

**15 January 2016**  
Special conditions.doc

## 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: "Reinforcing the Child Welfare and Protection System in Georgia" 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 date when the second of the two Parties signs.
- 2.2 The implementation of the Action shall begin on the first day of the month following the date on which the first instalment of pre-financing is paid by the Contracting Authority'.
- 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 EUR 1,613,734, as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of EUR 1,452,361.  
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, 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. 2 as set out in Article 15.1

Initial pre-financing payment:	EUR 484,961
Further pre-financing payments(s):	EUR 822,164 (subject to the provisions of Annex II).
Balance of the final amount of the grant:	EUR 145,236 (subject to the provisions of Annex II).


### 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:

European Commission  
Directorate-General for International Cooperation and Development  
For the attention of Mrs. Karine Genty, Head of Unit DEVCO/B6  
Rue de la Loi 41 (Office 3/110),  
1049 Brussels, Belgium

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

HR



European Commission  
Directorate-General for International Cooperation and Development  
For the attention of Mrs. Chiara Adamo, Head of Unit DEVCO/B1  
Rue de la Loi 41 (Office 3/080)  
1049 Brussels, Belgium

For the Coordinator  
World Vision France / Vision du Monde  
9 rue Ampère  
75017 PARIS  
France

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

Baker Tilly Georgia  
Meidan Palace, 44 K.Abkhazi street  
0105 Tbilisi, Georgia  
Tel/Fax: +995 32 2438 999  
e-mail: [office@bakertillygeorgia.ge](mailto:office@bakertillygeorgia.ge)  
*Ivane Jelia* - Managing Partner  
e-mail: [vjelia@bakertillygeorgia.ge](mailto:vjelia@bakertillygeorgia.ge)  
*Bessik Biseishvili* - Partner  
e-mail: [bessik@bakertillygeorgia.ge](mailto:bessik@bakertillygeorgia.ge)

## **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 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 60.000.

7.1.2 Where the implementation of the Action requires the setting up or the use of local infrastructure in the partner country (field office), the Beneficiary(ies) may declare as eligible direct costs the portion of capitalised and operating costs of the local infrastructure which corresponds to the duration of the Action at the rate of use of local infrastructure for the purpose of the Action, determined by the Beneficiary(ies) on the basis of a simplified allocation method, provided that the allocation method is:

- compliant with the Beneficiary(ies)'s usual accounting and management practices and applied in a consistent manner regardless of the source of funding, and
- based on an objective, fair and reliable allocation key .
- assessed and accepted by the evaluation committee, where applicable, and the Contracting Authority at the time of contracting.

In case costs are reported on the basis of a simplified method of allocation, adequate record and documentation must be kept by the Beneficiary(ies) to prove the compliance of the allocation method used with the conditions set out above.

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

**For the Beneficiary(ies)**

Name Camille ROMAIN DES BOSCS

Title Director

World Vision France /  
Vision du monde

POA Hubertine Konehe  
Programs Director

Signature



Date

01.12.2018

**For the Contracting Authority**

Name Fabienne VAN DEN EEDE

Title Deputy Head of Unit

Unit B.1 - Gender Equality, Human  
Rights and Democratic Governance  
Directorate B – People and Peace  
DG International Cooperation and  
Development – EuropeAid (DEVCO)  
European Commission

Signature



Date

27/12/2018

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