

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN COMMUNITY -

[Grant contract identification number]

THE MINISTRY OF LABOUR SOCIAL SOLIDARITY AND FAMILY (MLSSF)

Address, (“the Implementing Agency”)

and

Regional Programme Implementing Unit (RPIU)

Address, (“the Implementing Authority”)

of the one part,

and

[Full official name of the Beneficiary]¹

[Legal status/title²]

[Official registration number³]

[Full official address]

[VAT number⁴],

("the Beneficiary")

of the other part,

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 for the implementation of the Action entitled: **[title of Action]** ("the Action") described in Annex I.
- 1.2 The Beneficiary will be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions ("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 carry out the Action under its own responsibility.

Article 2 - Implementation period of the Action

¹ These data must be the same as those of the relevant Legal Entity sheet.

² Where the Beneficiary is an individual.

³ Where applicable. For individuals, mention their ID card or passport or equivalent document number

⁴ Except where the Beneficiary is not VAT registered.

- 2.1 This contract shall enter into force on the date when the last of the two Parties signs.
- 2.2 Implementation of the Action shall begin on:
 - *"the first day of the month following the date on which the first instalment of prefinancing is paid by the Contracting Authority"*
- 2.3 The Action's implementation period, as laid down in Annex I, is [number of months].

Article 3 - Financing the Action

- 3.1 The total cost of the Action eligible for financing by the Contracting Authority is estimated at ... [.....],⁵ as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum of ... [...], equivalent to [...] % of the estimated total eligible cost specified in paragraph 1; the final amount shall be established in accordance with Article 17 of Annex II.

Article 4 - Narrative and financial reporting and payment arrangements

- 4.1 Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15.1 of Annex II.
- 4.2 Payment will be made in accordance with Article 15 of Annex II. Of the options referred to in Article 15.1, the following will apply:

Option 1

Amount of first instalment of pre-financing (80% of the amount: referred to in Article 3.2 of the Special Conditions) ... [.....]

Forecast final payment (subject to the provisions of Annex II): ... [.....]

Article 5 - Contact addresses

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

For the Contracting Authority⁶

Ministerul Muncii Solidaritatii Sociale si Familiei (AMPOSDRU)
 Address....., tel..... fax.....

For the Implementing Authority:

RPIU.....
 Address..... tel..... fax.....

For the Beneficiary:

Name.....

⁵ Give all amounts in the currency selected for payment (euro or the currency of the country of the Contracting Authority).

⁶ Select one option and delete the other two.

Address..... tel..... fax.....

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 Community-financed grant contracts for external Actions

Annex III: Budget for the Action

Annex IV: Contract-award procedures

Annex V: Standard request for payment and financial identification form

Annex VI: Model narrative and financial report

Annex VII: Procurement procedure

6.2 In the event of conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 - Other specific conditions applying to the Action

7.1 The General Conditions are supplemented by the following:

7.1.1 With reference to Annex IV, the Contract Award procedures: - procurement of services, supplies, works shall follow the Romanian public procurement procedures in force (Governmental Emergency Ordinance no. 34/2006 regarding the awarding of public procurement contracts, public works granting contracts, services granting contracts) and the type of participation (single tender, simplified procedure, open local tender, international open tender, restricted tender) as defined in Annex VII and the provisions of article 1(3) of General Conditions as regards the eligibility of services, supplies, works providers.

7.1.2 With reference to Article 2(3) of General Conditions, the reports shall be presented in English or in Romanian, together with a summary version presented in English.

7.1.3 With reference to Article 2(3) of General Conditions, the Beneficiary must submit the last claim for funds to the Contracting Authority before 30.09.2007.

7.1.4 With reference to Article 4 of General Conditions, the Beneficiary must respect also the ethics clauses mentioned in PRAG (chapter 2.4.15).

7.1.5 With reference to Article 6(1) of General Conditions, publicity concerning the Operation shall, where applicable, include the reference to funding by the Government of Romania too.

7.1.6 With reference to Article 16(2) of General Conditions, the Beneficiary must also consent that the Implementing Authority and the Romanian Court of Auditors have the same inspection rights as the institutions mentioned in the first paragraph of this article.

7.2 The following derogations from the General Conditions shall apply:

7.2.1 By derogation from Article 2(4), the following reports shall be supplied by the beneficiary in 3 copies in English or in Romanian, together with a summary version presented in English and copies of all the relevant supporting documents:

- quarterly interim (narrative and financial) reports submitted by the Beneficiary to the Implementing Authority;
- a final report according to the Article 2(4) of General Conditions, within three months of the end of the period of execution as defined in Article 2 of the Special Conditions, but no later than 30.09.2007.

7.2.2 By derogation from Article 6, the Beneficiary shall endeavor to publicize the work undertaken and to highlight the participation of the European Union in the programme. The Beneficiary shall follow the Identity Guidelines, which apply to all information and publicity products to be employed in the course of the Operation. The Guidelines are specified in a brochure and/or CD-ROM produced in both English and Romanian. This brochure/CD-ROM forms an integral part of the Contract and one copy is provided as Annex VI of the Contract. Further copies may be obtained from the Information Officer at the EC Delegation in Romania. In specific cases, or where further clarification is required the Beneficiary shall, in the first instance, turn to the Information Officer at the EC Delegation in Romania. The identity standards contained in this brochure/CD ROM may only be used in connection with the implementation of this contract. The Beneficiary shall liaise with the EC Delegation in Romania on matters in which guidance is sought, including compilation of guest lists, use of mailing lists and promotional items.

7.2.3 By derogation from the Article 14(1) the moment of actual disbursement by the Beneficiary or a partner has to be done in maximum 30 days from the date of the end of the Action's implementation period as stipulated in Article 2.3.

7.2.4 By derogation from Article 15(1) the payment procedures are set out in Article 4 of the Special Conditions, as following:

- the balance within 45 days of the Contracting Authority recording a request for final payment accompanied by the final report, subject to approval of that report in accordance with Article 15(2).

Done at [.....] in five originals in the English language, two of them for the Contracting Authority, two originals being for the Implementing Authority and one for the Beneficiary.

For the Beneficiary		For the Contracting Authority	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	
For the Implementing Authority			

Name			
Title			
Signature			
Date			

Endorsed for financing by the European Community⁷

Name

Title

Signature

Date

⁷ Where the Contracting Authority is not the European Commission and endorsement is foreseen in the Practical Guide. Delete where not applicable.