

EXECUTION COPY

(Grant Contract No. [*insert number*])

**GRANT CONTRACT**

for

**AN ACTION IN THE FRAMEWORK OF THE BSPPF**

between

**THE PERMANENT INTERNATIONAL SECRETARIAT OF THE  
ORGANIZATION OF THE BLACK SEA ECONOMIC COOPERATION**

and

**THE ...**

[*insert date*]

This **Grant Contract** dated [*insert date*] between the Permanent International Secretariat of the Black Sea Economic Cooperation (the “**BSEC PERMIS**”), acting as the administrator of the Black Sea Project Promotion Facility (the “**Facility**”), a funding mechanism established jointly with the Government of the Russian Federation under the **Donor Agreement**,

and ....(the “**Beneficiary**”)

## **PREAMBLE**

**WHEREAS** the Facility has been requested to consider awarding a grant for the prospective *Action* entitled XXXX,

**WHEREAS** the BSEC PERMIS and the Beneficiary are of the opinion that the above *Action* is in compliance with the BSEC Economic Agenda and the Donor’s priorities,

**WHEREAS** the BSEC PERMIS considers that the prospective *Action* is eligible to benefit from the Facility,

**NOW THEREFORE** the Parties agree on the following express terms.

## **ARTICLE I - Definitions**

### **Definitions and Interpretation**

Wherever used in this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings ascribed below:

“**Action**” means a project or initiative to be implemented by the Beneficiary whose costs are considered eligible for a financial contribution from the Facility.

“**Country of Assignment**” means the country (countries) wherein the *Action* is to take place.

“**Grant**” means the amount of funds to be made available by the Facility to the Beneficiary, for the purposes of financing the *Action*.

“**Contract Amount**” means the maximum amount to be paid to the Beneficiary under a Grant Contract, including all expenses determined by an applicant in the Grant Application Form.

“**Grant Application Form**” means the document to be submitted initially by an applicant to the BSEC PERMIS and containing full information on the *Action* for which a Grant is requested.

## **ARTICLE II – Subject Matter**

### **2.01 The Grant**

- (a) The BSEC PERMIS, acting through the Facility, agrees to make available to the Beneficiary, on the terms and conditions set forth in the Grant Application Form, the Grant in an amount not to exceed [*insert amount*].
- (b) By signing the Contract, the Beneficiary accepts the Grant and undertakes to implement the *Action*, in the Country of Assignment, acting on its own responsibility.

### **2.02 Disbursement**

- (a) The BSEC PERMIS concurs that the Facility shall be authorised to make disbursements directly to the Beneficiary.
- (b) As a general rule, the Grant shall be disbursed in two installments by the Facility (one advance payment and one final payment), unless the Parties agree otherwise (subject to the duration of the *Action* and its complexity).
- (c) The advance payment shall be disbursed to the Beneficiary upon receipt of a corresponding (advance payment) invoice in accordance with the estimated budget (as referred to in the Grant Application Form) and the breakdown of expenditures to be financed at the beginning of the *Action*.
- (d) Upon completion of the initial set of services and the receipt of the consequent report as per Article III (a), the Facility, acting through the Manager, shall review the report and verify without delay the correctness of the associated costs and the adequacy of the breakdown of the amount in question.
- (e) If the final report in accordance with Article III (b) is deemed satisfactory and the costs are eligible and within the budget as per the Grant Application Form, the Facility, acting through the Manager and with the agreement of the Steering Committee, will request the Beneficiary to issue the final invoice(s) and to submit it, together with any supporting documents. Upon receipt of the invoice(s) and relevant supporting documents, the Facility will make the final disbursement to the Beneficiary within fifteen days.

## **ARTICLE III – Reporting**

- a) The Beneficiary shall submit a short progress report covering the first half of the implementation period and describing the realization of the *Action*, the way the initial installment was used and the steps ahead.
- b) A final report on the implementation of the *Action* containing the information needed to justify the eligible costs declared as well as a summary financial statement detailing the cumulative amount of payments, in accordance with the estimated budget, shall be submitted by the Beneficiary within 30 days from the end of the Implementation period (as referred to in Article IV b).

## **ARTICLE IV – Entry Into Force and Duration**

- a) The Contract shall enter into force upon signature by both Parties.
- b) The *Action* shall be implemented during a period of \_\_\_\_\_ starting from the signing of this Contract. This period may be extended by the Facility, on the basis of a written request submitted by the Beneficiary, at least one month before the expiration date.

## **ARTICLE V - Effectiveness, Suspension and Termination**

### **5.01 Effectiveness and Termination**

This Contract shall be in force until the end of implementation of the *Action* or the date that the obligations of the Parties hereunder have terminated in accordance with the terms hereof.

If at any time any Party informs the other Party that, despite conscious efforts made by both Parties, the purposes of this Grant Contract can no longer be appropriately carried out, such Party may, by a written notice to the other Party, terminate the Contract.-

### **5.02 Remaining Balance**

If upon examination of short progress report or final report it emerges that the *Action* won't be completed due to the fault of the Beneficiary (submission of unreliable or misleading information, ill-conceived acts or omissions), which fault jeopardizes the implementation of the *Action*, the Facility, upon instructions by the Donor, may choose to return any amount of the grant allocated to the Beneficiary.

## **ARTICLE VI – Miscellaneous**

### **6.01 Currency**

All estimations, calculations and payments shall be made in US Dollars.

### **6.02 Language**

All communications, documentation and reports under this Grant Contract shall be prepared and presented in the English language.

### 6.03 Settlement of Disputes

Any dispute arising from or in connection with this Grant Contract, including the interpretation or application of any provision contained herein, shall be resolved through consultations between the Parties.

### 6.04 Amendment of Grant Contract

This Contract may only be amended by written agreement between the Parties duly executed by authorised representatives.

### 6.05 Notices

Any notice, request or consent required or permitted to be given or made under this Contract shall be in writing in the English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail, or facsimile to such Party at the following address:

For the Faciltiy/BSEC PERMIS

adress:

Organization of the Black Sea Economic Cooperation

Permanent International Secretariat

Darüşşafaka Caddesi, Seba Center İş Merkezi, No: 45, Kat 3,

İstinye, Sarıyer – Istanbul, Turkey

Tel: +90 (212) 229 63 30-35; Fax: +90 (212) 229 63 36

☐: info@bsec-organization.org ☐ [www.bsec-organization.org](http://www.bsec-organization.org)

Attention: Alexandre Gorelik, Manager

E-mail: asgorel@yandex.ru

Fax: + 90 212 229 6336

For the Beneficiary

[address]

Attention: [ ]

E-mail: [ ]

Fax: [ ]

**IN WITNESS WHEREOF**, the Parties, acting through their duly authorised representatives have caused this Grant Contract, in the English language, to be signed as of the day and year first above written.

**THE FACILITY/BSEC PERMIS**

.....  
Alexandre Gorelik  
Manager  
Black Sea Project Promotion Facility

**THE BENEFICIARY**

.....