|  |  |  |
| --- | --- | --- |
|  | | **Grant CONTRACT** |
|  | | **Number: XXXXX** |
|  | | |
|  | | **OBJECT of the grant:**  *GRANT FOR A MANAGING ORGANISATION TO ADMINISTER AND PROVIDE TECHNICAL AND FINANCIAL ASSISTANCE FOR THE LOCAL FINANCING OF FOREST GOVERNANCE INITIATIVES IN AMAZONIA.* |
|  | | |
|  | | **MAXIMUM AMOUNT of the grant:**  **400.000 €** |
|  | | |
|  | | **SOURCE OF THE FUNDING:**  **European Union** |
| This grant contract falls within the scope of the cooperation project hereafter referred to as the “main contract” whose code is NDICI LA/2022/ 441-281 signed on 13TH December, 2022 by Expertise France and European Union, concerning “provide a financial contribution to finance implementation of the action ” for the benefit of “Colombia, Venezuela, Ecuador, Guyana, Suriname, Bolivia, Brazil and Perú”, implemented by the consortium headed by AICS of which Expertise France is the partner. | | |
|  | **Notification date of the contract:** | |
|  | | |

**Between:**

**Expertise France sas**

40, Boulevard de Port Royal, 75005 PARIS, France

A simplified joint-stock company with share capital of €828,933 registered under the following numbers:

* SIRET no.: 808 734 792 00035
* Intra-community VAT number: FR36 808734792

Represented by Mr Jérémie PELLET, Managing Director,

**Of the first part,**

**And:**

**<Full official name as stated in the form entitled “Legal Entity”>**

Legal status (organisation): XXXXX

Official registration number of the organisation: XXXXX

Full official address: XXXXX

VAT no., for VAT registered beneficiaries: XXXXX

Represented by: XXXXX

(Hereafter referred to as the “**Beneficiary**“)

**Of the second part,**

Hereafter referred to collectively as the “Parties“.

The **Beneficiary** is acting in association with the following implementation **partner(s)**:

(The implementation **partner(s)** of the **Beneficiary** are not party to the contract.)

**<Full official name as stated in the form entitled “Legal Entity”>**

Legal status (organisation): XXXXX

Official registration number of the organisation: XXXXX

Full official address: XXXXX

VAT no., for VAT registered beneficiaries: XXXXX

Represented by: XXXXX

And

< XXXXXX >.

**In the light of the foregoing, the following is agreed:**

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1. **Object of the grant contract**

1.1 The purpose of this grant contract (hereafter the “Contract“) is the award of a grant by Expertise France to finance the implementation of the project entitled: administer and provide technical and financial assistance for the local financing of forest governance initiatives in Amazonia (the “project“), described in Annex I, and to guide its implementation, i.e. its deployment over time.

1.2 A grant is a direct financial contribution by way of donation in order to finance, in the public interest, either a project implemented by the beneficiaries, or to provide the latter with specific operational support.

1.3 The grant shall be awarded to the beneficiaries under the terms and conditions set out in this Contract, consisting of these special conditions (the “special conditions“) and its annexes, which the beneficiaries hereby declare to have read, understood and accepted.

1.4 The beneficiary accept the grant and undertake to implement the project in compliance with all the provisions hereof, under the supervision of Expertise France.

1. **Implementation period of the project**

2.1 The Contract shall come into force on the notification date after it has been signed by the second of the two Parties.

2.2 Implementation of the project shall commence on:

* the day following the notification date of the Contract

2.3 The implementation period of the project, as specified in Annex I, is <number of months> months.

2.4 The execution period of the Contract shall end when the balance is paid by Expertise France and, in all circumstances, within eighteen months of the end of the implementation period as stated in Article 2.3 above, unless deferred in accordance with Article 12.4 of Annex II.

1. **Financing the project**

3.1 The total eligible costs are estimated between 300.000 EUR and 400.000 EUR maximum, as set out in Annex III.

3.2 Expertise France undertakes to finance a maximum amount of 400.000 EUR.

The grant is further limited to 100% of the total eligible costs of the project specified in paragraph 3.1.

The final amount of the Expertise France contribution shall be determined in accordance with Articles 14 and 17 of Annex II.

3.3 In accordance with Article 14.4 of Annex II, enter percentage, maximum 7% of the final amount of the eligible direct costs of the action may be claimed as indirect costs.

1. **Reports and payment terms**

4.1 Payments shall be made in accordance with Article 15 of Annex II (general conditions), option no. 2, as set out in Article 15.1.

Initial pre-financing payment: 100.000 EUR

Further pre-financing payment(s): 200.000 EUR.  
(subject to the provisions of Annex II)

Balance of the final amount of the grant:  
(subject to the provisions of Annex II: 100.000 EUR

4.2 Provisional payment schedule for prefinancing and instalments, presentation of financial reports and narratives as specified in Articles 2, 15.1 and 15.2 of Annex II (general conditions)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **REPORT PRESENTATION AND PREFINANCING SCHEDULE** | | |  |  |
| **Reports** | **Period covered by the report** | | **Deadline** | **Order of prefinancings** |
| **1  (apais on effective date of the contract)** |
| Simplified tecnical report n°1 | 25/05/2025 | 24/10/2025 | 10/11/2025 |  |
| Half-year technical and financial reports N°1 | 25/05/2025 | 24/12/2025 | 24/01/2026 | **2** |
| Simplified tecnical report n°2 | 25/10/2025 | 24/03/2026 | 03/04/2026 |  |
| Simplified finacial report n°1 (to 31/12/2025) | 25/05/2025 | 31/12/2025 | 09/01/2026 |  |
| Half-year technical and financial reports N°2 | 25/12/2025 | 24/07/2026 | 24/08/2026 | **3** |
| Simplified tecnical report n°3 | 25/03/2025 | 24/07/2026 | 06/08/2026 |  |
| Final report | 25/05/2025 | 24/07/2026 | 07/09/2026 |  |
| Final audit report | 25/05/2025 | 25/07/2026 | EF | **Balance** |
|  |  |  |  |  |
| **Report schedule for narrative,  financial, audit and evaluation reports** | |  | **Deadlines in no. of days (see Article 2 of the General Conditios)** | |
|  |  |  | **30** | For half-yearly technical and financial reports |
| Start date | **25/05/2025** |  | **15** | For simplified technical reports |
| Duration | **14 0s** |  | **9** | For reports to the end of December for EF closures |
| Mid-project | **24/12/2025** |  | **45** | For final report |
| End project | **24/07/2026** |  |  |  |

In accordance with Article 15.1 of Annex II, if the duration of a prefinancing period is modified by Expertise France, the latter will forward to the Beneficiary an updated version of the above table.

1. **Contact addresses**

5.1 Any communication relating to the Contract must be made in writing, stating the number and title of the project and be sent to the following addresses:

For Expertise France

Payment requests and attached reports, including requests to change bank account, are to be sent to:

**Expertise France**

Sustainable development Department

For the attention of Lucie AUTEROCHE

40, boulevard de Port Royal

75005 PARIS – France

E-mail address of the person managing the project

A copy of the aforementioned documents and all other correspondence must be sent to: [Katterine.betancourt@expertisefrance.fr](mailto:Katterine.betancourt@expertisefrance.fr)

For the Beneficiary

<address of the Beneficiary to which correspondence should be forwarded>

5.2 For all intents and purposes, the contact details of the Expertise France whistleblowing officer are as follows:

[referent.lanceursdalerte@diplomatie.gouv.fr](mailto:referent.lanceursdalerte@diplomatie.gouv.fr)

Tel: +33 1 43 17 69 84

Bureau CNV C 366 B,

27, rue de la Convention,

75732 PARIS CEDEX 15.

1. **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 project (including the logical framework of the project and the concept note)

Annex II: General conditions applicable to Expertise France grant contracts

Annex III: Project budget (worksheets 1, 2 and 3)

Annex IV: Procurement procedures to be applied by the beneficiaries of grants awarded by Expertise France

Annex V: Payment request model and third party identification sheet

Annex VI: Model narrative and financial report and simplified report model at 31 January

Annex VII: Model asset ownership transfer

Annex VIII: Beneficiary's undertaking regarding integrity and anti-corruption measures

These documents and the special conditions constitute the entire agreement between Parties as set out in this Contract. They supersede all verbal and written communications, procedures, agreements, commitments, guarantees and settlements referring to its object and facts that may have been made by or on behalf of a Party to the other Party before the notification date. These documents are acknowledged by the Parties to represent the sole and complete expression of the terms of their agreement.

Without prejudice to the provisions of Article 9 of Annex II, any modification to the Contract or the waiver of any right resulting from the Contract must be covered by an amendment signed by a duly authorised representative of each Party.

6.2 In the event of a conflict between the provisions of these special conditions and any Annex thereto, it is agreed by the Parties that the special conditions shall take precedence, unless specified otherwise. In the event of a conflict between the provisions of Annex II and any other annex, it is agreed by the Parties that the provisions of Annex II shall take precedence, unless specified otherwise.

1. **Other specific conditions applicable to the project**

7.1 The general conditions of Annex II are supplemented by the following provisions:

7.1.1 The verifications of expenses covered in 15.8 to 15.11 of Annex II will be conducted by an external body designated and engaged by Expertise France under contract.

* + 1. For the purposes of the Contract, the travelling and accommodation expenses of personnel and other persons participating in the project shall not exceed the reference scale specified by the European Commission:

<https://ec.europa.eu/international-partnerships/system/files/per_diem_rates_20191218.pdf>.

7.1.3 For the purposes hereof, the Beneficiary shall open a bank account specifically for Project implementation, into which all prefinancing will be paid by Expertise France. The bank account details are provided in Annex V.

7.1.4 Third-party financial support is the main objective of the project.

7.2 By way of derogation from Annex II:

7.2.1 By way of derogation from Article 15.14 of Annex II, costs incurred in a currency other than the one used in the beneficiaries’ accounts shall be converted in EUR.

7.2.2 Notwithstanding the provisions of Art. 2.2 of the General Conditions (Annex II), the first interim descriptive and financial reports shall cover the first seven months of the execution period and shall be sent to Expertise France within thirty (30) days of the end of the period in question. The second interim narrative and financial reports shall cover month 8 to month 14 of the execution period and shall be sent to Expertise France within thirty (30) days of the end of the period in question. If an interim report cannot be submitted by the deadline, the Beneficiary shall notify Expertise France of the reasons (which may agree to an extension of the deadline) and submit a summary of the Project's progress (it should be noted that the summary of the Project's progress does not establish entitlement to the next pre-financing payment).

7.2.3 By way of derogation from art. 2.3 and 15.2 of General Conditions (Annex II), final narrative and financial reports shall cover the entire implementation period and must be forwarded to Expertise France within forty-five (45) days after the end of the period of execution of project activities.

7.2.4 Any report forwarded with a payment request for further prefinancing or for payment of the balance requires explicit approval from Expertise France within 45 days of receipt, duly accompanied by the required documents. The approval of reports does not constitute recognition of their conformity nor of the authenticity, completeness or accuracy of the information or declarations they contain.

7.2.5 By way of derogation from art. 14.2. of General Conditions (Annex II), duties, taxes and similar charges, including VAT, are not eligible costs under this contract.

**Declarative mentions and signatures**

The Beneficiary, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) certify that :

* they do not acquire and don't supply/will not acquire or supply equipment and do not intervene/will not intervene in sectors under embargo by the United Nations, the European Union or France. For information, the list can be found at: <https://www.sanctionsmap.eu> ;
* they not included in the lists of financial sanctions adopted by the United Nations, the European Union, France and/or the United States, notably in the fight against the financing of terrorism and against attacks on national peace and security. For information, the lists can be consulted at the references below:
* for the United Nations, the United Nations Security Council sanctions lists: <https://www.un.org/sc/suborg/fr/sanctions/un-sc-consolidated-list>,
* for the European Union, the lists can be consulted at the following address: <https://www.sanctionsmap.eu>,
* for France, see: <http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste>,
* for the United States, see: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>;
* they are not subject to a World Bank exclusion order and are not on the list published by the World Bank. For information, the list can be consulted at the following address: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

*In the hypothesis of such a decision of exclusion, we can join to the present declaration on honor the additional information which would allow to consider that this decision of exclusion is not relevant within the framework of the market).*

Finally, the Beneficiary, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) acknowledge and accept that the above-mentioned situations may lead to the automatic termination of the contract.

They undertake to inform Expertise France without delay of any change in our situation during the execution of the contract with regard to the present declaration.

FOR THE BENEFICIARY:

In.....………....….., on...…….....20....

First name:

Role:

Last name:

Preceded by the handwritten words “Read and approved":

Signature[[1]](#footnote-1):

FOR EXPERTISE FRANCE:

This offer is accepted as an undertaking.

In.....………....….., on...…….....20....

Last name:

First name:

Role:

Signature[[2]](#footnote-2):

Done in English in two original copies.

1. Date and original signatures [↑](#footnote-ref-1)
2. Date and original signatures [↑](#footnote-ref-2)