

## GRANT CONTRACT

Grant contract identification number (it can be the consecutive number, e.g. 02/2015)

concluded between:

**The Regional Cooperation Council Secretariat**, Trg Bosne i Hercegovine 1/V, 71000 Sarajevo, Bosnia and Herzegovina, (hereinafter: the “**RCC Secretariat**”);  
and

\_\_\_\_\_ (Name of the Beneficiary), \_\_\_\_\_ (Address of the Beneficiary) (hereinafter: the “**Beneficiary**”)

(hereinafter: the RCC Secretariat and the Beneficiary are jointly referred to as: the “**Parties**”).

### 1. Purpose

1.1. The purpose of this Contract is the award of a grant by the RCC for the implementation of the Action entitled: \_\_\_\_\_ (Title of the action) as described in Annex I The Action (hereinafter: “the Action”).

1.2. The Beneficiary will be awarded the grant on the terms and conditions set out in this Contract, including the Annexes to this Contract (as defined in Article 2 herein), 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, in compliance with the provisions of this Contract and all legal obligations under the applicable law.

1.4. If the Beneficiary breaches any of its obligations under this Contract, the RCC Secretariat may undertake measures as defined in Annex III.

### 2. Implementation Period of the Action

2.1. This Contract shall enter into force on the date on which the later of the two Parties signs.

2.2. Implementation of the Action shall begin on: \_\_\_\_\_. The Action's implementation period, as laid down in Annex I, is: \_\_\_\_\_ (Number of months).

### 3. Financing the Action, Reporting and Payment Arrangements

3.1. The total cost eligible for financing by the RCC Secretariat is \_\_\_\_\_ (The amount), as set out in Annex II of this Contract.

3.2. The RCC Secretariat undertakes to finance a maximum of \_\_\_\_\_ (The amount), equivalent to \_\_\_\_\_ (The percentage) of the total eligible cost of the Action specified in Article 3.1.

3.3. The final amount shall be established in accordance with Annex III.

3.4. Narrative and financial report (in EURO currency) shall be produced, accompanying the request for payments. The RCC Secretariat may request additional information at any time. The Beneficiary shall prepare such information within 30 days as of the receipt of the RCC Secretariat's request.

3.5. Payment shall be made in accordance with the following:

- First instalment of pre-financing \_\_\_% (the percentage) of the part of the forecast budget) for the first \_\_\_ months (Number of months) of implementation financed by the RCC Secretariat: \_\_\_\_\_ (The amount)
- Forecast further instalment(s) of pre-financing (\_\_\_% of the part of the forecast budget) for the following months of implementation financed by the RCC Secretariat: \_\_\_\_\_ (The amount)

- Forecast final payment: \_\_\_\_\_ (*The amount*)

3.6. The first instalment of pre-financing, if applicable, shall be paid to the Beneficiary within \_\_\_\_\_ days (*number of days*), as from the date of receipt by the RCC Secretariat, accompanied by the financial guarantee, if required in accordance with Annex III.

3.7. The forecast final payment (*or forecast further instalments*) shall be paid upon the successful completion of audit and/or monitoring conducted by the RCC Secretariat as described in Annex III.

#### **4. Sub-granting**

The Beneficiary may not sub-contract third party to implement the Action as whole or any activity within the Action.

#### **5. Monitoring and External Audit**

5.1. The RCC Secretariat has the right to conduct on-site reviews, if necessary, drawing on the supporting documents for the accounts, accounting documents and any other documents relevant to the Action. The monitoring on-site visits will be arranged as to verify:

- Financial management of the Action within the Beneficiary. The Beneficiary is obliged to disclose and provide RCC Secretariat with the supporting documents for the accounts, accounting documents and any other documents requested by the RCC Secretariat. An on-site review shall include an analysis of the Beneficiary's financial systems, including timekeeping (if applicable);
- Programme implementation monitoring to verify whether the Beneficiary is meeting the Action's requirements.

5.2. Based on the results of the review the Beneficiary may be required to prepare an action plan to correct any deficiencies.

5.3. Pursuant to the regulation laid down in Annex III, the Beneficiary undertakes to make available all documents supporting the evidences on financial executions of the Actions to external auditors, appointed by the RCC Secretariat.

#### **6. Termination of the Contract**

6.1. Either party may terminate the Contract without cause by providing at least thirty (30) days written notice of termination to the other Party. Termination notice shall be delivered to the other Party by registered post, return receipt requested. Notice period starts to run as of the receipt of the termination notice by the other Party.

6.2. In addition, the RCC Secretariat may terminate this Contract if the Beneficiary has committed severe breach of the Contract. In this case, the Contract is terminated at the day of delivery of the termination notice (registered post, return receipt requested) to the Beneficiary.

#### **7. Annexes**

The following documents, including any variation or amendment thereto, make an integral part of this Contract and shall be understood and interpreted as a part of this Contract:

- ANNEX I – The Action;
- ANNEX II – Budget;
- ANNEX III – General Terms and Conditions;
- ANNEX IV- Declaration Concerning Grounds for Exclusion and Absence of Conflict of Interest;
- ANNEX V – Financial Information Form (FIF);
- ANNEX VI – Legal Entity Form (LIF);
- ANNEX VII – Financial Reporting Form;
- ANNEX VIII – Narrative Reporting Form;

- ANNEX IX – Request for Payment Form.

**8. Contact Addresses**

8.1. All notices required to be given in connection with this Contract shall be in writing and shall be sent to the address of the recipients set out in this Contract or to such other address as the Parties may designate in accordance with the provisions of this Article. Such notice may be delivered by fax, courier or registered mail (return receipt requested).

8.2. All notices and other communications between the Parties shall be sent to the following addresses:

|                                                                                                                                             |                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>The RCC Secretariat</b><br/>         Trg Bosne i Hercegovine 1/V<br/>         71 000 Sarajevo<br/>         Bosnia and Herzegovina</p> | <p>_____ (<i>Name of Beneficiary</i>) <b>(the Beneficiary)</b><br/>         _____ (<i>Address of Beneficiary</i>)<br/>         _____ (<i>City and postal code</i>)<br/>         _____ (<i>Country</i>)</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**9. Governing Law and Dispute Resolution**

9.1. This Contract shall be construed and governed in accordance with the laws of Bosnia and Herzegovina.

9.2. In the event when a dispute, controversy or claim arising from or in connection with this Contract cannot be settled amicably, the Municipal Court in Sarajevo will have exclusive jurisdiction over any dispute, whether contractual or non-contractual.

**10. Final Provisions**

10.1. The Parties agree that the General Terms and Conditions (Annex III) shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

10.2. This Contract is executed in \_\_\_\_\_ (*Number of counterparts*) counterparts in English language for each of the Parties; and all counterparts shall together constitute one and the same document.

|                                  |       |
|----------------------------------|-------|
| Contract number RCC Secretariat: | _____ |
| Contract number Beneficiary:     | _____ |

|                                  |                              |
|----------------------------------|------------------------------|
| RCC Secretariat, represented by: | Beneficiary, represented by: |
| Signature: _____                 | Signature: _____             |
| Name: _____                      | Name: _____                  |
| Function: _____                  | Function: _____              |
| Date: _____                      | Date: _____                  |