|  |  |  |
| --- | --- | --- |
|  | | **Grant CONTRACT** |
|  | | **Number: XXXXX** |
|  | | |
|  | | **OBJECT of the grant:**  **XXXXXXX** |
|  | | |
|  | | **MAXIMUM AMOUNT of the grant:**  **XXXXXXX** |
|  | | |
|  | | **SOURCE OF THE FUNDING:**  **[European Union][Agence française de développement [financing]/[fund administration]] [French government][Other, specify:]** |
| This grant contract falls within the scope of the cooperation project hereafter referred to as the “main contract” (donor contract) no. <to be completed> signed on <to be completed> by <to be completed> and <to be completed>, covering < *state the object of the main contract* >, implemented by [Expertise France] | | |
|  | **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: <*project title*> (the “project“)] [an operating grant for <specify> [[1]](#footnote-1)(the “work programme“)], 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] [of the work programme] shall commence on:

* [the day following the notification date of the Contract]
* [the first day of the month following the date on which the first instalment of pre-financing is paid by Expertise France]
* [<a later date (please specify)>]
* [<an earlier date (please specify)>]

2.3 The implementation period of the [project] [of the work programme], 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 at <amount>[EUR] [<ISO Code of the currency >], as set out in Annex III.

3.2 Expertise France undertakes to finance a maximum amount of <amount>[EUR] [<ISO Code of the currency >].

The grant is further limited to <enter applicable percentage> of the total eligible costs of the [project] [operating budget] 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. <select 1, 2 or 3>, as set out in Article 15.1.

**[Options 1 and 2]**

Initial pre-financing payment: <amount>[EUR] [<ISO Code of the currency >].

**[Option 2 only]**

Further pre-financing payment(s): <amount>[EUR] [<ISO Code of the currency >].  
(subject to the provisions of Annex II)

**[Options 1, 2 and 3]**

Balance of the final amount of the grant:  
(subject to the provisions of Annex II): <amount>[EUR] [<ISO Code of the currency >].

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)



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.

[4.x The first instalment of pre-financing shall be accompanied by a financial guarantee amounting to <amount> [EUR] [<ISO Code of the currency >] and comply with the requirements of Article 15.9 of Annex II.]

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**

XXXXX Department

For the attention of Mr/Ms XXXXX

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: XXX]

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)] [operating grants: operating budget]

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] [operating grants: <annex if specific models are to be used for activity reports and financial statements>]

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.

[Financial reports will be subject to an intermediate expenditure verification audit on each of the following dates: [at the half-way point of Project implementation] [prior to payment of the XXXXXXX prefinancing] [over the period from XX/XX/XXXX to XX/XX/XXXX].]

7.1.2 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 French Ministry of the Economy and Finance <https://www.economie.gouv.fr/dgfip/mission_taux_chancellerie/frais>][specified by the European Commission <https://ec.europa.eu/international-partnerships/system/files/per_diem_rates_20191218.pdf>] [to be defined]

[7.1.x 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.x The Project implemented shall be subject to the following evaluations supervised by Expertise France (or by a body engaged by Expertise France):

<Specify: - Evaluation mid-project/ex-post monitoring assignment, etc.]

[7.1.x The general conditions are supplemented by the following provisions covering safety/security: XXX The Beneficiary undertakes to include within tender documents specific mechanisms to take account of the safety/security risks, as set out below: …..].

[7.1.x The general conditions are supplemented by the following provisions covering the environmental and social risks.

[The Beneficiary undertakes to implement specific mitigation measures to the Project as defined in the Project’s environmental and social risks mechanism, as defined in the PEES (Environmental and Social Undertakings Plan). The Beneficiary undertakes to include within tenders specific measures to take account of the following environmental and social risks: [PEES (Environmental and Social Undertakings Plan) appended hereto]. The Beneficiary undertakes to demand that selected companies shall apply mitigation measures, that said companies ensure that all service providers similarly comply with all such measures and, in the event of any failure to do so, that they take all appropriate additional measures.

].

[The Beneficiary shall provide Expertise France with a report on the environmental and social conditions under which the Project will be implemented].

[If financed by Agence Française de Développement, the Beneficiary undertakes to forward to Expertise France and/or to Agence Française de Développement all documents relating to the system for managing third-party environmental and social claims][[2]](#footnote-2).

[7.1.x Financial support for third parties may only be granted in accordance with the conditions and criteria set out in the call for project rules forwarded to candidates and in the project description provided in Annex I.

Optional:

[The maximum amount of financial support per third party is limited to [EUR]]<40,000 or less …….>.] [The maximum amount of EUR 40,000 per third party shall not apply as the attainment of the project’s objectives would otherwise be impossible or excessively difficult.]

Optional:

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

7.2 By way of derogation from Annex II:

[7.2.x The non-profit rule does not apply to the Contract, in accordance with Article 17.7 of Annex II resulting from <specify the reason leading to the lifting of the non-profit rule>

7.2.x 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 XXXXXXXXXXXXX.]

[7.2.x 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 or 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.

[7.3 By way of derogation from Annex IV regarding the rules covering the award of public procurement contracts the following provisions shall apply: [The Beneficiary shall apply the contract award rules of Agence Française de Développement, which the Beneficiary acknowledges to have received from Expertise France]/[XXX).]

**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[[3]](#footnote-3):

FOR EXPERTISE FRANCE:

This offer is accepted as an undertaking.

In.....………....….., on...…….....20....

Last name:

First name:

Role:

Signature[[4]](#footnote-4):

Done in English in two original copies.

1. The provisions covering operating grants do not apply to grants awarded by the AFD. [↑](#footnote-ref-1)
2. Example of documents:

   * E&S scoping assignment reports
   * EIES (environmental and social impact studies)
   * PGES (environmental and social management plan)
   * CGES (environmental and social management framework)
   * PAR (resettlement action plan)
   * CPR (resettlement policy framework)
   * PEES (environmental and social undertakings plan)
   * Restricted environmental and social study
   * Restricted environmental and social action plan
   * Section of the feasibility study relating to environmental and social matters
   * Sections from the monitoring reports relating to environmental and social matters
   * PEES implementation monitoring reports

   [↑](#footnote-ref-2)
3. Date and original signatures [↑](#footnote-ref-3)
4. Date and original signatures [↑](#footnote-ref-4)