

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
< CSO-LA/2019/ 408-968 >
(the 'contract')

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

and

Comune Di Reggio Emilia

LEF 6000135394 - Public Law Body

Registration number CF00145920351

Piazza Prampolini 01 – Reggio Emilia, Italy

VAT number IT00145920351

hereinafter the 'coordinator'

and

Consiglio Nazionale degli Architetti, Pianificatori, Paesaggisti e Conservatori

LEF 6000191427 - Public Law Body

Registration number CF80115850580

Via Santa Maria Dell Anima 10 – Roma, Italy

VAT number IT02125321006

Comune Di Milano

LEF 6000121589 - Public Law Body

Registration number 01199250158

Piazza Della Scala 02 – Milano, Italy

VAT number IT01199250158

Metropolitana Milanese Spa

LEF 6000417028 - Private and Public law body

Registration number 477753

Via Del Vecchio Politecnico 08 – Milano, Italy

VAT number IT01742310152

Iren SPA

LEF 6000536027 - Private and Public law body

Registration number 281364

Via Nubi Di Magellano 30 – Reggio Emilia, Italy

VAT number IT07129470014

Universidade Eduardo Mondlane

LEF 6000129248- Public law body

Registration number 12/95

Praça 25 de Junho – Maputo, Mozambique

VAT number MZ500003545

Conselho Municipal da Cidade de Pemba

LEF 6000594977- Public law body

Registration number 12712

Rua Base de Moçambique 355 - Pemba, Mozambique

VAT number MZ500016701

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: "***MAIS PEMBA: a city to city and multistakeholder approach for an integrated, sustainable and inclusive urban development of the city of Pemba***" (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 date when the second of the two parties signs.
- 2.2 Implementation of the action shall begin on:
 - the 1st of February 2020.
- 2.3 The implementation period of the action, as laid down in Annex I, is 50 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 3 817 826.71**, as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of **EUR 3 626 935.38**.

The grant is further limited to 95% 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, 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 660 801.24
Further pre-financing payments(s):	EUR 2 571 121.38
(subject to the provisions of Annex II).	
Balance of the final amount of the grant:	EUR 395 012.76
(subject to the provisions of Annex II):	
- 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 Mozambique

For the attention of Finance and Contract Section

Av. Julius Nyerere, 2820

P.O. Box 1306

Maputo - Mozambique

For the coordinator

Comune Di Reggio Emilia

Piazza Prampolini 1

Postal Code 42121

Reggio Emilia - Italy

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

Mr. Matteo Zagaria

Via Bergamo, 1

20135 Milano – Italia

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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: Model financial guarantee - NA

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

- E35 Fondazione Per La Progettazione Internazionale, affiliated to Comune Di Reggio Emilia;

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

7.1.2 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.

7.1.3 In the framework of financial support to third parties funds that are disbursed and the subject of a formal legal commitment between the coordinator (or its co-beneficiaries) and a third party are taken into account when calculating the thresholds allowing the release of the further prefinancing payment in accordance with conditions laid down by art 15, option 2, point (ii).

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

For the beneficiary(ies) ²

For the contracting authority

Name Massimo Magnani

Name

Title Head Department “Area Competitività, innovazione sociale, territorio e beni comuni”

Title

Signature

Signature

Date

Date

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.