

GRANT CONTRACT

ALF/CFP/2020/ICD/XXX

(the ‘contract’)

The Anna Lindh Euro-Mediterranean Foundation for the Dialogue between Cultures (ALF), P.O. Box 732 El Mansheya, Alexandria 21111 – Egypt, Bibliotheca Alexandrina, Conference Center, El Chatby, Alexandria – Egypt, (the ‘contracting authority’)

of the one part,

and

<Full official name as mentioned in the LEF>

[<Legal status (organisation)>]

[<Organisation official registration number>]

<Full official address>

hereinafter the ‘Beneficiary’

of the other part,

(the ‘parties’)

have agreed as follows:

Special conditions

Article 1 — Purpose

- 1.1 The purpose of this contract is the award of a grant by the contracting authority to finance the implementation of the Project entitled: <title of the Project> (the ‘Project’) described in Annex A.
- 1.2 The Beneficiary shall be awarded the Grant on the terms and conditions set out in this contract, which consists of these Special Conditions (the ‘Special Conditions’) and the annexes, which the Beneficiary hereby declares it has noted and accepted.
- 1.3 The Beneficiary accepts the Grant and undertakes to be responsible for carrying out the Project.

Article 2 — Contract duration and implementation period of the Project

- 2.1 This contract shall enter into force on the date when the second of the two parties sign.
- 2.2 Implementation of the Project shall begin on the day following that on which the second of the two parties signs.
- 2.3 The implementation period of the Project, as laid down in Annex A, is <number of months>.
- 2.4 The execution period of this contract shall end when the payment of the balance is made by the contracting authority and, in any event, at the latest 6 months after the end of the implementation period as stipulated in Article 2.3 unless postponed.

Article 3 — Financing the Project

- 3.1 The total eligible costs for this Project are estimated at EUR <amount>, as set out in Annex C.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR <amount>.
The Grant is further limited to <applicable percentage> % of the total eligible cost of the Project specified in Article 3.1 and as specified in Annex C;
The final amount of the Contracting Authority’s contribution shall be determined in accordance with Article 16 of Annex E.
- 3.3 Pursuant to Article 14.8 of Annex E, maximum 7 % of the final amount of direct eligible costs of the Project established in accordance with Articles 14 and 17 of Annex E, may be claimed as indirect costs.

Article 4 — Technical and financial reporting and payment arrangements

- 4.1 A final report consisting of a Narrative and a Financial section shall be produced in compliance with the templates provided in Annexes I,J and K and sent to the Contracting Authority within 45 days after the end of the implementation period, together with a payment request and audit certificate/expenditure verification report (Annexes G and H), in accordance with Articles 2 and 14 of Annex E.
- 4.2. Payment will be made according to the following schedule:
Initial pre-financing payment (60 % excluding contingencies): EUR <amount>
Upon the signature of the contract by both Contracting Parties.
Balance of the final amount of the grant (40 %): Maximum EUR <amount>
In accordance with Article 16 of Annex E, within 45 days of the Contracting Authority approving the final reports, audit certificate/expenditure verification report and payment request.

Article 5 — Technical and financial monitoring

Technical and financial monitoring activities will be carried out by ALF Staff throughout the whole execution period of this contract. After the Project completion, an evaluation will also be carried out.

Article 6 — Communication and Visibility

- 6.1. In accordance with article 6 of Annex E, the Beneficiary shall use the logo of the Anna Lindh Foundation and mention the Anna Lindh Foundation financial contribution in all communication and visibility activities related to the Project, and in all material produced during and after the implementation of the Project.
- 6.2. In accordance with Article 6 of Annex E and section 4.8 of the Guidelines, the Beneficiary shall ensure the visibility of the EU financing (see the Communication and Visibility Manual for EU external actions for implementing partners specified and published by the European Commission at https://ec.europa.eu/international-partnerships/comm-visibility-requirements_en).
- 6.3. The beneficiary shall send two sets of all material produced in hard copies together with the final report, as well as a soft copy of these materials, in order for the ALF to upload on its website during and at the end of the Project.
- 6.4. If images of natural persons, their voices or any other private personal attributes feature in a recognizable manner in the communication and visibility results of an EU-financed external action, implementing partners must obtain statements from the persons concerned (or, in the case of minors, from the persons exercising parental authority) giving their consent for the specified use of their image, voice or other private personal attribute and, on request, submit copies of those statements to the European Union. Partners must take the requisite steps to obtain such consent in accordance with the legal provisions applicable.

Article 7 — Contact addresses

Any communication related to this contract must be in writing and in the language of the contract, it shall state the Grant Contract identification number and the title of the Project and be sent first electronically and then the hard copy to the following addresses:

For the ALF Secretariat, as the Contracting Authority

Dr. Nabil Al-Sharif

Bibliotheca Alexandrina, Conference Center, El Chatby, Alexandria – Egypt

Fax +203 482 0471

Email: Nabil.Alsharif@bibalex.org

For the Beneficiary

<address of the Beneficiary for correspondence>

Article 8 — Annexes

- 8.1 The following documents are annexed to these Special Conditions and form an integral part of the Contract:

Annex A. Submitted Application Form

Annex A1. Simplified Logical Framework

Annex B. Submitted Work Plan

Annex C. Submitted Budget

Annex D. Partnership Agreement and Sworn Statement

Annex E. General Conditions

Annex F. Financial Identification Form

Annex G. Request for Payment Form

Annex H. Audit Certificate Template / Expenditure Verification Report

Annex I. Final Narrative Report Form

Annex J. Final Financial Report Form

Annex K. List of participants Form

Annex L. Implementation Report Template

Annex M. Legal entity file Form (M1; Public bodies, M2; Private companies)

- 8.2 In the event of a conflict between the provisions of the present Special Conditions and any annex thereto, the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex E and those of the other annexes, those of Annex E shall take precedence.

Article 9 — Other specific conditions applying to the Project

9.1 The General Conditions in Annex E are supplemented by the following:

9.1.1 Costs incurred by Partners to the project may be accepted as eligible, provided the entities concerned abide by all the relevant rules applicable to the Beneficiary under this Contract.

9.1.2 Taxes, including VAT paid by the Beneficiary and/or its Partner(s) under this Contract may be accepted as eligible costs, provided that the Beneficiary provides proof that the entity incurring the tax expense is not tax exempted and that it cannot recover taxes under the applicable national law.

9.1.3 The total accepted costs of the Project are estimated at EUR < amount >, as set out in Annex C.

The Contracting Authority's contribution set out in Article 3.2 is further limited to < applicable percentage > % of the estimated total accepted costs.

Where :

The final amount of the Contracting Authority's contribution shall be established in accordance with Articles 14 and 17 of Annex E. The percentages set with regard to the total eligible costs and total accepted costs shall apply cumulatively so that the Contracting Authority's contribution shall be limited to the lowest amount obtained by respectively applying the percentages to the final total eligible and accepted costs approved by the Contracting Authority. In case that the total accepted costs are equal to the total eligible costs, the percentage applicable to the total accepted costs applies to the total eligible costs to ensure the required co-financing.

9.2 The following derogations from Annex E shall apply:

9.2.1 By way of derogation from Article 10 of Annex E, financial support to third parties is not allowed under this contract.

9.2.2 By way of derogation from Article 14 of Annex E, in-kind contributions (with the exception of the value of the work provided by volunteers or staff assigned to the Project) may be considered part of the total accepted eligible costs of the Project for the purpose of co-financing, as follows:

(i) The corresponding costs must be included in the Budget and Financial Report (Annex C and Annex J) under a separate headings.

(ii) Contributions in-kind cannot exceed 5% of the total direct accepted eligible costs of the project.

(iii) Eligibility of such contribution in-kind is subject to expenditure verification during the final reporting of the project and shall be based on the following conditions:

- The value of in-kind contribution indicated in the Contract Budget must not be subject to subsequent changes.
- In-kind contributions must comply with national tax.
- The value of the accepted in-kind contribution must not exceed either the costs actually borne and duly supported by accounting documents or the costs generally accepted on the concerned market of reference.

9.3 Articles 1.3 and 1.4 of Annex E shall be replaced by the following:

- Processing of personal data related to the implementation of the Grant Contract by the Contracting Authority takes place in accordance with the provisions of the respective financing agreement.
- To the extent that the Grant Contract covers a Project financed by the European Union, the Contracting Authority may share communications related to the implementation of the Grant Contract with the European Commission. These exchanges shall be made to the Commission solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Contracting Authority. The exchanges may involve transfers of personal data (such as names, contact details, photos, signatures and copies of passports or national IDs) of natural persons involved in the implementation of the Grant Contract. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regards to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No. 45/2001 and Decision No. 1247/2002/EC¹ and as detailed in the specific privacy statement published at ePRAG.

Done in English in three originals, two originals being for the ALF Secretariat, as the Contracting Authority, and one original being for the Beneficiary.

For the Beneficiary

**For the Anna Lindh Euro-Mediterranean
Foundation for the Dialogue Between Cultures
(ALF)**

Name

Dr. Nabil Al-Sharif

Title

Executive Director

Signature

Signature

Date

Date

¹ OJ L 205 of 21.11.2018, p. 39.