

**GRANT CONTRACT**  
**- EXTERNAL ACTIONS OF THE EUROPEAN UNION -**  
**CSO-LA/2017/389-450**  
(the 'Contract')

The European Union, represented by the European Commission,  
the 'Contracting Authority'

of the one part,

and

KLIMA-BUNDNIS DER EUROPAISCHEN STADTE MIT INDIGENEN VOLKERN DER  
REGENWALDER / ALIANZA DEL CLIMA EV EINGETRAGENER VEREIN  
Registration N°: VR10149  
Galvanistrasse 28  
60486 FRANKFURT AM MAIN  
GERMANY  
VAT N°: DE244331692

hereinafter the "Coordinator"

and

ACTION SOLIDARITE TIERS MONDE ASTMASBL  
ASSOCIATION SANS BUT LUCRATIF  
Avenue De La Liberte 55  
1931 LUXEMBOURG  
LUXEMBOURG

ANAPTIKSI AKI ANONYMOS ETERIA O.T.AANATOLIKIS THESSALONIKIS K ANAPTIKSIS  
ANTHROPINOY DINAMIKOU KAI ENISCHISIS TOPIKIS OIKONOM ANATOLIKI AE  
ANONYMOS ETAIREIA  
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NETZWERK ENTWICKLUNGSPOLITIK IM SAARLAND EV  
EINGETRAGENER VEREIN  
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66111 SAARBRUCKEN  
GERMANY

of the other part,

(the parties)

Handwritten signature and initials in blue ink, located at the bottom right of the page.

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: " *Change the power - (em)power to change: Local Authorities towards the SDGs and Climate Justice* " (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) accept(s) the grant and undertake(s) 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 1 January 2018.
- 2.3 The implementation period of the Action, as laid down in Annex I, is 36 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 cost is estimated at EUR 3 281 945.56, as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of EUR 2 953 751.

The grant is further limited to 90% of the estimated 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 14.7 of Annex II, 7.00% 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 1,276,282.78
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Further pre-financing payments(s): (subject to the provisions of Annex II)	EUR 1,382,093.12
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Balance of the final amount of the grant: (subject to the provisions of Annex II)	EUR 295 375.10
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## 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 should be sent to:

European Commission.  
Directorate-General for Development and Cooperation — EuropeAid  
For the attention of Finance and Contracts - B 06  
B-1049 Brussels  
Belgium

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

European Commission  
Directorate-General for International Cooperation and Development – EuropaAid  
Gender Equality, Human Rights and Democratic Governance - B 01  
B-1049 Brussels  
Belgium

### For the Coordinator

Klima-Bundnis  
Galvanistrasse 28  
60486 FRANKFURT AM MAIN  
GERMANY

5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by:

uniTreuGmbH  
Wirtschaftsprüfungsgesellschaft  
Harald Hoffmann (director) and Sybille Seifert  
Frankfurter Str. 10-14  
65760 Eschborn  
Germany

## 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)                    |
| Annex II:  | General Conditions applicable to European Union-financed grant contracts for external Actions |
| Annex III: | Budget for the Action   |
| Annex IV:  | Procurement rules for Beneficiaries   |
| 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 VIII: 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 100 000.

Financial support is one of the main purposes of the Action.

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 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, option 2, point (ii).

7.1.3 As stated in Annex 10 of the guidelines, "the auditor selected by the beneficiary shall verify the eligibility of the costs incurred by the third parties". Therefore,

- Article 14 of the General Conditions applies mutatis mutandis to these third parties.
- Implementation period of the financial support to third parties should allow for such verification.
- An expenditure verification report or a detailed breakdown of expenditure is required with every payment request.

Done in English in three originals, two originals being for the European Commission, and one original being for the Beneficiary.

### **For the Beneficiary**

Name *Thomas Brose*

Title *Executive Director*

Signature *Thomas Brose*

Date

### **For the Contracting Authority**

Name *P. Van Der Ende*

Title *Deputy Head of Unit*

Signature *[Signature]*

Date *15/12/2019*