**GRANT CONTRACT**

**- EXTERNAL ACTIONS OF THE EUROPEAN UNION -**

TR2021/W1T7/A02/OT02-2/….

(the ‘contract’)

The Government of Republic of Türkiye, represented by the **Central Finance and Contracts Unit (CFCU)**, with its office at T.C. Hazine ve Maliye Bakanlığı Kampüsü, E Blok, İnönü Bulvarı No:36 06490, Emek, Ankara / Türkiye, (the ‘contracting authority’)

of the one part,

and

<Full official name as mentioned in the LEF >

[<Legal status (organisation)>]

[<Organisation official registration number>]

<Full official address>

**[**VAT number, for VAT registered beneficiaries**]**,

hereinafter the ‘coordinator’

and

<Full official name as mentioned in the LEF of any co-beneficiary(ies)>

[<Legal status (organisation)>]

[<Organisation official registration number>]

<Full official address>

[VAT number, for VAT registered beneficiaries]

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator[[1]](#footnote-1), collectively referred to as ‘beneficiaries’ 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: <**title of the action**> (the ‘action’) described in Annex I.

1.2. The beneficiaries 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 beneficiaries hereby declares it has noted and accepted.

1.3. The beneficiaries 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 :

choose one of the following:

* the day following that on which the second of the two parties signs
* [<a later date (specify the date)>]

2.3. The implementation period of the action, as laid down in Annex I, is <**number of 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 <amount>**, as set out in Annex III.

3.2. The contracting authority undertakes to finance a maximum amount of **EUR** <**amount**>.

The grant is further limited to <**enter applicable percentage**> 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, <**enter percentage, maximum 7 % …**>**%** 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. 1 or 2 as set out in Article 15.1

**Option 1**

Initial pre-financing payment: **EUR <amount**>

Balance of the final amount of the grant

(subject to the provisions of Annex II): **EUR** <**amount**>

**Option 2**

Initial pre-financing payment: **EUR** <**amount**>

Further pre-financing payment

(subject to the provisions of Annex II): **EUR** <**amount**>

Balance of the final amount of the grant

(subject to the provisions of Annex II): **EUR** <**amount**>

4.2 An electronic system will be used by the contracting authority and the beneficiaries for all stages of implementation including, inter alia, management of the contract (amendments and notifications), reporting (including reporting on results) and payments. The beneficiaries 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 beneficiaries 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 beneficiaries 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

Barbaros Murat Köse (Acting CFCU Director)

Merkezi Finans ve İhale Birimi

(Central Finance and Contracts Unit-CFCU)

T.C. Hazine ve Maliye Bakanlığı Kampüsü

E Blok İnönü Bulvarı No:36 06490, Emek, Ankara/Türkiye

Phone : +90.312.295 49 00

Fax : +90.312.286 70 72

Copies of the reports referred to in Article 4.1 shall be sent to the Union of Chambers and Commodity Exchanges of Türkiye and the Delegation of the European Union to Türkiye, at the following addresses:

The Union of Chambers and Commodity Exchanges of Türkiye (TOBB)

Mustafa Kemal Mahallesi, Eskişehir Yolu (Dumlupınar Blv.)

9. km No:252, 06530 Çankaya,Ankara/Türkiye

Phone : +90 312 218 20 00

Fax : +90 312 219 40 90-91-92-93

Delegation of the European Union to Türkiye

Uğur Mumcu Cad. 88, 4th Floor,

Gaziosmanpaşa, 06700 Ankara/Türkiye

Phone : +90.312.459 87 00

Fax : +90.312.447 40 07

For the coordinator

<address of the coordinator for correspondence>

5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out 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,financial identification form and legal entity form

Annex VI: Model narrative and financial report

Annex VII: N.A.

Annex VIII: N.A.

Annex IX: Standard template for transfer of asset ownership

Annex X: Granting of Facilities and Taxation

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

If any affiliated entity in line with the guidelines for applicants:

7.1.x For the purpose of this agreement, the following legal entities are considered as affiliated entities:

- <name of the legal entity>, affiliated to <name of the beneficiary>;

- <name of the legal entity>, affiliated to <name of the beneficiary>;

Costs incurred by these affiliated entities may be accepted as eligible, provided the entities concerned abide by all the relevant rules applicable to the beneficiaries under this contract.

7.1.x In addition to Article 14.1, all payments should be made via bank apart from payments up to 200 EUR per transaction representing value of goods or services and recorded into the beneficiaries’ accounting system. Any payments made by other means may be considered ineligible unless it is duly justified. Note that payments must not be split artificially to circumvent this threshold.

7.1.x Where the implementation of the action requires the setting up or the use of a project office, the beneficiaries may declare as direct eligible costs the portion of the operating costs of the project office described in the proposal which corresponds to the duration of the Action either based on costs actually incurred by the project office for the action or on the cost apportionment approach presented as part of the proposal.

7.1.x Salary costs of the personnel of national administrations shall be considered eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the action were not undertaken.

7.2 The following derogations from Annex II shall apply:

7.2.1 By derogation from Article 14.2 of annex II, the following costs shall not be considered eligible:

* taxes, including value added taxes[[2]](#footnote-2);
* customs and import duties, or any other charges.

7.2.2 By way of derogation from Article 15.6 of Annex II, once the deadline laid down in Article 15.4 has expired, the coordinator shall be entitled to late payment interest in accordance with Article 15.6. In such case, a demand must be submitted within two months of receiving late payment.

7.2.3 By derogation to Article 15.9 of Annex II, and for the purpose of reporting, conversion into the currency set in the special conditions shall be made using the monthly InforEuro rate on the date of payment.

7.3 For the purpose of Article 1.3 and 1.4 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

7.3.1 Articles 1.3 and 1.4 of Annex II shall be replaced by the following:

1. Processing of personal data related to the implementation of the grant contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the grant contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the grant contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the grant contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the grant contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[3]](#footnote-3) and as detailed in the specific privacy statement published at ePRAG.

Done in English in three originals, one original being for the contracting authority, one original being for the European Commission, and one original being for the beneficiaries.

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| --- | --- | --- | --- |
| **For the beneficiaries[[4]](#footnote-4)** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Model mandate provided in Annex A to the guidelines for applicants. [↑](#footnote-ref-1)
2. Unless the following conditions are fulfilled:

   (i) the value added taxes are not recoverable by any means; **and**

   (ii) it is established that they are borne by the final beneficiary, **and**

   (iii) they are clearly identified in the project proposal. [↑](#footnote-ref-2)
3. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-3)
4. In accordance with the mandate conferred on the coordinator, (see application form), the coordinator signs this contract also on behalf of the other beneficiaries, who, therefore, do not need to individually sign this contract to become parties to it. [↑](#footnote-ref-4)