

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
IPA 2019/413-899

(the 'contract')

The European Union, represented by the European Commission (the 'contracting authority')
of the one part,

and

**Center for Promotion of Sustainable Agricultural Practices and Rural Development –
CeProSARD**


Private and Public law body with legal form

Official registration number: 6322409

DEMIR TRAJKO 27A

1000 SKOPJE

MK-Republic of North Macedonia

VAT number: 

hereinafter the 'coordinator'


and

DEMIR KAPIJA MUNICIPALITY

Official registration number: 600851

11th October nn

Postcode 1442

Demir Kapija


and


**Sojuz na specijalni edukatori i rehabilitatori na Republika Severna Makedonija/Association
of Special Educators and Rehabilitators of MK (ASER)**

Official registration number: 4109244

Ul. 11 Oktomvri br. 42

Skopje-Centar

MK-Republic of North Macedonia

VAT number, for VAT registered beneficiaries: 

and


Special Institute Demir Kapija

Official registration number:4019857

Str. Naum Naumovski 4

Demir Kapija

1442 Demir Kapija

VAT number, for VAT registered beneficiaries: [REDACTED]

and

LOZAR FOUNDATION-Sweden

Official registration number:8024802558

Kyrkogårdsvägen 16

43245 Varberg

Sweden

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator¹, 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:

¹ Model mandate provided in Annex A to the guidelines for applicants.

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: **‘Together for introduction of more opportunities and respect – TIMOR’** (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 day following that on which the second of the two parties signs.
- 2.2 Implementation of the action shall begin on: **02 January 2020**.
- 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 costs are estimated at **666,597.41 EUR** as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of **599,937.67 EUR**.
The grant is further limited to 90% 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 14.7 of Annex II, 2.33% 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 103,464.53**
Further pre-financing payments(s): **EUR 425,976.44** (subject to the provisions of Annex II).
Balance of the final amount of the grant:
(subject to the provisions of Annex II): **EUR 70,496.70**
- 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:

Delegation of the European Union to the Republic of North Macedonia
For the attention of the Head of Finance, Contracts and Audit Section
St. Kiril i Metodija 52B
1000 Skopje

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

Delegation of the European Union to the Republic of North Macedonia
For the attention of [REDACTED] Programme Manager
St. Kiril i Metodija 52B
1000 Skopje

For the coordinator

[REDACTED]
Center for Promotion of Sustainable Agricultural Practices and Rural Development –
CeProSARD
Private and Public law body with legal form
Official registration number: 6322409
DEMIR TRAJKO 27A
1000 SKOPJE
North Macedonia
info@ceprosard.org.mk
Phone: +389 2 3061 391

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by: ECOVIS AUDIT MACEDONIA, 1/1-10 Anton Popov I P.O. Box 462, 1000 Skopje Republic of North Macedonia. Telephone: +38922463140 – website: www.ecovis.com

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the grant contract. The beneficiary must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The beneficiaries must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

7.3 The entity acting as a data controller as provided for in Article 1.3 and 1.4 of the general conditions is: Head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

Done in English in three originals, two originals being for the European Commission, and one original being for the beneficiary(ies).

For the beneficiary(ies) ²

Name

Title

Signature

Date

23.12.2019

For the contracting authority

Name

Date

19-12-2019

² 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.

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 VAT/taxes, duties and charges are not eligible.

7.2 The following derogations from Annex II shall apply:

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

1.3 Processing of personal data by the Commission

Any personal data included in the grant contract must be processed by the Commission in accordance with Regulation (EU) No 2018/1725.

Such data must be processed by the data controller identified in the special conditions solely for implementing, managing and monitoring the grant contract or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article 16 of these general conditions.

The beneficiaries have the right to access, rectify or erase their own personal data and the right to restrict the processing of their personal data or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) No 2018/1725. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in the special conditions.

The beneficiaries may have recourse at any time to the European Data Protection Supervisor.

1.4 Processing of personal data by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).