**GRANT CONTRACT**

**- EXTERNAL ACTIONS OF THE EUROPEAN UNION -**

**<**Grant contract identification number*>*

(the ‘contract’)

The FONDAZIONE ACCADEMIA ITALIANA DELLA MARINA MERCANTILE - ISTITUTO TECNICO SUPERIORE PER LA MOBILITÀ SOSTENIBILE – SETTORI TRASPORTI MARITTIMI E PESCA, headquartered at Villa Candida – Via Oderico, 10 – 16145 Genova, Italy

of the one part,

and

<Full official name as mentioned in the LEF>

[<Legal status (organisation)>]

[<Organisation official registration number>]

<Full official address>

**[**VAT number, for VAT registered beneficiaries**]**,

If a multi-beneficiary grant: [hereinafter the ‘coordinator’

]

[and

<Full official name as mentioned in the LEF of any co-beneficiary(ies)>

[<Legal status (organisation)>] [<title (individual)>]

[<Organisation official registration number>] [<Passport or ID number >]

<Full official address>

[VAT number, for VAT registered beneficiaries]

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator[[1]](#footnote-1), collectively referred to as ‘beneficiary(ies)’ where a provision applies without distinction to the coordinator and the co-beneficiary(ies) ]

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 action entitled: <title of the action> (the ‘action’) described in Annex I.

1.2 The beneficiary(ies) 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(ies) hereby declares it has noted and accepted.

1.3 The beneficiary(ies) accepts the grant and undertakes to be responsible for carrying out the action.

**Article 2 — Implementation period of the action**

2.1 This contract shall enter into force on the date when the second of the two parties signs.

2.2 Implementation of the action shall begin on:

*-* [the day following that on which the second of the two parties signs]

2.3 The implementation period of the action, as laid down in Annex I, is <number of months>.

2.4 The implementation period of the action is further limited to the 26th of November 2021 and cannot be extended beyond this date

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 on the 26th of November 2021.

**Article 3 — Financing the action**[[2]](#footnote-2)

3.1 The total eligible costs are estimated at EUR <amount, for action grants, enter the amount in heading 11 of Annex III >, as set out in Annex III.

3.2 The contracting authority undertakes to finance a maximum amount of EUR [<contracting authority currency as above>] <amount>.

The grant is further limited to <enter applicable percentage > of the total eligible cost of the action in paragraph 1.

The final amount of the contracting authority’s contribution shall be determined in accordance with Articles 14 and 17 of Annex II.

**Article 4 — Reporting and payment arrangements**

4.1 Payments shall be made in accordance with Article 15 of Annex II option no. 1 as set out in Article 15.1

* Initial pre-financing payment: EUR <amount>

by way of derogation to article 15.8 of the General Conditions, the contracting authority requests a financial guarantee for the amount of the initial pre-financing payment.

The guarantee shall be denominated in euro or in the currency of the contracting authority, conforming to the model in Annex VII. The guarantee shall be provided by an approved bank or financial institution established in one of the Member States of the European Union. Where the coordinator is established in a third country, the contracting authority may agree that a bank or financial institution established in that third country may provide the guarantee if the contracting authority considers that the bank or financial institution offers equivalent security and characteristics as those offered by a bank or financial institution established in a Member State of the European Union. This guarantee shall remain in force until its release by the contracting authority when the payment of the balance is made.

* Balance of the final amount of the grant:

(subject to the provisions of Annex II): EUR <amount>

4.2 An electronic system will be used by the contracting authority and the beneficiary(ies) for all stages of implementation including, inter alia, management of the contract (amendments and notifications), reporting (including reporting on results) and payments. The beneficiary(ies) will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, the beneficiary(ies) will be expected to use the forms in the electronic system for encoding and submitting the reports.

 The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 2 above, or at a later date. In the latter case, the contracting authority will inform the beneficiary(ies) in writing that he/they will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 5 — Contact addresses**

5.1 Any communication relating to this contract shall be in writing, state the number and title of the action and be sent to the following addresses:

For the contracting authority

FONDAZIONE ACCADEMIA ITALIANA DELLA MARINA MERCANTILE - ISTITUTO TECNICO SUPERIORE PER LA MOBILITÀ SOSTENIBILE – SETTORI TRASPORTI MARITTIMI E PESCA, headquartered at Villa Candida – Via Oderico, 10 – 16145 Genova, Italy

For the attention of Beatrice Bazzica: Bazzica.b@imssea.org

**[**A copy of the reports referred to in Article 4.1 shall be sent to the concerned service of the European Commission, at the following address: <address of Directorate-General for Development and Cooperation — EuropeAid /EU Delegation >**]**

For the coordinator

<address of the coordinator for correspondence>

[5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out [by the contracting authority or any external body authorised by the [European Commission] [contracting authority]][[3]](#footnote-3) < name, address, telephone and fax numbers*>***]**.

**Article 6 — Annexes**

6.1 The following documents are annexed to these special conditions and form an integral part of the contract:

Annex I: Description of the action

Annex II: General conditions applicable to European Union-financed grant contracts for external actions

Annex III: Budget for the action

Annex IV: Procurement rules for beneficiary(ies)

Annex V: Standard request for payment and financial identification form

Annex VI: Model narrative and financial report

Annex VII: Model Financial Guarantee

6.2 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 II and those of the other annexes, those of Annex II shall take precedence.

|  |  |
| --- | --- |
| **For the beneficiary(ies) [[4]](#footnote-4)** | **For the contracting authority** |
| Name |  | Name |  |
| Title |  | Title |  |
| Signature |  | Signature |  |
| Date |  | Date |  |

[For contracts under indirect management **(only in the case of ex ante control if the European Commission makes the payments under the contract and if required (see indirect management with ex-ante controls, Section 6.5.8.6 of the practical guide) )**:

**Endorsed for financing by the European Union**

Name

Title

Signature

Date ]

1. Model mandate provided in Annex A to the guidelines for applicants. [↑](#footnote-ref-1)
2. In case of action grants, note that the amount awarded and percentages stated in this article shall also be updated in Annex III Budget of the action, in the worksheet ‘Expected sources of funding and summary of estimated costs’. [↑](#footnote-ref-2)
3. In case the contracting authority has its own audit and verification system [↑](#footnote-ref-3)
4. In accordance with the mandate conferred on the coordinator, (see application form), the coordinator signs this contract also on behalf of the other beneficiaries, who, therefore, do not need to individually sign this contract to become parties to it. [↑](#footnote-ref-4)