



ANNEX VI SUB-GRANT AGREEMENT

This agreement in the framework of the EU-project “Building Together – Community Monitoring and Advocacy”, contract number 376-937 is defining the relations between:

Konrad-Adenauer-Stiftung e.V. (KAS), represented by **Mr. Norbert Beckmann-Dierkes, Project Director** and KAS Representative in Serbia, hereinafter referred to as: **KAS**;
Project Contact Person for the sub-grantees – **Ms. Aleksandra Galonja, Project Manager**

AND

Xxx partner xxx, represented by **Mr/Ms xxx**, hereinafter referred to as: **Sub-Grant Recipient**,

Article 1 Basic Principles

1. The partnership is created for the sole purpose to implement the Sub-Grant activities which are described in the project proposal of the European Union’s Grant Contract (EU) “Building Together – Community Monitoring and Advocacy”, contract number 376-937 and the Guidelines for Applicant for this component.
2. The Sub-Grant project will be implemented according to the timeframe as provided by the work plan proposed by the Sub-Grant Recipient (Annex II).
3. The performance period of this Agreement shall be **1 April 2018 through 31 September 2018**. Costs incurred by the Recipient, either prior to the start date after the end date of this Agreement, shall be considered as ineligible cost under this Agreement.

Article 2 Activities

1. The Sub-Grant Recipient hereby agrees to take over responsibility in the framework of the Sub-Grant project for the action in the **Annex I and Annex II**.
2. Smaller changes of the project activities during the course of the project are to be discussed in regular meetings/telephone conferences/e-mail exchanges between Project Contact Person and the Sub-Grant Recipient. Changes on a bigger scale have to be coordinated beforehand, and, depending



on the scale, will also need to be agreed with the EU Delegation in **Serbia**. In any urgent cases, the Project Contact Person always has to be informed.

3. The timeframe of implementation of the activities is part of this contract. In case of necessary changes of the timeframe during the implementation process, the Project Contact Person has to be informed immediately and the changes can only be implemented after approval.
4. The Sub-Grant Recipient acknowledges the visibility guidelines of the European Commission and clearly communicates during Sub-Grant implementation that this project is co-funded by the European Union. Templates and visibility items will be provided by KAS.

Article 3 Financing

1. The above mentioned Sub-Grant project has an overall budget of **xxx (xxx in words xxx)** which is 100% financed by the European Union (EU).
2. The budget distribution will occur according to the costs attributed in the project budget as in **Annex III** and to the activities listed in the description of the action (**Annex I**).
3. For the fulfilment of the obligations in the project, the Recipient is entitled to receive instalments according to the budget.
 - a. First instalment – xxx local currency (40% of the proposed budget)
 - b. Second instalment – xxx local currency (50% of the proposed budget)
 - c. Final instalment – xxxx local currency (10% of the proposed budget or the remaining amount, based on the final financial reporting)
4. All costs caused by the above mentioned Sub-Grant project will be claimed by the Sub-Grant Recipient from KAS by providing the Project Contact Person with the final reporting package (narrative and financial reports) and the list of expenditures according to the provide template and the copy of the corresponding invoices of all these costs.
5. The payments are to be transferred to the project bank account in **xxx**, opened at the Bank of **xxx** and stay as such until the end of the project. The copies of the account book bank and the authorized signatories as well as the official registry of the Sub-Grant Recipient's association/foundation/cooperative will be provided to the KAS (**Payment information sheet attached in Annex VII**)
6. Original invoices have be kept in office of subgrantee office for further 7 (seven) years according to the EU regulations.



7. The full sum of any eventual claw backs which the EU might request from the KAS will be provided by the Sub-Grant Recipient if the Sub-Grant Recipient spends the money in a way which is against the description of the action and the budget as provided by the Sub-Grantee.
8. In case that the Sub-Grant Recipient withdraws his participation in the Sub-Grant project before the project has been terminated, all payments and disbursements of expenditures will be immediately stopped.

Article 4 Reporting

1. Narrative and financial reports shall be provided to the contractor after three months (first narrative and financial report with a list of expenditures) and after six months of project implementation (second and final narrative and financial report with a list of expenditures). The reports have to be submitted to the contractor not later than three weeks after the end of the reporting period. Forms for narrative and financial reporting are provided as **Annex V this contract**.

Article 5 Duty to Furnish Information

1. The Sub-Grant Recipient provides KAS immediately with all the information that the latter is requesting and that are related to the implementation of the Sub-Grant project.
2. In case of a financial or operative inspection by the European Union or another third party assigned by the EU, the Sub-Grant Recipient agrees to cooperate with KAS to that effect that the latter will have all necessary documents at his disposal for the timeframe of the Sub-Grant project and an additional 7 (seven) years after the completion of the contract. This agreement does also apply to an eventual ad hoc inspection of documents.

Article 6 Liability

1. Each party to the Sub-Grant Agreement is releasing the other party to the contract from all liability for damages which have been caused to it or to one of its employees by implementing this contract, as long as the damages are not caused by gross negligence or proven deliberateness of one of the parties or one of its employees.
2. The Sub-Grant Recipient is indemnifying the European Union and KAS and their employees from all claims of third parties including the employees working on the project, which are caused by



conforming to this contract, as long as these damages are not caused by gross negligence or proven deliberateness of the European Union and KAS or any of their employees.

Article 7 Abrogation

1. KAS can abrogate the contract if the Sub-Grant Recipient does not fulfil one of the duties on which he agreed in the Sub-Grant Agreement, provided that the non-compliance is not based on force majeure and that the Sub-Grant Recipient did not comply with his duties within one month after receiving a registered warning letter from KAS.
2. In case of force majeure, the Sub-Grant Recipient informs KAS immediately of all events which could affect the compliance with this contract and provides him with all the necessary information.
3. Each party can abrogate the contract immediately if the other party does not comply with any of the duties he agreed on in this Sub-Grant Agreement or if he places demands which run contrary to the contract.
4. The Sub-Grant Agreement continues to be in effect until all duties of both parties towards the European Union have been fulfilled and until all payment transactions by and to the European Union and both contract parties have been fulfilled, so that all bank accounts, which have been opened for the Sub-Grant project, can be closed.
5. This Sub-Grant Agreement will be considered invalid in case of a premature abrogation of the contract between the European Union and KAS.

Article 8 Jurisdiction

1. The place of jurisdiction is **Belgrade, Serbia**.

Article 9 Safeguarding Clause

1. In case one or several of the terms of this Sub-Grant Agreement are or will be invalid or illegitimate, the validity of the other terms of this Sub-Grant Agreement will not be affected. The two parties agree that in this case the invalid term will be replaced by a valid one, on which the parties would have agreed earlier on, if they would have been aware of the invalidity of the relevant term.

Article 10 Modification of Assignment



The Recipient shall not assign or transfer any interest in this Sub-Grant Agreement to any third party without the written authorisation, in the form of an Amendment to this Agreement, of KAS. Both parties will commonly agree in writing on any change in the agreement and in the budgetary agreements during the project.

Article 11 Others

1. All changes and additions to this Sub-Grant Agreement have to be added in writing and have to be signed by both parties.
2. All previous agreements on the above mentioned project between the two parties loose validity with the signing of this Sub-Grant Agreement.
3. This Sub-Grant Agreement is engrossed in two originals, one original for KAS and one for the Sub-Grant Recipient.

Xxx place xxx,

xxx place xxx,

KAS
 Mr. Norbert Beckmann-Dierkes
 Project Director
 KAS Representative to Serbia

Sub-Grant Recipient
 Mr./Ms. xxx
 Project Manager
 Sub-Grant Project

Annexes

- Annex I: Application form
- Annex II Work plan form
- Annex III Budget form
- Annex IV General Conditions
- Annex V Reporting templates
- Annex VI EU Visibility guidelines
- Annex VIII Payment schedule