

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

ENI/2022/438-696

(the 'contract')

The European Union, represented by the European Commission, B-1049 Brussels, Belgium, itself represented by the Delegation of the European Union to Georgia, 64b Chavchavadze Avenue, 0179 Tbilisi, Georgia,

(the 'contracting authority')

of the one part,

and

Khoni Municipality

Public Law Body

National Registration Number : 244961225

6 Freedom Square

5900 Khoni, Georgia

hereinafter the 'coordinator'

and

Charity Humanitarian Centre Abkhazeti

Non-entrepreneurial non-commercial legal entity

Non profit association

Main Registration Number : 249262097

29 Tabidze Str, Kutaisi, Georgia

4600, Kutaisi, Georgia

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator, 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: ***Integrated Territorial Development of Khoni Municipality of Imereti Region*** (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 first day of the month following the date on which the first instalment of pre-financing is paid by the Contracting Authority.
- 2.3 The implementation period of the action, as laid down in Annex I, is 30 months.
- 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 18 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 12.5 of Annex II.

Article 3 — Financing the action

- 3.1 The total eligible costs are estimated at EUR 1,026,154.03 as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR 971,767.86.

The grant is further limited to 94,70 % of the total eligible cost of the action specified 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.
- 3.3 Pursuant to Article 14.8 of Annex II 5.18% of the final amount of direct eligible costs of the action established in accordance with Articles 14 and 17 of Annex II, may be claimed as indirect costs.

Article 4 — Reporting and payment arrangements

- 4.1 Payments shall be made in accordance with Article 15 of Annex II option no. 2 as set out in Article 15.1

Initial pre-financing payment:	EUR 464 063.48
Further pre-financing payments(s):	EUR 410 527.60 (subject to the provisions of Annex II).
Balance of the final amount of the grant:	
(subject to the provisions of Annex II):	EUR 97,176.78
- 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

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

European Commission

European Union Delegation to Georgia

64B Chavchavadze Avenue

0179 Tbilisi

Georgia

For the attention of Contracts, Finance and Audit Section at delegation-georgia-finance@eeas.europa.eu.

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

European Union Delegation to Georgia

64B Chavchavadze Avenue

0179 Tbilisi

Georgia

For the attention of Cooperation Section at delegation-georgia-hoc@eeas.europa.eu.

For the coordinator

Khoni Municipality

6 Freedom Square

5900 Khoni, Georgia

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by external body as notified by the Coordinator not later than 3 months before end of implementation of the action and subject to authorisation by the Contracting authority.

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 (including the logical framework of the project, and the concept note)

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

Annex III: Budget for the action (worksheets 1, 2 and 3)

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: Terms of reference for an expenditure verification of a European Union financed grant contract for external actions and model report of factual findings

Annex IX: Standard template for transfer of asset ownership

- 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.

Article 7 — Other specific conditions applying to the action

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

7.1.1 Financial support to third parties may only be awarded in compliance with the conditions set in the guidelines for applicants and in accordance with the criteria and conditions laid down in the description of the action in Annex I.

The maximum amount of financial support per each third party is limited to EUR 5,000.00

7.1.2 In the framework of financial support to third parties funds that are disbursed and the subject of a formal legal commitment between the coordinator (or its co-beneficiaries and affiliated entities) and a third party are taken into account when calculating the thresholds allowing the release of the further prefinancing payment in accordance with conditions laid down by art 15.1, option 2, point (ii) of Annex II.

7.2 The entity acting as a data controller as provided for in Article 1.3 and 1.4 of the general conditions is:

The Head of Unit of NEAR/R.4, Contracts and Finance : NEAR-R4@ec.europa.eu

Done in English in two originals, For contracts under direct management: one original being for the European Commission and one original being for the beneficiary(ies).

For the beneficiary(ies)

Name

Title

Signature

Date

For the contracting authority

Name Catalin Gherman

Title Acting Head of Cooperation

Signature

Date

Qualified electronic signature by:
CATALIN GHERMAN
Date: 2022-11-22 18:36:57 +01:00

Self-governing unit the municipality of Khoni
Digitally signed by Self-governing unit the municipality of Khoni
Date: 2022.11.28 12:05:33 +04'00'