**PROJECT CONTRACT No. …….**

between

**SOL CONSULTING S.A.**

Karneadou 25-29, 10675 Athens, Greece

Registration number 004985801000

in partnership with HumanRights360

as legally represented for the signature of the present contract by:

………………….

hereinafter referred to as a the **“Fund Operator”**

and

**“…………….”**

………………..

Registration number: …….

TIN Number: …………..

as legally represented for the signature of the present contract by:

………………

hereinafter referred to as the **“Project Promoter”**

together hereinafter referred to as the **“Parties”**

**for the implementation of the Project**

**“……………”**

hereinafter referred to as the “Project”

**funded under the EEA Financial Mechanism**

**“Asylum and Migration” Programme in Greece**

hereinafter referred to as the “Programme”

**With regard to the framework of the provisions and documents hereunder:**

1. The Regulations on the EEA and Norway Grants, and in particular:
	1. Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021
	2. Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021
	3. Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014-2021
	4. Any guidelines adopted by the Financial Mechanism Office for the implementation of the EEA Financial Mechanism 2014-2021
	5. The Programme Rules related to the eligibility of expenditure
	6. The EU and national Rules related to the:
		1. public procurement & competition
		2. protection of the environment
		3. equal opportunities
		4. non discrimination
2. The Application Form / Concept Note with the approval of the Financial Mechanism Office (**Annex 1**);
3. The Budget Table with the approval of the Financial Mechanism Office (**Annex 2**);
4. The Communication Plan with the approval of the Financial Mechanism Office (**Annex 3**)
5. The Eligibility of Expenditures (**Annex 5**)
6. The Risk Assessment & Mitigation Analysis of the Project (**Annex 6**)
7. The timeline workplan of the Project (**Annex 7**)
8. The Results Framework of the Project (**Annex 8**)
9. The Project Promoter’s Manual, providing guidance for the implementation of the Project

**Hereby conclude the following:**

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# Chapter 1: Provisions relating to the Project

## 1.1 Scope

**1.** This Project Contract sets out the terms and conditions for this grant with total budget **EUR ………….**, as well as the roles and responsibilities of the Parties, laying down their rights and obligations regarding the implementation of the Project.

**2.** The obligations of the Project Promoter under this Project Contract shall be valid and enforceable under Greek law.

## 1.2 Outcomes of the Project

**1.** The planned outcomes of the Project are described in **Annex 1** of the present Contract.

**2.** Any deviation from these planned outcomes after the signature of the present Project Contract shall be notified to the Fund Operator.

## 1.3 Description of the Project

The Project **“…………”** which will be implemented by the Project Promoter according to the terms and conditions of the present Project Contract, as well as its approved Application Form/ Concept Note , is analytically described in **Annex 1**.

## 1.4 Work plan of the Project

**1.** The Project Promoter shall implement the Project according to the Work plan described in **Annex 1 & 7** of the present Project Contract which is essential for implementing the Project.

**2.** Changes to the Work plan shall be agreed between the Parties and shall be reflected through a modification of **Annexes 1 & 7** to this Project Contract.

## 1.5 Timetable for implementing the Project

**1.** Project shall be implemented based on the timetable provided by Project Promoter and attached in **Annex 6** of the present Project Contract.

**2.** Changes to the timetable can be agreed upon between the Parties and shall be reflected through a modification of Annex **1**, **2 & 6** to this Project Contract.

## 1.6 Outputs of the Project

**1.** The Project Promoter shall within the time limits described in the present Project Contract deliver such outputs, as analytically described in **Annex 7.**

**2.** In case the Project Promoter cannot meet the quality and deadlines for an output, it shall notify the Fund Operator.

## 1.7 Staff

**1.** The Project Promoter shall have sufficient and skilled staff which will perform its work at the highest professional level. A list of Project Promoter’s management team including names, CVSs and positions shall be communicated to the Fund Operator within 7 working days from signature of the present Project Contract. Changes to the management team shall be communicated to the Fund Operator within five (5) working days.

**2.** The Project Promoter commits to apply all rules and regulations as to the health and safety of the staff. The Project Promoter shall ensure that the national or applicable legislation is respected as regards the employment contracts of its staff and their qualifications and recruitment process.

## 1.8 Project Grant

**1.** The total amount of the Project Grant is **EUR** **……………** reflecting up to 90% of the total eligible expenditure of the Project.

**2.** The Project Grant may be used for the sole purpose of implementing the Project in accordance with the terms of the present Project Contract.

## 1.9 Budget

**1.** A detailed budget for the Project providing calculations and explanations on unit costs, hourly rates quantities used etc. and broken down per expected outcomes of the Project, as per the template provided by the Fund Operator in advance, is provided by Project Promoter and is included in the present Contract as **Annex 2** thereof.

**2.** All amounts set out in the budget shall be shown in euro and rounded to the nearest euro.

**3.** Overall figures are provided per budget heading, broken down by category of eligible expenditure.

**4.** Any modifications in the budget are permitted provided that the Fund Operator is informed and any such modification does not affect the purpose of the Project. Funds can be transferred between budget categories by the Project Promoter but they cannot exceed 10% of the total amount in the relevant budget category. The modifications to the budget made by the Project Promoter during the project should be taken into account in a cumulative way. If modifications are more significant, i.e. greater than 10%, such modifications are subject to prior approval by the Fund Operator. If such a modification is not approved by the Fund Operator, the Fund Operator has the right not to accept the increase as eligible costs.

## 1.10 Principles of implementation

**1.** The Project shall be based on the common values of respect for human dignity, freedom, democracy, equality, the rule of law and respect for human rights, including the rights of persons with disabilities and belonging to minorities.

**2.** The Project shall follow the principles of good governance. It shall be participatory and inclusive, accountable, transparent, responsive effective and efficient with zero-tolerance by the Fund Operator and the Project Promoter towards corruption.

**3.** The Project shall be consistent with sustainable development, long-term economic growth, social cohesion and environmental protection. To this end, the Project Promoter shall ensure sustainability of the Project and maintenance of Project outcomes for at least 2 years after the expiration of the present Project Contract, so as to ensure long-term impact of Project’s outcomes and objectives.

**4.** The Project shall follow a results and risk based management approach.

## 1.11 Status and hierarchy of documents

**1.** The Annexes to this Project Contract, form an integral part of the Project Contract. Any reference to this Project Contract includes a reference to its Annexes unless otherwise stated or is clear from the context.

**2.** The provisions of the Annexes shall be interpreted in a manner consistent with this Project Contract. Should the meaning of any provision of said Annexes, so interpreted, remain inconsistent with this Project Contract, the provisions of the Annexes shall prevail.

**3.** The Project Promoter shall carry out the Project using his best efforts to achieve the requirements and the results of the Project performing all Project actions in accordance with the terms and conditions as stated in the present Project Contract.

## 1.12 Co-operation

**1.** The Parties shall take all appropriate and necessary measures to ensure fulfillment of the obligations and objectives arising out of the present Project Contract.

**2.** The Parties agree to provide all information necessary for the good functioning of the present Project Contract and to apply the highest degree of transparency and accountability.

**3.** The Parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of the Project. All official written communications between the parties, shall be in English language.

## 1.13 Risk assessment

**1.** The Project Promoter shall continuously identify and assess the risks to the effective implementation of the Project and the achievement of its expected outcomes and objectives and identify and take appropriate actions to mitigate those risks.

**2.** The Project Promoter’s risk assessment and mitigation analysis drafted on the template provided by the Fund Operator, is attached hereto as **Annex 5** and shall be reviewed and modified at least once a year which will then be submitted with the latest interim progress report of each year**.** Any modifications to the risk assessment shall be subject to discussions on the Review Meetings between the Parties and agreed by both Parties hereto in written and will be attached hereto as Annex 5a, 5b, etc.

**3.** The Fund Operator will, through its Management Control System monitor regularly the risk assessment at all stages.

# Chapter 2: Main Responsibilities of the Parties

## 2.1 Main responsibilities of the Fund Operator

**1.** The Fund Operator is responsible for transferring the Project Grant amount to the Project Promoter and for carrying out verifications and controls on the administrative, financial, technical and physical aspect of the Project, as appropriate, in accordance with the principle of proportionality. In particular, the Fund Operator is responsible for the following tasks:

1. Ensure the transfer of funds to the Project Promoter and the verifiable management of the funds, including financial accounting, verification of incurred expenditures and documents, and payment requests;
2. Ensure financial flows and fund transfers that ensure adequate risk management and financial control;
3. Conduct regular monitoring on the implementation of the Project, as well as regular monitoring based on risk assessment and random samples;
4. Conduct audits and on-the-spot verifications of the Project;
5. Ensure review of project implementation and completion reports;
6. Conduct administrative verification in respect of incurred expenditure reported by Project Promoter;
7. Establish measures to prevent, detect and nullify suspected or actual cases of irregularities;
8. Keep the Project Promoter informed on a regular basis about the relevant communication between the Fund Operator and the FMO;
9. Inform the Project Promoter about the essential issues connected to the Project implementation without delay.
10. Compile an annual Project Report on the Project which may include recommendations for improvements with deadlines for their implementation by the Project Promoter with included feedback from the DPP UDI. Failure of the Project Promoter to adhere with the required recommendations or repeated findings or similar irregularities can entail financial consequences including reduction and/or postponement of the advance and/or regular payment installments to Project Promoter. A summary of such Projects Reports drafted by Fund Operator shall be published in the website of the Fund Operator within one month after the end of the calendar year.

**2.** The Fund Operator shall perform its rights and obligations under the present Contract with due care, efficiency and diligence, in accordance with the best professional practice.

**3.** The Fund Operator shall operate in an open, transparent and accountable manner.

## 2.2 Main responsibilities of the Project Promoter

**1.** The Project Promoter shall:

1. Commit to do everything in its power to carry out the activities of the Project, as described in par. 1.3 of the present Contract and more particularly and analytically in Annex 1 thereof.
2. Provide the staff, facilities, equipment and material necessary to perform the Project activities;
3. Ensure adequate communication with the Fund Operator;
4. Adhere to all procedures concerning internal communication, reporting, staff, work plan, issues as per the present Contract and its Annexes;
5. Ensure that interaction with the Fund Operator and other Project Promoters, and Project Partners, if any, takes place in continuous and smooth way;
6. Provide the Fund Operator without any delay with any information needed to draw up the reports, or provide with any further information needed by the Fund Operator;
7. Inform the Fund Operator immediately about any delay in the performance of the activities or any circumstance that could lead to a temporary or final discontinuation of the Project;
8. Inform the Fund Operator about any change in key personnel, tasks or procedures of its Project team;
9. Maintain either a separate accounting system or an adequate accounting code for all transactions relating to the Project;
10. Support and comply with all procedures foreseen about communication & information activities of the Project, described in the Communication Manual and Communication Plan attached hereto as **Annex 3**;
11. Inform the Fund Operator on the details of his separate bank account where the Project Grant shall be transferred by the Fund Operator in applicable instalments;
12. Complete the activities foreseen for each reporting period of the Project implementation;
13. Report on its activities and the expenditures on a basis which enables the Fund Operator to comply with his reporting obligations to the FMO and the National Focal Point (Art. 12.01 of the Contract).
14. Incur expenditures within the given reporting period and submit the supporting documents on validation of expenditure to the Fund Operator;
15. Comply with EU and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
16. Be responsible for the sound financial management of the funds allocated to the Project.

# Chapter 3: Information and communication

## 3.1 General provision

The Project Promoter shall implement its Communication and Information Plan as this is described in **Annex 3** based on responsibilities defined in Regulations on the implementation of the EEA and Norwegian Financial Mechanisms 2014-2021, Annex 3 –Information and Communication Requirements.

# Chapter 4: Eligibility of expenditures

## 4.1 General principles on the eligibility of costs in the Project

**1.** Eligible expenditures of the Project are those actually incurred by the Project Promoter or the Project Partner, if any, which meet the criteria of eligibility analytically described in **Annex 4**, as well as following criteria:

1. they are incurred between the first and final dates of eligibility of the Project as specified in par. 4.7 of the present Contract;
2. they are connected with the subject of the present Contract and they are indicated in the detailed Budget of the Project;
3. they are proportionate and necessary for the implementation of the Project;
4. they are used for the sole purpose of achieving the objective of the Project and its expected outcomes in a manner consistent with the principles of economy, efficiency and effectiveness;
5. they are identifiable and verifiable, in particular through being recorded in the accounting records of the Project Promoter and determined according to the applicable accounting standards and generally accepted accounting principles; and
6. they comply with the requirements of applicable tax and social legislation.

**2.** Expenditures are considered to have been incurred when the cost has been invoiced, paid and the subject matter delivered (in case of goods) or performed (in case of services and works). Exceptionally, costs in respect of which an invoice has been issued in the final month of eligibility are also deemed to be incurred within the dates of eligibility if the costs are paid within 30 days of the final date of eligibility. Overheads and depreciation of equipment are considered to have been incurred when they are recorded on the accounts of the Project Promoter.

**3.** The Project Promoter’s internal accounting and auditing procedures must permit direct reconciliation of the expenditures and revenue declared in respect of the Project with the corresponding accounting statements and supporting documents.

## 4.2 Direct expenditures

**1.** The eligible direct expenditures for the Project are those expenditures which are identified by the Project Promoter in accordance with its accounting principles and usual internal rules, as specific expenditures directly linked to the implementation of the Project and which can therefore be booked to it directly. The following direct expenditures are eligible provided that they satisfy the criteria set out in 4.1 above:

1. the cost of personnel assigned to the Project, comprising actual remuneration including social security charges and other statutory costs, as applicable, provided that this corresponds to the Project Promoter’s usual policy on remuneration;
2. travel and subsistence travel and subsistence allowances for staff and volunteers taking part in the Project, provided that they are in line with the Project Promoter’s usual practices on travel costs;
3. cost of new or second hand equipment provided that it is depreciated in accordance with generally accepted accounting principles applicable to the Project Promoter and generally accepted for items of the same kind. Only the portion of the depreciation corresponding to the duration of the Project and the rate of actual use for the purposes of the Project may be taken into account by the Fund Operator. In case the Fund Operator determines that the equipment is an integral and necessary component for achieving the outcomes of the Project, the entire purchase price of that equipment may be eligible;
4. costs of consumables and supplies, provided that they are identifiable and assigned to the Project;
5. costs entailed by other contracts awarded by the Project Promoter for the purposes of carrying out the Project, provided that the awarding complies with the applicable rules on public procurement; and
6. costs arising directly from requirements imposed by the Project Contract for the Project.

**2.** Costs related to reconstruction, renovation, or refurbishment of a real estate shall not exceed 50% of the eligible direct cost of the Project.

**3.** Where the entire purchase price of equipment is eligible in accordance with point (c) of paragraph 1 of the present Article (4.2.), the Project Promoter shall:

1. keep the equipment in its ownership for a period of at least five (5) years following the completion of the Project and continues to use the equipment for the benefit of the overall objectives of the Project for the same period;
2. keep the equipment properly insured against losses such as fire, theft or other normally insurable incidents both during Project implementation and for at least five (5) years following the completion of the Project; and
3. set aside appropriate resources for the maintenance of the equipment for at least five (5) years following the completion of the Project.

The Project Promoter may be released from the above obligations with respect to any specifically identified equipment where the Fund Operator is satisfied that, having regard to all relevant circumstances, continued use of that equipment for the overall objectives of the Project would serve no useful economic purpose. Such release shall be made by the Fund Operator in writing upon a prior written reasoned request sent to the Fund Operator by the Project Promoter.

## 4.3 Indirect costs

**1.** Indirect costs are all eligible costs that cannot be identified by the Project Promoter as being directly attributed to the Project but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the Project. They may not include any eligible direct costs. Indirect costs of the Project shall represent a fair apportionment of the overall overheads of the Project Promoter.

**2.** They may be identified at a flat rate of up to 15% of total direct eligible staff costs.

## 4.4 Purchase or real estate and land

**1.** The cost of purchase of real estate, meaning buildings constructed or under development and the appropriate rights to the land on which they are built, and land not built on may be eligible under the following conditions, without prejudice to the application of stricter national rules:

1. there shall be a direct link between the purchase and the objectives of the Project;
2. purchase of real estate and/or land may not represent more than 10% of the total eligible expenditure of the Project;
3. a certificate shall be obtained prior to the purchase from an independent qualified evaluator or duly authorized official entity confirming that the purchase price does not exceed the market value and that it is free of all obligations in terms of mortgage and other liabilities, particularly in respect of damage related to pollution. In case of purchase of real estate, the certificate must either confirm that the building in question is in conformity with national regulations, or specify what is not in conformity with national regulations but which is to be rectified by the Project Promoter under the Project;
4. the real estate and/or land shall be used for the purpose and for the period specified in the decision to award the Project Grant. The ownership must be transferred to the Project Promoter, or those explicitly designated by the Project Promoter in its application as recipients of the real estate and/or land, prior to the completion of the Project. The real estate and/or land cannot be sold, rented, or mortgaged within five (5) years of the completion of the Project and shall be used for the benefit of the overall objectives of the Project for the same period of five (5) years after completion of the Project.
5. the real estate and/or land may only be used in conformity with the objectives of the Project. In particular, buildings may be used to accommodate public administration services only where such use is in conformity with the objective of the Project;
6. the purchase of real estate and/or land shall be explicitly approved by the Fund Operator prior to the purchase;
7. any real estate purchased, constructed, renovated or reconstructed under the Project shall be properly insured against losses such as fire, theft and other normally insurable incidents both during Project implementation and for at least five (5) years following the completion of the Project; and
8. the Project Promoter shall set aside appropriate resources for the maintenance of any real estate purchased, constructed, renovated or reconstructed under the Project for at least five (5) years following the completion of the Project.

**2.** The restrictions referred to in point 1 (d) above apply also to buildings that are constructed or reconstructed through a financial contribution from the EEA Financial Mechanism 2014-2021.

**3.** Expenditure on site preparation and construction which is essential for the implementation of the Project may be eligible.

**4.** The cost of real estate and/or land already owned, directly or indirectly, by the Project Promoter, or purchase of real estate and/or land owned, directly or indirectly, by the project partner or a public administration, shall not be eligible. Under no circumstances shall real estate and/or land be purchased for speculative purposes. The real estate and/or land shall not have received a national or external donor grant in the last ten (10) years which could give rise to a duplication of funding.

## 4.5 Excluded costs

The following costs shall not be considered eligible:

1. interest on debt, debt service charges and late payment charges;
2. charges for financial transactions and other purely financial costs, except costs related to accounts and financial services imposed by the present Contract;
3. provisions for losses or potential future liabilities;
4. exchange losses;
5. recoverable VAT;
6. costs that are covered by other sources;
7. fines, penalties and costs of litigation, except where litigation is an integral and necessary component for achieving the outcomes of the Project; and
8. excessive or reckless expenditure.

## 4.6 Project grant rate and co-financing

**1.** The maximum Project Grant rate shall be 90% of the total eligible expenditure of the Project, provided however that the maximum Project Grant may not exceed the amount stated in Article 1.8. The applicable rules on state aid, procedural and substantive, shall be complied with at any level of the implementation of the Project.

**2.** Co-financing shall be in the form of cash, including electronic transfers, or in-kind contribution in the form of voluntary work. The in-kind contribution may constitute up to 50% of the co-financing.

**3.** The in-kind contribution referred to above may be provided only by the Project Promoter and/or any NGO acting as project partner, if applicable. For the calculation of the in-kind contribution, the cost for each [hour, half a day, day] of voluntary work shall be specified in the Budget, which shall be in accordance with a normally paid salary for such work and shall fall within the range between EURO 3.66 per hour (minimum gross hourly wage in Greece) and EURO 7.50 per hour (average gross hourly wage in Greece), including the employer’s social contribution.

## 4.7 First and final dates of eligibility

Costs within the Project may be eligible from the date on which the Grant is awarded, i.e. from ……… until ……….. Costs incurred after that date are not eligible.

# Chapter 5: Procurement

## 5.1 Public procurement

**1.** Applicable national and European Union law on public procurement shall be complied with at any level in the implementation of the Project.

**2.** Notwithstanding provisions of national law that exempt NGOs from public procurement, any procurement procedures related to amounts above the European Union thresholds for procurement shall be undertaken in accordance with the applicable laws on procurement without regard to such exemption.

**3.** In cases where contracts concluded as part of the implementation of the Project fall below the national and European Union thresholds set for public procurement or outside the scope of the applicable public procurement laws, the awarding of such contracts (including procedures prior to the awarding) and the terms and conditions of such contracts shall comply with best economic practices, including accountability, allow fait competition between potential providers, for example by way of effective price comparison, and ensure the optimal use of resources from the EEA Financial Mechanism 2014-2021. To this end, and in the absence of stricter national laws, in cases of purchases related to an amount of EUR 5,000 or higher but below the relevant European Union thresholds, the project promoter shall invite at least three (3) suppliers/service providers to submit offers.

**4.** The highest ethical standards shall be observed during the procurement and execution of the contracts abstaining from illegal or corrupt practices. No offer, gifts, payments or benefit of any kind, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice, e.g. as an inducement or reward for the award or execution of procurement contracts, shall be accepted.

**5.** The Project Promoter shall keep records of the awarding and execution of contracts for at least five (5) years from the closure of the Project and provide them to the Fund Operator upon request.

# Chapter 6: Reporting from the Project Promoter, Payments to Project, Verifications

## 6.1 Reporting

### 6.1.1 Interim Progress Reports

**1.** The Project reporting periods for the Project in each calendar year shall be as follows:

(a)  Reporting Period 1/1-31/3,

(b) Reporting Period 1/4-30/6,

 (c) Reporting Period 1/7-30/9,

 (d) Reporting Period 1/9-31/12.

**2.** The Project Reports shall be submitted by Project Promoter in a format provided by the Fund Operator on the following days:

(a) Reporting period 1/1-31/3, submission day on or before 15/4,

(b) Reporting period 1/4-30/6, submission day on or before 15/7,

(c) Reporting period 1/7-30/9, submission day on or before 15/10,

(d) Reporting period 1/9-31/12, submission day on or before 15/1.

**3.** Project Reports shall include the following:

(a) A narrative report which will include at least the following information: activities implemented, timely implementation/ delays, changes in key personnel, difficulties, and irregularities encountered by the Project Promoter within the reporting period,

(b) A report on outputs and indicators met by the Project Promoter within the reporting period, including interim values of output indicators, sources of verification and related challenges,

(c) A report on communications with all relevant activities that have been implemented (such as press conferences and development of website and social media), the ones that are planned for future reporting periods and relevant quantitative data,

(d) A report on upcoming activities with detailed information regarding timeline, location and budget per activity,

(e) A risk assessment report regarding the upcoming reporting period, including description of risk, likelihood of occurrence, consequence on Project implementation and suggested risk mitigation plan,

(f) A financial report providing information of actual expenditure incurred during the reporting period. Each expenditure should be listed in the Financial Report according to the related Activities and budget line to which it refers and should be supported by invoices or other accounting documents of equivalent probative value. The amounts reported in the Financial Report must be in line with, and be in full accordance with, what is stated in the Activity Report, otherwise the First Level Auditor could not validate the accounting costs. The reported expenditure must not exceed the approved total Project budget and

(g) A forecasting financial statement, that includes the proposed forecast expenditures for the rest of the Project implementation period.

**4.** In particular, the Interim Progress Reports may describe progress in achievements of planned milestones, delivery of outputs and financial progress and should include information on main challenges and deviations/delays occurred during the reporting period, if any.

**5.** The Fund Operator shall inform the Project Promoter of its opinion on each Project Report within 30 working days of the date of receipt. If the Fund Operator does not respond within the time limit, the report shall be considered to have been accepted.

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### 6.1.2 Final Project Report

**1.** The Project Promoter shall submit a final Project Report to the Fund Operator in a format provided by the Fund Operator, in order to provide:

1. an overall assessment of the implementation of the Project including comparison to the plans set out in the Project and any lessons learned;
2. an assessment of the Project’s contribution to its overall objectives and outcomes;
3. specific details in respect of meeting and/or adapting financial plans; and
4. financial information, including a calculation of the final balance.

**2.** The final Project Report shall be submitted to the Fund Operator within three (3) months after completion of the.

**3.** The Fund Operator shall review the Final Project Report in order to determine whether it fulfils its format and substantive requirements. The Fund Operator shall approve the Final Project Report within 30 working days following the receipt of said report and all relevant documents and necessary information.

**4.** The approved Final Project Report, including a summary for the general public shall be published on the Project Promoter’s website, if any, within one (1) month from the approval of such report by the Fund Operator. The final balance payable to the Project Promoter shall be transferred to the Project Promoter within 30 working days after Fund Operator’s approval of the Final Project Report while any balance payable by Project Promoter shall be reimbursed to the Fund Operator within the same deadline.

## 6.2 Payments of the Project Grant to Project Promoter

**1.** Payment of the Project Grant Amount to Project Promoter takes the form of:

1. Advance payment of up to 15% of total Project Grant to be paid within fifteen (15) working days after the last signature of the present Contract;
2. Interim payment of up to…% of total Project Grant to be paid progressively after the approval of each interim progress report. Interim payment funds shall be released within twenty (20) working days after date of approval of each interim progress report;
3. Payment of final balance of up to…% of Project Grant to be paid within thirty (30) working days after the date of acceptance of the Final Project Report.

**2.** Where necessary, the Fund Operator may request the Project Promoter a financial guarantee before making available the advance payment. In that case, the advance payment shall be made available only after the Fund Operator has received in original form the financial guarantee.

**3.**Interim payments shall be made after the financial and programmatic control of the previous period, taking into account both the advance payment, as well as the cash flow of the next reporting period. Interim payments shall be made also after verification by Fund Operator that there is a clear and logical and proportional correlation between the verified Project progress and the verified Project expenditure. In case of deviation, the Fund Operator has the right to postpone the payment of the interim payments.

**4.** Interim payments shall be made to Project Promoter on the following payment days:

(a) For Reporting period 1/1-31/3, & report submission day on or before 15/4, payment date will take place 20 working days after the date of approval of the interim progress & financial reports

(b) For Reporting period 1/4-30/6, & report submission day on or before 15/7, payment date will take place 20 working days after the date of approval of the interim progress & financial reports

(c) For Reporting period 1/7-30/9, & report submission day on or before 15/10, payment date will take place 20 working days after the date of approval of the interim progress & financial reports.

(d) For Reporting period 1/10-31/12, & report submission day on or before 15/1, payment date will take place 20 working days after the date of approval of the interim progress & financial reports.

 **5.** Payments based on an interim progress report received after its due date but on, or before, the following due date referred to in par. 4 shall be due as the report would have been received on its following due date. If an interim progress report has not been received within less than 12 months from the end of the reporting period in which the expenditure has been incurred, the expenditure for the period shall be declared ineligible and cancelled.

**6.** The actual incurred expenditure for the last reporting period shall be reported in the final Project Report.

**7.** When the interim progress report has been provided, the Fund Operator shall verify that it is in the correct form and that the conditions for payment have been met. If that verification is positive, the Fund Operator will proceed with the transfer of interim payments on the dates referred in par. 6.2.4.

**8.** Interim payments shall in principle consist of the proposed expenditure for the respective reporting period less the expected cash balance at the start of that period for the proposed expenditure.

**9.** Should verifications according to par.7 be negative, the Fund Operator and Project Promoter shall closely cooperate to remedy the deficiencies. The Fund Operator may provisionally hold interim payments until such deficiencies have been remedied. When the Fund Operator, after receiving all necessary information, has positively verified an interim progress report, it shall release the payment due as soon as possible.

**10.** The approval of Project’s interim and final reports shall take place within thirty (30) working days from the submission of all the required information and supporting documentation.

**11.** The final balance payable to the Project Promoter shall be transferred to the Project Promoter within thirty (30) working days after the Fund Operator’s approval of the Final Project Report while any balance payable by Project Promoter shall be reimbursed to the Fund Operator’s regranting account within the same deadline.

**12.** In case that actual eligible expenditure is lower than previously received installments and parts of the funds have not been consumed until the end of the Project, these funds are to be reimbursed to the Fund Operator at the end of the Project.

**13.** Real expenses at the end of the Project shall under no circumstances exceed those stated in the budget expenses. In such case, the Project Promoter will be funded only for the expenses initially planned and based on the grant rate defined in Article 4.6.

14. Interim payments as well as final balance will be paid to the Project Promoter by the Fund Operator only once the Fund Operator has confirmed work completed satisfactorily according to the description and schedule of the Project.

**15.** The Project Grant Amount to be paid to the Project Promoter shall be paid in euro and into the Project Promoter’s separate bank account IBAN ………………….. following a relevant notification by the Fund Operator.

**16.** Payment will be deemed to have been made on the date the regranting bank account has been debited.

## 6.3 Review Meetings

**1.** The Parties to this Contract shall meet at least four (4) times a year to review the implementation of the Project.

**2.** The review meetings shall allow the Fund Operator to examine progress of the Project achieved since the previous review meeting and instruct the Project Promoter to take any necessary measures.

**3.** Decisions taken at the review meetings shall be set out in the agreed minutes. The Project Promoter is responsible for the drafting of the minutes from the meeting, summarizing the main points and the action points discussed at the meeting.

## 6.4 Proof of Expenditure

**1.** Costs incurred by the Project Promoter shall be supported by receipted invoices, or alternatively by accounting documents of equivalent probative value.

**2.** Indirect costs identified according to par. 4.3 do not need to be supported by proof of expenditure.

## 6.5 Verification of Project

**1.** Verification of the Project will be carried out by the Fund Operator and shall cover administrative, financial, technical and physical aspects of the Project, as appropriate to be in accordance with the principle of proportionality.

**2.** Verifications shall include the following procedures:

1. administrative verification in respect of incurred expenditure reported by the Project Promoter;
2. on-the-spot verification of the Project.

# Chapter 7: Irregularities

## 7.1 Responsibilities related to irregularities

The Project Promoter shall make every effort possible and take all necessary measures to prevent, detect, and nullify the effect of any cases of irregularities resulting from an act or omission by Project Promoter during the implementation of the present Contract. Similarly, any suspected and actual cases of irregularities shall be investigated promptly and efficiently, and properly remedied.

## 7.2 Definition of irregularities

**1.** An irregularity shall mean an infringement of:

1. the legal framework of the EEA Financial Mechanism 2014-2021;
2. this Contract;
3. any provision of European Union law;
4. any provision of the Greek law;
5. provisions on co-financing, double funding as per par. 12.10 of the present Contract,
6. 2. In particular, irregularity consists among others when:
7. The Project Promoter directly purchases services in breach of the procedure foreseen in the national public procurement legislation;
8. The Project Promoter submits a falsified proof of expenditure to the Fund Operator;
9. The Project Promoter collaborates with the bidders to ensure that the preferred bidder wins the contract to carry out the work.

## 7.3 Reports on irregularities

**1.** The Project Promoter shall immediately report to Fund Operator all suspected and actual cases of irregularities through Fund Operator’s website application and in hard copy, when any of the following applies:

* 1. they involve allegations of an act or omission which constitutes a criminal offence under the Geek law, such as corruption, fraud, bribery or embezzlement;
	2. they indicate the presence of serious mismanagement affecting the use of the financial contribution to the Project; or
	3. they pose an immediate threat to the successful completion of the Project due to the amounts in proportion to the total Project cost, their gravity or any other reason.

**2.** The Project Promoter shall self-evaluate its level of organizational capacity and report to the Fund Operator on accountability and transparency mechanisms in place, among other issues (transparency issues, corruption issues, discriminatory behavior, harassment and racist behavior, unequal treatment and opportunities of men and women gender equality issues, delays in the reporting/monitoring/ funding process, inadequate communication and response, vague and contradictory information on the Project implementation/service provision, inadequate working conditions including health and safety issues, inadequate provision of services in complying with what is foreseen in the Project Contract, delays in the funding process, environmental impact of the Project, and any other matter related to the implementation of the Project), to avoid irregularities.

**3.** The Project Promoter shall implement its own comprehensive procedures manual for its internal business and financial processes of irregularities. Errors detected at any early stage should be immediately reported to the Fund Operator and receive prompt corrective action.

# Chapter 8: Suspension of payments, reimbursement

## 8.1 Recovery of amounts subject to irregularities in the Project

**1.** In case of irregularities in the Project, the Fund Operator has the right, taking into account the seriousness of the irregularity, to determine whether to:

1. cancel the Project and request reimbursement of all or part of the already paid Project Grant;
2. allow the Project to continue but apply a proportionate financial correction; or
3. take no action.

**2.** The Fund Operator has also the right to take all reasonable measures to recover any amount unduly paid to the Project Promoter, including using any available judicial or administrative remedies.

**3.** Unspent funds shall be refunded by the Project Promoter and recoveries as a consequence of irregularities, as above, shall be credited together with the interests chargeable to the FO’s regranting amount within twenty (20) days from such written request.

**4.** The above terms do not exclude the right of the Fund Operator to request further compensation for any damage caused by the irregularity of the Project Promoter.

## 8.2 Suspension of payments

**1.** The Fund Operator, may suspend payments to the Project if one or more of the following applies:

1. the conditions for payments in accordance with the provisions of this Contract have not been met;
2. credible information indicates that the progress of the Project is not in accordance with this Contract;
3. reports referred to in Chapters 6 or any other information requested have not been provided or include incomplete information;
4. access required under Article 9.5 is restricted;
5. the financial management of the Project has been found to be unstable and raises serious doubts of integrity;
6. it becomes aware of suspected or actual cases of irregularities and such cases have not been remedied;
7. the implementation of the Project is deemed to be in violation of Greek or European Union law;
8. a fundamental change of circumstances occurs and said circumstances constitute an essential basis for the financial contribution to the Project;
9. it becomes aware of any misrepresentation of facts in any information given by or on behalf of the Project Promoter affecting, directly or indirectly, the implementation of this Contract;
10. the procedure to make a financial correction has been opened by the FMO;
11. any other obligation stipulated in this Contract is not complied with by the Project Promoter.

**2.** Except for urgent cases, the Project Promoter shall be given an opportunity to provide its views before the Fund Operator. The decision to suspend payments shall be reasoned and immediately effective. The Project Promoter shall be notified no later than seven (7) working days from the date of the decision.

**3.** The Project Promoter can at any time present documents or other relevant evidence and request the Fund Operator reviews its decision to suspend payments.

**4.** When the FO establishes that the conditions for suspension of payments no longer apply, it may take a decision to continue payments.

## 8.3 Financial corrections

1. The FO may make financial corrections based on the criteria in Article 8.4 consisting of cancelling all or part of the Project Grant to the Project.

2. When a financial correction is made on the Project, the financial correction may not be re-used for the same Project.

3. When a financial correction is made for a systematic irregularity, the financial contribution may not be reused within the Project.

## 8.4 Criteria for financial corrections

1. The FO may make financial corrections if one or more of the following applies:

1. a serious breach of this Contract;
2. any irregularity during the implementation of the Project.

**2.** The FO shall base its financial corrections on individual cases of irregularity identified, taking into account the systematic nature of the irregularity to determine whether a flat-rate or extrapolated correction should be applied, or whether the corrected amount can be based on an actual amount detected as irregular.

**3.** The FO when deciding the amount of a correction, takes account of the nature of gravity of the irregularity and the extent and financial implications of the deficiencies found.

**4.** Prior to making a decision referred to in par. 8.1, the Fund Operator shall notify the Project Promoter of its intention to make such a decision. The Project Promoter can within 7 working days from the sending of the notification provide any comments relevant to the intended decision.

**5.** The Fund Operator shall provide an answer to the Project Promoter no later than one month after the comments receipt.

## 8.5 Reimbursement

**1.** Amounts recovered in accordance with the above shall be reimbursed to the FO’s regranting account before the submission of the Final Project Report.

**2.** Financial corrections for systematic irregularity, systematic breach of the present Contract or any irregularity during the implementation of the Project shall be deducted from the Project Grant. Should the remainder of the Project Grant to be paid to the Project Promoter not be sufficient to cover the financial correction, the Project Promoter shall reimburse the amount due to the FO within one (1) month of the decision referred to above.

# Chapter 9: Evaluation, external monitoring, audits and provision of information

## 9.1 Rights of the Fund Operator

**1.** The Fund Operator has the right to carry out an evaluation or review of the Project. The Project Promoter has the obligation to provide to the Fund Operator any relevant to the Project data or evidence as well as any support to the Fund Operator in order to successfully complete the evaluation or review.

**2.** The Fund Operator in tandem with UDI as Donor Programme Partner, will execute annual quality monitoring reviews, which is a priority for the Projects funded under the EEA Grants. This activity will be part of the monitoring framework aiming to ensure that quality standards, as defined by EASO, EU directives and EKKA guidelines (or other applicable Greek authority) are followed during the Project implementation. EASO's monitoring tools will be primarily used for this and scope.

## 9.2 External monitoring and evaluation

Without prejudice to the monitoring carried out by the Fund Operator, the FMO may undertake external monitoring and evaluation of the Project upon two (2) weeks prior written notice.

**9.3. Audits and on-the-spot verifications arranged by the FO**

**1.** Before approval, the final financial report shall be subject to an independent, external financial and compliance audit commissioned by the Fund Operator. Project Promoter will be notified within fifteen (15) working days prior financial and compliance audit.

**2.** The FO or the FMO will arrange during the reporting periods, audits and on-the-spot progress & financial verifications of the Project. The FO or the FMO shall, except in urgent cases, give two (2) weeks’ notice to the Project Promoter before an audit or on-the-spot verification is carried out.

**3.** The Project Promoter shall be given an opportunity to provide comments to an audit report before it is finalized.

## 9.4 EFTA Board of Auditors

The EFTA Board of Auditors (and the Office of the Auditor General of Norway) may conduct audits of the Project. The FO shall as far as it is under its control, ensure that the Project Promoter is given at least two (2) weeks’ notice before such audit is carried out.

## 9.5 Access

The persons performing monitoring, audits or on-the-spot verifications according to this Project Contract shall upon request be granted prompt, full and unimpeded access to all information, documents, persons, locations and facilities, relevant to the audit or the verification.

## 9.6 Provision of information

The Project Promoter shall without unreasonable delay provide the Fund Operator and/or the FMO or any person(s) authorized by them with such information relating to the Project, as they may at any time request.

## 9.7 Records

**1.** The Project Promoter shall keep full accurate and systematic records and accounts in accordance with the laws of Greece.

**2.** Such records must be kept for a period of at least six (6) years following the approval of the Final Project Report, except if the greek law dictates a longer period. These documents comprise any documentation concerning the implementation of the Project.

**3.** The Project Promoter shall permit the FMO and the Fund Operator or any person(s) authorized by them, to inspect or audit, at any reasonable time, the records and accounts relating to the implementation of the present Contract and to make copies thereof both during and after the period of operation of the Project.

# Chapter 10: Code of conduct and conflict of interest

## 10.1 Ethical standards

**1.** The Project Promoter shall observe the highest ethical standards during the implementation of the Project and shall ensure the application of adequate and effective means to prevent illegal or corrupt practices.

**2.** If the Project Promoter, or any of their sub-contractors, personnel, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to this Contract or any other contract with the Fund Operator, or for showing favor or disfavor to any person in relation to this Contract or any other contract with the Fund Operator, then the Fund Operator may, terminate this Contract, without prejudice to any accrued rights of the Project Promoter under this Contract.

## 10.2 Other income

The payments of the Project Grant to the Project Promoter under this Contract shall constitute the only income or benefit the Project Promoter may derive in connection with the Contract. Neither it, nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under this Contract.

## 10.3 Professional secrecy

The Project Promoter and its staff shall maintain professional secrecy for the duration of this Contract and after completion thereof. In this connection, except with the prior written consent of the Fund Operator, neither the Project Promoter nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of implementation of the present Contract. Furthermore, they shall not make any use prejudicial to the Fund Operator and/or the FMO, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing this Contract.

## 10.4 Conflict of interest

**1.** The Project Promoter shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interest, which could arise during performance of this Contract, must be notified in writing to the Fund Operator without delay.

**2.** The Fund Operator has the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Project Promoter shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interest. Without prejudice to employees’ rights under Greek law, the Project Promoter shall replace, immediately and without compensation from the Fund Operator any member of its staff exposed to such situation.

**3.** The Project Promoter shall refrain from any contract that would comprise its independence or that of its personnel. If the Project Promoter fails to maintain such independence, the Fund Operator, may without prejudice to compensation for any damage that it may have suffered on this account, terminate this Contract forthwith, without giving formal notice thereof.

## 10.5 Intellectual Property Rights

Both parties make in-kind contributions and offer their intellectual know-how to get a collective product. Copyrights will be respected as follows:

1. Material already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
2. Where beneficiaries of the project, if any, develop material within the scope of the Project this material will be available for the partnership as a means within the common goals of both Parties.
3. Collective products in tangible form, like manuals, CD-ROMs, online data as the authorized result of this Project work may be disseminated and translated into the respective beneficiary’s official language(s) for free as long as they are not marketed for profit. Throughout the contractual period of the Project both Parties are the proprietor of the product.

## 10.6 Gender Equality

The Project Promoter shall ensure equality and mutual respect for and among employees working for the Project, who shall be treated fairly and enjoy equal opportunities. All staff are to be respected and valued on their own merits, not be treated discriminatory against on the basis of gender, and have equal access to advancement, training and responsibility. The Fund Operator has the right to monitor the Project Promoter’s implementation of gender quality measures. If the Fund Operator detects any deviations from gender equality values.

# Chapter 11: Assignment and sub-contracting

## 11.1 Assignment

**1.** An assignment is an agreement with which the Project Promoter transfers its rights under this Contract or part thereof to a third party.

**2.** The Project Promoter shall not, without the prior written consent of the Fund Operator, assign the present Contract or any part thereof, or any benefit or interest thereunder. Any assignment without such consent shall be null and void.

**3.** The approval of an assignment by the Fund Operator shall not relieve the Project Promoter of its obligations under this Contract.

## 11.2 Sub-contracting

**1.** Any agreement by which the Project Promoter entrusts performance of a part of the services to a third party is considered to be a sub-contract.

**2.** No sub-contract can create contractual relations between any sub-contractor and the Fund Operator. The Project Promoter shall be responsible for the acts, defaults and negligence of its sub-contractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the Project Promoter, its experts, agents, employees.

# Chapter 12: Concluding provisions

## 12.1 Website application

**1.** The Project Promoter shall provide the reports referred to in the present Contract through the Fund Operator’s website application and in hard copies. The Fund Operator shall give the Project Promoter access to the website application and provide the necessary guidance to enable the Project Promoter to use the application correctly.

**2.** Should such application become unavailable or be discontinued, the Fund Operator may require the Project Promoter to provide these reports in another format provided by the Fund Operator.

## 12.2 Waiver of responsibility

**1.** Nothing contained in this Contract shall be construed as imposing upon the Fund Operator any responsibility of any kind for the supervision, execution, completion or operation of the Project.

**2.** Neither the Fund Operator, the European Free Trade Association, its Secretariat, including the FMO, their officials or employees can be held liable for any damage or injuries of whatever nature sustained by the Project Promoter, recipient of funds, or any other third person in connection, be it direct or indirect, with this Contract.

## 12.3 Privileges and immunities

Nothing contained in this Contract shall be deemed a waiver expressed or implied of any privileges and immunities of the Fund Operator and the European Free Trade Association, their assets, officials or employees.

## 12.4 Project modification

**1.** Any substantial modification of the Project is subject to prior approval by the Fund Operator.

**2.** The Project may be modified, in particular in one or more of the following cases:

1. in order to respond to unforeseen events;
2. when changes are necessary to enhance the impact of the Project;
3. in order to mitigate risks and/or implementation difficulties.

**3.** The Project Promoter shall describe and justify the proposed modification, as well as the likely impact on the financial figures, risks assessment, outputs and outcomes of the Project.

**4.** The Fund Operator shall assess the proposed modification provide a formal response no later than two (2) months following the receipt of all relevant documents and necessary information.

**5.** The modification shall be formalized through an amendment of the present Contract, where necessary.

**6.** Should a modification of the Project result in a reduction of the Project Grant, the provisions of suspension of payments or reimbursement shall apply.

## 12.5 Termination, compensation and damages

**1.** Either party may terminate this Contract in the event of serious breach by the other party which remains unremedied for thirty (30) days following written notice thereof making specific reference to the breach and to this Article. The requirement of written notice shall not apply where it is clear from the circumstances or the party in breach has clearly indicated that it is unable or has no intention to remedy the breach.

**2.** In addition the Fund Operator shall be entitled to terminate this Contract where the Project Promoter:

1. becomes insolvent or bankrupt;
2. has a receiving order or administration order made against it or compounds with its creditors;
3. being a legal person commences to be wound up; or
4. carries on its activities under an administrator or administrative receiver for the benefit of its creditors or any of them.

Any of the above events shall be deemed a breach by the Project Promoter.

**3.** Should this Contract be terminated pursuant to either of the preceding paragraphs 1-2 of the present Article (12.5), the party whose breach has occasioned the termination shall (without prejudice to the following provisions) compensate the other party for all losses, costs, and wasted expenditure incurred by the other party in consequence of the termination.

**4.** The Fund Operator may terminate this Contract if changes in the political environment put into doubt the feasibility of the Project.

**5**. In all cases where this Contract is terminated prior to its entire performance:

1. the Fund Operator shall (without prejudice to the payment obligations provided in the preceding paragraphs of the present Article (12.5) pay the Project Promoter for the work already performed and (unless the termination arises by reason of breach by the Project Promoter) commitments already undertaken which cannot reasonably be cancelled and reasonable costs for closing down the Project Promoter’s role in the operation, provided that the total amount paid to the Project Promoter shall not exceed the amount of the Project Grant;
2. any rights and obligations of the Project Promoter may be transferred to any replacement Project Promoter whom the Fund Operator may appoint for the execution and completion of the Project;
3. The Project Promoter shall provide to the Fund Operator or to any replacement Project Promoter such reasonable assistance as the latter may require to ensure the continuing good execution of the Project and in particular it shall provide the Fund Operator or the replacement Project Promoter with all contact details and copies of all its files concerning the Project. The Project Promoter shall also cooperate with the Fund Operator or the replacement Project Promoter in notifying any third party involved in the execution of the Project of the change of Project Promoter and in ensuring the smooth continuation of the Project.

**6.** Where the Fund Operator and/or the FMO is entitled to damages or compensation from the Project Promoter, it may deduct such amounts from any sums due to the Project Promoter and/or proceed to any other legal means, including by calling on the appropriate guarantee.

**7.** The Fund Operator shall be entitled to compensation from the Project Promoter for any damage which comes to light even after the completion of the Project.

## 12.6 Indemnification

**1.** At its own expense, the Project Promoter shall indemnify, protect and defend the Fund Operator and the FMO, their agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Project Promoter in the performance of this Contract provided that:

1. the Project Promoter is notified of such actions, claims, losses or damages not later than thirty (30) days after the Fund Operator and/or the FMO become aware of them;
2. the ceiling on the Project Promoter’s liability to the Fund Operator and/or the FMO shall be limited to an amount equal to the Project Grant, but such ceiling shall not apply to any losses or damages caused to third parties by the Project Promoter or by the Project Promoter’s willful misconduct;
3. the Project Promoter’s liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under this Contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

**2.** At its own expense, the Project Promoter shall, upon request of the Fund Operator and/or the FMO, remedy any defect in the performance of its obligations/services in the event of its failure to perform its obligations under the present Contract.

**3.** The Project Promoter shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

1. The Fund Operator or the FMO omitting to act on any recommendation or overriding any act, decision or recommendation of the Project Promoter, or requiring the Project Promoter to implement a decision or recommendation with which the Project Promoter disagrees or in which he expresses a serious reservation; or
2. the improper execution of the Project Promoter’s instructions by agents, employees or independent contractors of the Fund Operator and/or the FMO.

**4.** The Project Promoter shall remain responsible for any breach of his obligations under the present Contract for three (3) years after the approval of the final project report.

## 12.7 Force majeure

**1.** Neither Party shall be considered to be in breach of its obligations under the present Contract if the performance of such obligations is prevented by any circumstances of force majeure, which arise after the date of the last signature of this Contract.

**2.** The term “force majeure”, as used herein shall include without limitation acts of God as strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events beyond the control of either Party and which by exercise of due diligence neither Party is able to overcome. For the avoidance of doubt, inability to pay any sum of money shall not be considered force majeure.

**3.** A Party affected by an event of force majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

**4.** The Project Promoter shall not be liable for contract damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure. The Fund Operator shall similarly not be liable for delayed performance, non-performance or for termination by the Project Promoter for default, if, and to the extent that, the Fund Operator’s delay or other failure to perform its obligations is the result of force majeure.

**5.** If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall notify the rather Party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Fund Operator in writing, the Project Promoter shall continue to perform its obligations under the Contract as far as it reasonable practicable and shall seek all reasonable alternative means for performance of its obligations, which are not prevented by the force majeure event. The Project Promoter shall not put into effect such alternative means unless directed so by the Fund Operator.

**6.** If circumstances of force majeure have incurred and persist for a period of 180 days, then notwithstanding any extension of the period of execution that the Project Promoter may by reason thereof have been granted, either Party shall be entitled to serve upon the other 30 days’ notice to terminate the Contract. If at the expiry of the period of 30 days the situation of force majeure persists, the Contract shall be terminated and in consequence thereof, the Parties shall be released from further performance of the Contract.

## 12.8 Language

**1.** This Contract is concluded in English. In case of a translation of this Agreement and its Annexes into another language than English, the English version shall prevail.

**2.** All communication between the Parties hereto shall be in English.

## 12.9 Amendments

**1.** Any amendments to this Contract shall be in writing signed by both Parties hereto.

**2.** Amendments and supplements to the present Contract and any waiver of the requirement of the written form must be in written form and have to be indicated as such.

**3.** If any provision in this Contract should be wholly or partly ineffective, the remaining provisions remain binding for the Parties. In this case the Parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.

## 12.10 Co-financing – Double funding

**1.** Co-financing, including in-kind contribution in a form of voluntary work, is acceptable in proportion to 10% of the Project Grant as per Art. 4.6.

**2.** The Project Promoter shall prevent and tackle double funding from different co-financing sources of the same expenditure(s). To this end the Project Promoter hereby declares that it has not applied or received double funding from other public funding sources for the Project for which the Project Grant is being sought at each Grant payment, nor will it apply or receive such during the term of the present Project Contract.

**3.** All invoices should include the Programme and Project name and number in the description section, otherwise the invoices should be stamped accordingly. In case of co-financing, invoices shall include the above information, as well as at least information that the expenditure is co-financed by the Programme and the Project Grant.

**12.11 Protection of Personal Information and Data**

Both the Fund Operator & the Project Promoter, agree that personal information and data provided for the purpose of performing this contract, will be processed according to the applicable European and National legislation.

## 12.12 Applicable law and Jurisdiction

**1.** The laws of Greece shall govern the present Contract, as well as its interpretation.

**2.** Any dispute relating to conclusion, validity, interpretation or performance of this Contract shall be resolved amicably through consultation between the Parties.

**3.** Any dispute arising out of or in relation with this Contract not settled within two (2) months of the initiation of the consultation referred to in paragraph 2 of the present Article (12.11), shall be settled under the Greek law and within the jurisdiction of the courts of Athens, Greece.

## 12.13 Entry onto force

This Contract shall enter into force on the date of last signature thereof.

**This Contract is drawn up in three originals in the English language.**

**Signed in …… on …….**

**For the Fund Operator**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:**

**Title:**

**Signed in ……on …….**

**For the Project Promoter**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:**

**Title:**

# ANNEX 1

# [PROJECT APPLICATION FORM / CONCEPT NOTE]

# ANNEX 2

# [PROJECT BUDGET]

# ANNEX 3

# [PROJECT COMMUNICATION PLAN]

# ANNEX 4

# [partnership agreement between the Project Promoter (Lead Partner) and the Project Partners]

# ANNEX 5

# [PROJECT ELIGIBILITY OF EXPENDITURES

# ANNEX 6

# [RISK ASSESSMENT & MITIGATION ANALYSIS OF THE PROJECT]

# ANNEX 7

# [PROJECT TIMELINE WORKPLAN]

# ANNEX 8

# [PROJECT RESULTS FRAMEWORK]