



Република Србија
РАЗВОЈНА АГЕНЦИЈА СРБИЈЕ

Број 1-01-337-36/2021

Датум 01.08.2021 год.
Београд

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
2021/423-512
(the 'contract')

The European Union, represented by the Delegation of the European Union to the Republic of Serbia,
(the 'contracting authority')

of the one part,

and

РАЗВОЈНА АГЕНЦИЈА СРБИЈЕ (DEVELOPMENT AGENCY OF SERBIA)

Public Law Body

Organisation official registration number: 17905031

Full official address: Kneza Milosa 12, 11000 Belgrade, Serbia

VAT number: RS109336535 ,

hereinafter the 'coordinator'

and

Ministarstvo privrede (Ministry of Economy), Republic of Serbia

Public Law Body

Organisation official registration number: 17862154

Full official address: Kneza Milosa 20, 11000 Belgrade, Serbia

VAT number:108213421,

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator, collectively referred to as 'beneficiaries' where a provision applies without distinction to the coordinator and the co-beneficiaries

of the other part,

(the 'parties')

have agreed as follows:

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: **'Direct Grant to the Development Agency of Serbia- Scaled up and technologically improved production capacity solutions among micro and small enterprises and entrepreneurs'** 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 first day of the month following the date on which the first instalment of pre-financing is paid by the contracting authority.
- 2.3 The implementation period of the action, as laid down in Annex I, is **48 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 27,000,000.00** as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of **EUR 11,000,000.00**.
The grant is further limited to 40.74% 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 14.8 of Annex II, **0.6%** 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 The pre-financing rate is 100% of the amount set out in Article 3.2, excluding not authorised contingencies.
Initial pre-financing payment for the amount of **EUR 200,000.00** will be made within 30 days of receipt of the signed contract.
Further pre-financing payments: **EUR 10,800,000.00** (subject to the provisions of Annex II).
- 4.2 The coordinator shall submit every six months interim reports in accordance with the provisions of Article 2.1 of Annex II and using the template provided in Annex VI.7.2.

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 Serbia

Vladimira Popovica 40, GTC Avenue block 19a

11070 Belgrade, Serbia

For the attention of Head of Contracts, Finance and Audit Section

Ms Eszter ROZSA,

eszter.rozsa@eeas.europa.eu

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

Delegation of the European Union to the Republic of Serbia

Section OPERATIONS 2

Vladimira Popovica 40, GTC Avenue block 19a

11070 Belgrade, Serbia

For the attention of Ms Ana STANKOVIC, Programme Manager

Ana.STANKOVIC@eeas.europa.eu

For the coordinator

Development Agency of Serbia

Kneza Milosa 12, 11 000 Belgrade, Serbia

For the attention of Ms Jelena Cvijanović, Director of Sector for SMEs Support

jelena.cvijanovic@ras.gov.rs

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out [by the contracting authority or any external body authorised by the contracting authority].

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)

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

Annex V: Standard request for payment and financial identification form

Annex VI: Model narrative and financial report

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:

2021-20

7.1.1 Financial support to third parties may only be awarded in compliance with the conditions set in the guidelines for applicants and in accordance with the criteria and conditions laid down in the description of the action in Annex I.

The maximum amount of financial support per each third party is limited to EUR 60,000.00

7.1.2 VAT/ taxes, duties and charges are not eligible.

7.2 The following derogations from Annex II shall apply:

7.2.1 By derogation to Article 15.1 of Annex II:

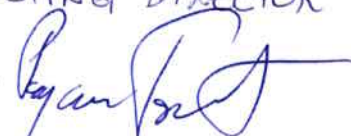
- The grant will be paid in accordance with the provisions of Article 4 of the Special Conditions.
- The total sum of pre-financing payments will represent 100% of the amount referred to in Article 3.2 of the Special Conditions.
- The payment of the balance of the final amount of the grant is not applicable.
- The final amount of the grant shall be determined in accordance with Articles 14 and 17 of Annex II, following the submission of a Final Report as provided for in Articles 15.2 of Annex II. Any amounts of pre-financing paid in excess of the final amount of the grant shall be recovered in accordance with the provisions of Article 18 of Annex II.

7.3 The entity acting as a data controller as provided for in Article 1.3 and 1.4 of the general conditions is:

The Head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

Done in English in two originals, one original being for the European Commission and one original being for the beneficiaries.

For the beneficiaries

Name RADOŠ GAZDIĆ
 Title ACTING DIRECTOR
 Signature 
 Date 01.06.2021.

For the contracting authority

Name Sem FABRIZI
 Title Head of Delegation
 Signature 
 Date 27.05.21

