

Grant contract

External actions of the European community

Kolarctic CBC Programme 2014-2020

Grant contract identification number:

Name of the project

Project acronym

The Parties to this contract shall be the Managing Authority of the Kolarctic CBC Programme 2014-2020 and the Lead partner of the project:

The Managing authority:

The Lead partner:

Name

Address

Postal code

Country

Business ID

The Regional Council of Lapland, acting as the Managing Authority for the Kolarctic CBC Programme 2014-2020 (the Managing Authority) of the one part, and _____ (the Lead partner) of the other part, being the Parties to this contract, have agreed as follows:

Article 1

Purpose

1.1 The purpose of this contract is the award of a grant by the Managing Authority for the implementation of the Project entitled: _____ (the Project) described in Annex I. The grant is financed from the European Neighbourhood Instrument in the framework of the **Kolarctic CBC Programme 2014-2020** (the Programme) within its and

1.2 The Lead partner, representing the partnership identified in Annex I, 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 Lead Partner hereby declares it has noted and accepted. The contract is signed in accordance with the negotiations of the Managing Authority and the Lead Partner. The contract is based on the decision of the Joint Monitoring Committee 29/09/2017 to award a grant to the Project.
Date of committee evaluation: **29/09/2017**

Article 2

2.1 The award and implementation of the grant shall be governed by the implementing regulation of the European Commission (EU) No 897/2014 laying down the specific provisions of the implementation of cross-border cooperation programmes financed under Regulation (EU) No 232/2014 of the European Parliament and the Council establishing a European Neighbourhood Instrument. Any relevant national legislation must be observed in the implementation of the Project.

2.2 The lead partner accepts the grant and undertakes to carry out the Project in cooperation with the other partners identified in Annex I. The Lead Partner shall be responsible for the overall implementation of the Project. The Lead Partner receives the grant from the Managing Authority and ensures that it is managed and, where appropriate, distributed to the partners in accordance with the description of the Project (Annex I) and Budget for the Project (Annex III) without unnecessary delay. The obligations of partners laid out in Annex II must be observed throughout implementation.

2.3 The Lead Partner shall establish partnership agreements with all partners to guarantee proper implementation of the Project and sound financial management, especially with regard to recovery of unduly paid funds and financial responsibilities among the partnership. The agreements must also ensure that obligations laid out in Annex II are observed by all partners throughout implementation.

2.4 The lead partner shall ensure that the expenditure declared by the partners have been incurred for the purpose of implementing the Project and relate to the activities described in Annex I and have been audited pursuant to the rules of the programme described in Article 16 of Annex II.

Article 3

Implementation period of the project

3.1 This contract shall enter into force on the date when the last of the two Parties signs.

3.2 Implementation of the Project shall begin on ___ and end on ___. The Project's indicative implementation period shall be ___ months. In case this contract has not been signed by both Parties by the starting date of the Project identified in this Article, the project shall begin on the date on which the last of the two Parties signs this contract.

3.3 The execution period of this contract will end at the moment when final payment is paid by the Managing authority and in any case at the latest 18 months as from the end of the implementation period as stipulated in Article 3.2 above.

Article 4

Financing the Project

4.1 The total eligible costs of the Project are estimated at ____ €, as set out in Annex I.

4.2 The Managing authority undertakes to finance a maximum of ____ € equivalent to ____ % of the estimated total eligible costs of the Project; the final amount of the eligible costs shall be established in accordance with Articles 14 and 17 of Annex II.

The total Programme financing of the Project consists of the following co-financing shares:

	funding
EU funding	€ equivalent to ____ % of total eligible costs
Finland funding	€ equivalent to ____ % of total eligible costs
Norway funding	€ equivalent to ____ % of total eligible costs
Russia funding	€ equivalent to ____ % of total eligible costs
Sweden funding	€ equivalent to ____ % of total eligible costs

The total grant shall be Financing of total project ____ €

Financing of the Project shall include the own contribution of the partners, which amounts to ____ % of the total eligible costs of the Project.

A maximum of up to ____ % of the grant may be used on activities implemented outside the Programme core region. Any such activities must be necessary for achieving the Project's objectives and must be foreseen and clearly indicated in Annexes I (Project Plan) and III (Project Budget).

4.3 Pursuant to Article 14.4 of Annex II, a flat-rate payment of up to ____ % (maximum 7%) of the final amount of direct eligible costs of the Project, excluding any costs incurred in relation to the provision of infrastructure, established in accordance with Articles 14 and 17 of the Annex II, may be claimed by the partners as indirect costs. This flat-rate funding may not exceed 60 000 EURO per partner. In case the flat-rate payment would exceed 60 000 EURO per partner, the payment will be limited to 60 000 EURO per partner.

4.4 Pursuant to Article 14.3 of Annex II, the Regulation under which this contract is financed authorises payment of taxes, including VAT, in the case the partners can show they cannot reclaim.

Article 5

Narrative and financial reporting and payment arrangements

5.1 Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15.1 of Annex II. Required reporting is submitted to the Managing Authority electronically. In addition to the electronic version a signed original must be submitted to the Managing Authority.

5.2 Payments shall be made as follows:

First installment of pre-financing

___ € of which	
EU funding	__ €
Finland funding	__ €
Norway funding	__ €
Russia funding	__ €
Sweden funding	__ €

5.3

Article 6

Auditing and verification requirements

6.1 The expenditure declared by the partners in payment requests shall be examined by an independent auditor, who shall confirm that the expenditure and any revenues reported are real, accurately recorded and eligible with regard to this contract. The examination must be undertaken according to the principles described Article 16 of Annex II.

6.2 The partners shall inform the Managing Authority of their choice of auditor within six months of the beginning of implementation of the Project. The Managing Authority has the right to reject expenditure verification reports that contain inconsistencies or errors. The Managing Authority may ask any partner to designate another auditor in accordance with Article 9.4 of Annex II.

6.3 The Managing Authority may perform administrative and on-the-spot verifications to ensure that services, supplies and works have been performed, delivered and/or installed. The Managing Authority may also carry out verifications to ensure that payments related to any expenditure declared by the partners have been made and that this expenditure complies with applicable legislation, Programme rules and other conditions set for Programme support. The Managing Authority may be assisted in this task by the National Control Contact Points and other relevant Programme bodies named in the Joint Operational Programme.

Article 7

Annexes

7.1 The following documents are annexed to this contract and form an integral part of the contract:

Annex I: Project plan

Annex II: Conditions applicable to grant contracts financed by the Karelia/Kolarctic/South-East Finland-Russia CBC programmes

Annex III: Project budget

Annex IV: Contract-award procedures

Annex V: Terms of Reference for an expenditure verification of a grant contract

7.2 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 8

Other specific conditions applying to the project

Signature

For the lead partner

For the Managing authority

Name:

Name:

Position:

Position:

Date:

Date:

Signature:

Signature: