Iceland Liechtenstein Norway **Civil Society** Fund

_____

Represented by _____

OIB (Croatian ID No.): _____

(hereinafter: the »Fund Operator«)

and

_____

Represented by _____

OIB (Croatian ID No.): _____

(hereinafter: the »Beneficiary«)

have on this ____ day of _____ 20____ concluded the following

Grant Contract for a bilateral initiative under the Civil Society Fund Croatia Programme

Introductory provisions

Article 1.

1 (1) The Fund Operator and the Beneficiary hereby confirm:

– that this contract is concluded on the basis of the Call for bilateral collaboration (LOT 1 – Partnership development and preparation) published on the website www.eea-csf.hr on _____ 20____ (hereinafter: the Call) and the decision of the Management Board of the Fund Operator of _____ 20____ (hereinafter: the Decision);

– that the Call was conducted by the Fund Operator, selected through a public procurement procedure of the Financial Mechanism Office (hereinafter: the FMO), on the basis of the Agreement on the implementation of the Civil Society Fund Croatia Programme (hereinafter: the CSF Croatia Programme) between the FMO and the Fund Operator.

General and specific conditions

Article 2. – Purpose

2 (1) The purpose of this contract is to regulate the rights and obligations related to the award of funds from the CSF Croatia Programme for the implementation of the bilateral initiative entitled: _____ (hereinafter: the bilateral initiative), in accordance with the description of the bilateral initiative in Annex I to this Contract.

2 (2) The Beneficiary receives the funds for the implementation of the bilateral initiative in accordance with the conditions of the Call, this contract and the annexes that form an integral part of the contract, which the Beneficiary declares to know and accept.

TEMPLATE

2 (3) The Beneficiary accepts the funds and undertakes to be fully responsible for the implementation of the bilateral initiative.

2 (4) The Beneficiary has concluded a Partnership Agreement with its partners setting out the roles and responsibilities of the Beneficiary and the partners. The Beneficiary is obliged to upload one (1) copy of the signed Partnership Agreement to E-grant no later than 15 days from the date of signing this Contract.

Article 3. – Duration of the bilateral initiative and implementation period

3 (1) The Contract enters into force on the date of signature by all contracting parties.

3 (2) The implementation of the bilateral initiative will begin on _____ 20____.

3 (3) The implementation period of the bilateral initiative is in accordance with Annex I, runs until _____ 20____ and amounts to _____ (days/months).

Article 4. – Financing of the bilateral initiative

4 (1) The total eligible costs of the bilateral initiative amount to up to EUR _____.

4 (2) The bilateral initiative is financed in full (100%) by the CSF Croatia Programme in the form of a lump sum. The lump sum is linked to the individual result set out in Annex II to this Contract.

4 (3) The funds referred to in paragraph 1 may be used for the implementation of the activities set out in the descriptive part of the approved bilateral initiative within the period referred to in Article 3 of this Contract, in accordance with Annexes I and II.

Article 5. – Reporting and payments

5 (1) The Beneficiary must prepare and submit a final report containing evidence of the results achieved, together with a payment request. The Beneficiary receives an advance payment of 90% of the funds on the basis of an advance payment request submitted to the Fund Operator upon signing the contract. The remaining (final) amount is paid to the Beneficiary after it submits its final report on the implemented bilateral initiative and the results achieved, and once the contract administrator approves it. The Beneficiary proves its entitlement to the funds under this Contract solely through evidence of the results achieved.

5 (2) The payment schedule shall be carried out as follows:

– payment of an advance of 90% of the approved funds, amounting to EUR _____, within 15 working days from the start date of the implementation of the bilateral initiative,

– payment of the remaining funds, in the anticipated amount of up to 10% of the approved funds, amounting to up to EUR _____, within 15 working days following the approval of the Beneficiary's

TEMPLATE

final report, i.e. from the date on which the Fund Operator issued the individual written confirmation of performance.

5 (3) The Beneficiary submits the final report with the results of the bilateral initiative and the attached request for payment of the final instalment within 30 days after the end of the bilateral initiative. Before payment, the report must be approved by the contract administrator on the Fund Operator's side. The contract administrator may request additional information on implementation from the Beneficiary at any time. Upon receipt of a duly completed final report, the contract administrator confirms the payment request in writing and forwards it for payment, and at the same time issues a written confirmation that the tasks have been performed in accordance with this Contract.

5 (4) The advance and final payments are paid to the Beneficiary as a lump sum linked to the achievement of the individual results of the bilateral initiative, as set out in Annexes I and II. In the event that the agreed results are not achieved, i.e. if the results set out in Annexes I and II are not achieved in full, the funds envisaged for that result shall not be paid, or the Beneficiary must return them. The entire amount envisaged for the achievement of that result is ineligible, even if the result has been partially achieved.

5 (5) The Fund Operator may reject the report in full and request its resubmission if the report is in such a state that it cannot be reviewed, or if it contains so many discrepancies and errors that submitting corrections would take a disproportionately long time. The decision on whether the submission of corrections would take a disproportionately long time is an autonomous and independent decision of the Fund Operator.

5 (6) The deadline for the final payment is 15 days from the date on which the Fund Operator issued the individual written confirmation of performance.

5 (7) The funds of the Financial Mechanism Office of the European Economic Area and the Norwegian Financial Mechanism referred to in Article 4 of this Contract shall be paid to the Beneficiary's bank account opened at _____ IBAN: _____.

Article 6. – Obligations of the Beneficiary

6 (1) The Beneficiary undertakes to use the approved and received funds for the achievement of the agreed results of the bilateral initiative from Annex II, which it will prove by the final report approved by the contract administrator on the Fund Operator's side.

6 (2) The Beneficiary must immediately and in advance notify the Fund Operator in writing of any major substantive and time-related change to the bilateral initiative. Substantive changes are possible provided that they do not alter the original purpose and results of the initiative. In the event that changes are approved, an addendum to the contract is concluded. The following are considered major changes: replacement of a partner in the initiative and major substantive changes that may affect the achievement of the objectives and results. The Beneficiary notifies the contract administrator in writing of minor changes; minor changes are permitted if approved in advance by the administrator. The contract administrator must be notified of all changes before they take effect.

TEMPLATE

6 (3) If, after signing the Contract, the Beneficiary determines that it will not be able to implement the agreed bilateral initiative, it must immediately notify the Fund Operator in writing. The Fund Operator in any case retains the right of access to all documentation relating to the implementation of the initiative.

6 (4) The Beneficiary is obliged to notify the Fund Operator within 5 working days of any other changes in circumstances that influenced the decision on the award of funds (e.g. a change in its founding act, or its legal, financial or founding status) and of other changes affecting the fulfilment of obligations under this Contract.

6 (5) The Beneficiary may submit the last request for major amendments to the Contract no later than 15 days before the end date of the bilateral initiative set out in Article 3, paragraph 3 of this Contract.

6 (6) In the event of objective reasons that have caused a delay in implementation, the Beneficiary may request from the Fund Operator, by a written and reasoned request, an extension of implementation of up to 3 months, and no later than _____ 20____.

6 (7) The Beneficiary is obliged to keep records of the bilateral initiative in accordance with applicable accounting standards, generally accepted accounting principles and applicable Croatian legislation, although the Beneficiary's financial operations will not be subject to control by the Fund Operator.

6 (8) The Beneficiary shall, until 31 December 2035, provide the Fund Operator with all information and the necessary original documentation for verifying the implementation of the bilateral initiative in accordance with this Contract and the fulfilment of other obligations under the Contract. The information provided must be accurate, precise and complete and submitted in the required form, including electronic form. Breach of this obligation is considered a material breach of the Contract, for which the Fund Operator reserves the right to suspend payments, reduce the approved amount, terminate the Contract or request the return of funds already paid.

6 (9) The Beneficiary and the partners, including their members, employees, volunteers and external associates, must throughout the entire implementation period respect the fundamental rights and values of the European Union, applicable EU regulations and national legislation, including fundamental human rights, dignity and equal treatment of all persons, in particular members of various religious communities, the LGBTQI+ community, the Roma community, migrants and persons with disabilities. If it is established that the Beneficiary or any of the partners does not respect the fundamental rights and values of the EU, or that the initiative is not implemented in accordance with them, the Contract is terminated unilaterally without a notice period. Before termination, the Fund Operator invites the Beneficiary in writing to comment on the alleged breaches.

6 (10) The Beneficiary undertakes that, in the event of identified risks, it will notify the Fund Operator immediately, and no later than within 24 hours of identification, through all available channels (the Fund Operator's e-mail, the administrator's e-mail or a telephone call). A breach is considered a material breach of the Contract. Examples of identified risks include in particular: any possible breach of EU values; any possible breach of the obligations under this Article; any fraud affecting the allocated funds, EU funds or CSF Programme funds; any reputational risk; and any situation that constitutes or could lead to a conflict of interest.

TEMPLATE

6 (11) The Beneficiary is obliged to appropriately present the approved bilateral initiative and its achievements to the interested and general public, in accordance with the Communication and Design Guidelines published at www.eea-csf.hr. On all materials and websites, the Beneficiary shall indicate that the initiative is financed by the funds of the Financial Mechanisms of the European Economic Area and the Kingdom of Norway, and shall use the logo of the Civil Society Fund Programme. Materials and evidence that are not properly marked will not be taken into account when reviewing and approving the final report.

6 (12) The Beneficiary shall keep as confidential any data, documents and other materials that are marked in writing as sensitive, classified or a business secret. The confidentiality obligation does not apply if disclosure is required by applicable law or if the parties have expressly agreed otherwise.

6 (13) The Beneficiary and any partners are obliged to process and protect the personal data they process within the implementation of the initiative and this Contract in accordance with applicable personal data protection regulations. If, due to a breach of those regulations, the Fund Operator suffers damage, the Beneficiary is obliged to compensate for that damage.

6 (14) The Beneficiary shall use the E-grant portal, available at https://cfslagalica.egrant.hr, for the purposes of reporting, submitting requests and other communication with the Fund Operator.

Article 7. – Monitoring of the implementation and the achievement of the results of the bilateral initiative

7 (1) The Beneficiary undertakes that, throughout the entire duration of the bilateral initiative and until 31 December 2035, it will provide authorised persons of the Fund Operator, the Donor States, the FMO and other competent bodies of the Programme with on-the-spot inspection, audit, and access to and insight into the physical results and documentation of the initiative. A breach is considered a material breach of the Contract, for which the Fund Operator reserves the right to suspend payments, reduce the amount, terminate the Contract or request the return of a proportionate part of the funds. If it is established during reviews that the Beneficiary received funds unjustifiably, it is obliged to return them, together with statutory interest from the date of payment to the date of return.

7 (2) By signing the Contract, the Beneficiary warrants that, for the implementation of the activities of the bilateral initiative financed from the CSF Croatia Programme, it has not received nor been granted funds from the state or local budget, European Union funds or other funds. If the Beneficiary has obtained funds for these activities from other sources as well, it is obliged, within 30 days of becoming aware, to submit to the Fund Operator a complete financial structure with clearly delineated sources of financing.

7 (3) By signing the Contract, the Beneficiary warrants that all data stated in the application to the Call are true and accurate and that all submitted documentation is authentic. If it is subsequently established that the Beneficiary obtained the funds on the basis of untrue statements or data, it is obliged to return the funds already paid, together with default interest from the date of payment to the date of return.

TEMPLATE

Article 8. – Contract administrators

8 (1) The contracting parties undertake to do everything necessary for the execution of this Contract and to act as good stewards.

8 (2) The contracting parties appoint the contract administrators:

– on behalf of the Fund Operator: _____, tel.: _____, e-mail: _____;

– on behalf of the Beneficiary: _____, tel.: _____, e-mail: _____.

8 (3) In the event of a change of contract administrator, it is not necessary to conclude an addendum to the contract. The party that has replaced its administrator is obliged to notify the other contracting party of the change in writing within 8 working days of the change.

Article 9. – Liability for damage

9 (1) The Fund Operator bears no liability, direct or indirect, for damage arising from any activity of the Beneficiary in the implementation of the agreed bilateral initiative.

9 (2) The Donor States and the FMO, as well as their officials and employees, cannot be held liable for damage or injury of any kind suffered by the Fund Operator, the Beneficiary or a third party connected directly or indirectly with this Contract.

9 (3) If the contract concluded between the Fund Operator and the FMO is terminated for any reason before its expiry, all rights and obligations of the Fund Operator towards the Beneficiary under this Contract are automatically transferred to the FMO, which has the right to transfer them to any replacement it appoints for the Fund Operator.

Article 10. – Final provisions

10 (1) In the event that, during the term of this Contract, there is a change in the status of the Beneficiary, all obligations under the Contract are transferred to its legal successor, provided that the successor meets all the conditions that the Beneficiary met.

10 (2) The contracting parties shall endeavour to resolve any misunderstandings and disputes amicably, and if they fail to do so, the jurisdiction of the competent court in Osijek is agreed.

10 (3) Each contracting party may propose amendments and supplements to this Contract, which are valid only if concluded in writing as an addendum to this Contract.

10 (4) In the event of a conflict between the provisions of the Annexes and the provisions of this Contract, the provisions of this Contract prevail.

10 (5) This Contract is drawn up in three (3) identical copies, of which one (1) copy is retained by the Beneficiary and two (2) copies by the Fund Operator.

TEMPLATE

Iceland Liechtenstein Norway **Civil Society Fund**

Article 11. – Annexes to the Contract

11 (1) The following documents constitute an integral and binding part of the Contract:

Annex I: Detailed description of the bilateral initiative (from the application form)
Annex II: List of financially valued mandatory results (lump sum per result)
Annex III: Request for payment

For the Beneficiary:

Name of the authorised representative:

_____

Signature and stamp:

For the Fund Operator:

Name of the authorised representative:

_____

Signature and stamp:

Ref. (Klasa): _____
Ref. No. (Urbroj): _____
In Osijek, _____ 20____.

TEMPLATE