

How to adapt these standard contract for subgrant applicants:

Where you see < ... >, enter the information relevant to the call for proposals in question.

The phrases in square brackets [] should only be included if appropriate.

Any other part of these standard contract should not be modified, unless derogation has been granted by the contracting body.

Please remember to delete this page, any other text with yellow highlighting and all square brackets in the final version.

SUB-GRANT CONTRACT

<Title of the project>

Financed by the ENI CBC MED 2014-2020 Programme>

<Subgrant contract identification number>

(the 'contract')

<full name and address of the project beneficiary>, (the 'contracting body')

of the one part,

and

<Full official name as mentioned in the LEF>

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

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

<Full official address>

[VAT number, for VAT registered beneficiaries],

If a multi-beneficiary sub-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 mandated the signature of the agreement to the coordinator¹, collectively referred to as 'beneficiary(ies)']

of the other part,

(the 'parties')

have agreed as follows:

¹ Model mandate provided in subgrant application form.

Article 1 — Purpose

- 1.1 The purpose of this contract is the award of a subgrant by the contracting body to finance the implementation of the subgrant entitled: <title of the subgrant > (the 'subgrant').
- 1.2 The beneficiary(ies) shall be awarded the subgrant on the terms and conditions set out in this contract, which the beneficiary(ies) hereby declares it has noted and accepted.
- 1.3 The beneficiary(ies) accepts the subgrant and undertakes to be responsible for carrying out the action.
- 1.4 The language of this contract is English. In case of translation into another language, the English version prevails

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 subgrant shall begin on:
choose one of the following:
 - [the day following that on which the second of the two parties signs]
 - [the first day of the month following the date on which the first instalment of pre-financing is paid by the contracting authority]
 - [<a later date (specify the date)>]
- 2.3 The implementation period of the subgrant, as laid down in Annex I, 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 body and, in any event, at the latest 6 months after the end of the implementation period as stipulated in Article 2.3.

Article 3 — Budget of the subgrant

- 3.1 The total eligible costs are estimated at EUR <amount>, as set out in Annex II.
- 3.2 The contracting body undertakes to finance a maximum amount of EUR <amount>.
- [3.3 A <enter percentage, maximum 7 % ...>% of the final amount of direct eligible costs may be claimed as indirect costs.]

Article 4 — Reporting and payment arrangements

- 4.1 The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator] shall submit a report within 1 month after the end of the reporting period, following the format provided by the contracting body.
- 4.2 Payments shall be made as follows:
 - Initial pre-financing payment: [EUR] <amount> at the latest 30 days after the enter into force of this contract.
 - Balance of the amount of the grant upon acceptance of the final report by the contracting body. The amount of the balance payment shall be determined by applying the .

Article 5 - General obligations and liabilities

- 5.1 The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator] shall implement the action with the requisite case, efficiency, transparency and diligence, in line with the principles of sound financial management.
- 5.2 if a multi-beneficiary subgrant [The coordinator shall act in partnership with other bodies identified in the Description of the Action. These partners take part in the implementation of the action] and their costs are eligible in the same way as those incurred by the beneficiary].

- 5.3 The subgrant [beneficiary] if a multi-beneficiary subgrant [coordinator] shall be accountable to the contracting body for the implementation of the action.
- 5.4 Neither the contracting body nor the Managing authority of the programme can any under circumstances whatsoever be held liable for any damage or injury as a consequence of the action. The sole liability towards third parties shall be assumed by the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners].

Article 6 – Roles and responsibilities

The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator] shall:

- a. Monitor that the action is implemented in accordance with the contract;
- b. if a multi-beneficiary sub-grant [ensure coordination with all partners and be the intermediary of all communication with the contracting body];
- c. be responsible for supplying all documents and information required either by the contracting body or by the Managing Authority;
- d. inform the contracting body of any event likely to affect or delay the implementation of the action;
- e. inform the contracting body about any relevant legal, financial, technical organisational or ownership change;
- f. be responsible to provide all the necessary documents in case of audits, checks, monitoring visits or evaluations by competent bodies, as stipulated in article 10;
- g. be the sole recipient of the payments by the contracting body if a multi-beneficiary sub-grant [and ensure that the appropriate payments are done to the partners without unjustified delay];

Article 7 – Amendment of the subgrant contract

- 7.1 This contract and its annexes may be modified during the implementation period. Any amendment shall be set out in writing in an addendum.
- 7.2 The amendment may not have the purpose or the effect of making changes that would call into question the subgrant award decision or be contrary to equal treatment.
- 7.3 Change of name, address, bank account, legal form or legal representative may be communicated and are not considered as amendments to the contract and need no addendum.
- 7.4 The request of the amendments shall be submitted at least 30 days before the date on which the amendment should enter into force, unless there are special circumstance duly substantiated and accepted by the contracting body.

Article 8 – Termination of the contract

- 8.1 The contracting body may terminate this contract without any financial indemnity towards its parts when:
- a. the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator] fails, without justification, to fulfil any substantial obligation set by this contract and, after being given notice to comply with those obligations, still fails to do so or to furnish satisfactory explanation within 30 days of receipt of the notice;
 - b. the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator] and, in case of legal entities, persons who have powers of representation, decision-making or control fall under the any of the situations of exclusion, according to article 52.2.vi of the ENI CBC Implementing Rules²;
 - c. a change in the legal, financial, technical, organisational situation or ownership of the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator or its partners] substantially affects the implementation of the action or calls into question the decision awarding the subgrant;

² EC Regulation 897/2014

- d. the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator or any of its partners] has not fulfilled obligations relating the payment of social security contribution of the payment of taxes, or any other substantial obligation set by the legal provisions of the country in which it is established;
 - e. the contracting body or the Managing Authority have evidence that the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator or any of its partners] or any related entity or person, has committed substantial errors, fraud or corruption in the implementation of the action, including conflict of interest.
- 8.2 if a multi-beneficiary sub-grant [In duly justified cases, the participation of a partner may also be terminated by the coordinator, acting on behalf of the partnership. To this purpose, the coordinator shall communicate to the contracting body the reasons for the termination and the date on which it shall take effect, as well as the reallocation of tasks or its possible replacement. If the contracting body agrees, the contract shall be amended accordingly].
- 8.3 The payment obligations by the contracting body shall end <6> months after the implementation period.

Article 9 – Eligible costs

- 9.1 Eligible costs are actual costs incurred and paid by the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners], which are compliant with the programme rules and meet the following criteria:
- a. they are incurred during the implementation of the action and paid before the submission of the final report;
 - b. they are indicated in the budget for the action;
 - c. they are necessary for the implementation of the action;
 - d. they are identifiable and verifiable, in particular being recorded in the accounting record of the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners];
 - e. they comply with the requirements of applicable tax and social legislation;
 - f. they are reasonable, justified and comply with the requirement of sound financial management, in particular regarding economy and efficiency;
 - g. they are supported by adequate proving documents;
- 9.2 Only the costs related to the cost categories identified in the budget are eligible. Duties, taxes and charges, including VAT are not eligible in CBC partner countries. VAT is eligible in EU Member States when it is non-recoverable.
- 9.3 If the implementation of the action requires procurement of services, goods or works, they shall comply with the instructions on procurement set by the Programme.

Article 10 – Accounting system and checks

- 10.1 The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall keep accurate and regular accounts of the implementation of the action by using an appropriate accounting and double-entry book-keeping system.
- 10.2 The accounting shall enable income and expenditure relating to the project to be easily traced, identified and verified.
- 10.3 The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall ensure that the financial report can be easily reconciled with the underlying accounting.
- 10.4 The contracting body and any other competent body according to its grant contract reserves the right to check the conformity fo the action's funds with the programme rules and the provision in this contract. For that purpose, the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall take all measures to facilitate its work and give acces to any premises, documents and information requested.

Article 11 – Record and document keeping

- 11.1 The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall keep records, [accounting] and supporting documents related to this contract for five years following the payment of the balance for the programme, that is, until at least 31st December 2029. The Managing Authority shall inform the contracting body about the date of the above-mentioned balance payment.
- 11.2 All the records and documents shall be easily accessible and filed, so as to facilitate their examination by the competent body. The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall inform of their precise location.
- 11.3 [In addition to the reports mentioned in Article 4, the documents referred to in this article include inter alia:
- a. Accounting records (computerised or manual) from the accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
 - b. Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
 - c. Proof of commitments such as contracts and order forms;
 - d. Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc.;
 - e. Proof of receipt of goods such as delivery slips from suppliers;
 - f. Proof of completion of works, such as acceptance certificates, together with pictures;
 - g. Proof of purchase such as invoices and receipts;
 - h. Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
 - i. Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
 - j. For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
 - k. Staff and payroll records such as contracts, salary statements and time sheets, stating actual work, assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.]

Failure to comply with the obligations set forth in this Article constitutes a case of breach of a substantial obligation under this Contract.

Article 12 – Irregularities and recoveries

- 12.1. Irregularities may be reported during project implementation and after its closure by any authority, entity or person involved in Programme management and/or implementation, whistle-blowers or other bodies and individuals, including anonymous ones. An irregularity refers to any amount unduly paid to the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] according to the provisions of this Contract and to the Programme rules, due to errors or fraud attributable to them.
- 12.2. If an irregularity is confirmed, the Managing Authority shall recover the unduly paid amounts from the contracting body as project beneficiary, according to the provisions set in articles 74 to 76 of Reg. (EU) 897/2014. The concerned subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall repay the contracting body the amounts unduly paid.
- 12.3 Payments already made to the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] do not preclude the possibility for the Managing Authority to issue a recovery

procedure following an expenditure verification report, a check, an audit or further verification of the contracting body's payment request.

- 12.4 If a recovery is justified under the terms of this Contract, the concerned subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] undertakes to repay these amounts, within 30 days of the issuing of the debit note, the latter being the letter by which the Managing Authority requests the amount owed.

Article 13 – Conflict of interest and good conduct

- 13.1 For the purpose of this Contract, the conflict of interest shall mean any situation where there is a divergence between the fulfilment of responsibilities under this Subgrant Contract by the Parties and the private interest of the persons involved in the Contract, which may adversely affect the impartial and objective exercise of the functions of any person involved in the implementation/verification/control/audit of this Contract, for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.
- 13.2. The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
- 13.3. Any conflict of interests which may arise during performance of this Contract must be notified in writing to the contracting body without delay. In the event of such conflict, the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall immediately take all necessary steps to resolve it. The contracting body reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.
- 13.5. The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall ensure that its staff, including its management, as well as its partners' staff, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Contract, the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall replace, immediately and without compensation from the contracting body, any member of its staff in such a situation.
- 13.6. The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

Article 14 – Confidentiality

- 14.1 The contracting body and the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Contract and identified in writing as confidential until at least 5 years after the payment of the balance. Data used for visibility purposes as laid down in Article 15, as well as for informing on and promoting the use of ENI CBC funds, shall not be considered as having confidential status.

- 14.2 The Parties shall bear no responsibility for releasing information on the Contract if the information was released with the written agreement of the other Party or the Party was legally forced to release the information.
- 14.3 The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall not use confidential information for any aim other than fulfilling their obligations under this Contract unless otherwise agreed with the contracting body.
- 14.4 The Managing Authority and the European Commission shall have access to all documents communicated to the contracting body and shall maintain the same level of confidentiality.

Article 15 – Visibility

- 15.1 The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] must take all necessary steps to publicise the fact that the European Union has financed or co-financed the action. Such measures must comply with the Programme rules for visibility, as well as any national regulations/requirements pertaining to visibility, as the case may be.
- 15.2 In particular, the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall mention the action, name of the project of the contracting body and the European Union's financial contribution in information given to the final recipients of the action, in its reports, and in any dealings with the media. It shall display the EU and Programme logo wherever appropriate.
- 15.3 Any notice or publication by the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] concerning the action, including those given at a conference or seminar, must specify that it has received EU funding. Any publication, in whatever form and by whatever medium, including the internet, must include the following statement: *"This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of <subgrant beneficiary's name or partner's name> and can under no circumstances be regarded as reflecting the position of the European Union or the Programme's management structures or the <name of the contracting body>."*
- 15.4 The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] authorises the contracting body, the Managing Authority and the European Commission to publish its name and address, nationality, the purpose of the subgrant, duration and location as well as the maximum amount of the subgrant].

Article 16 – Ownership and use of results and assets

- 16.1. Ownership of, and title and intellectual and industrial property rights to, the actions' results, reports and other documents relating to it will be vested in the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners].
- 16.2. Without prejudice to Article 16.1, the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] bestow the contracting body, the Managing Authority and the European Commission the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 16.3. The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this Contract.
- 16.4. In case natural, recognizable persons are depicted in a photograph or film, the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall, in the report to the contracting body, submit a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random

members of the public are identifiable only hypothetically and to public persons acting in their public activities.

- 16.5. In no event may the end use the equipment, vehicles and supplies paid for by the budget for the action jeopardize its sustainability.
- 16.6 Subgrant [beneficiary] if a multi-beneficiary sub-grant [and its partners] located in EU Member States may implement activities in Mediterranean Partner Countries involving equipment, vehicles and supplies. The equipment, vehicles and supplies paid for by the budget for the action must be transferred to stakeholders in the countries where the activities were carried out or to the final recipients of the action, at the latest when submitting the report. Copies of the proofs of transfers of equipment and vehicles, the purchase cost of which was more than EUR 5.000 per item, must be attached to the final report. Such proofs must be kept for control purposes in all other cases.

Article 17 – Applicable law and dispute settlement

- 17.1. This Contract shall be governed by the law of the country of the contracting body, i.e. <name of the country>.
- 17.2. The parties to this Contract shall do everything possible to settle amicably any dispute arising between them during the implementation of this Contract. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request. The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator] and the contracting body shall reply to a request sent for an amicable settlement within 20 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced an agreement within 60 days of the first request, the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator] or the contracting body may notify the other part that it considers the procedure to have failed.
- 17.3. In the event of failure to reach an amicable agreement, the dispute may by common agreement of the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator] and the contracting body be submitted for conciliation by the the Managing Authority. If no settlement is reached within 60 days of the opening of the conciliation procedure, each party may notify the other that it considers the procedure to have failed.
- 17.4. In the event of failure of the above procedures, each party to this Contract may submit the dispute to the courts of the country of the contracting body, i.e. <name of the country>.

Article 18 – Data protection

- 18.1. All personal data mentioned in the Application form, in the Subgrant Contract and its annexes and in every other document provided for the scope of the award of the Subgrant Contract will be collected and processed by the contracting body in compliance with the terms and indications of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR - General Data Protection Regulation), as specified in the Programme's "Information note on personal data treatment according to GDPR".

All personal data held by the contracting body and/or collected within the framework of the negotiation, signature and implementation of the Subgrant Contract will be used solely for purposes related to the signature and implementation of the Contract itself, as well as for the information and communication activities carried out by the contracting body and the Managing Authority in the framework of the ENI CBC Mediterranean Sea Basin Programme.

The personal data collected by the contracting body can be transmitted to external bodies or subjects who perform activities or functions strictly connected to the implementation of the Subgrant Contract and to the Programme information and communication activities. Within the framework of the Programme information and communication activities, some of these data can also be diffused through the Programme website or other information tools, in compliance with the relevant provisions applicable to the ENI CBC Mediterranean Sea Basin Programme.

18.2. The subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners] shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to this data, in compliance with Regulation (EU) 2016/679 (GDPR - General Data Protection Regulation).

Article 19 – Contact addresses

Any communication relating to this Contract must be in writing, state the title of the action and be sent to the following addresses:

<full name and address of the project beneficiary>

Copies of the documents referred to above, and correspondence of any other nature, should be sent to:

For the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator]

<full name and address of the subgrant beneficiary if a multi-beneficiary sub-grant [coordinator]>

Article 20 — Annexes

20.1 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: Budget for the action

Done in English in two originals, one for the contracting body and one original being for the subgrant [beneficiary] if a multi-beneficiary sub-grant [coordinator and its partners].

For the subgrant beneficiary(ies) ³

For the contracting body

Name

Name

Title

Title

Signature

Signature

Date

Date

³ 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.