



EUROPEAN COMMISSION

EuropeAid Co-operation Office

Thematic operations

Central management of thematic budget lines PA RELEX

DOCUMENTO II

Brussels, 04 DEC. 2008
AidCo/F2/EK / vk D (2008) - 27533

Escuela Andaluza de Salud Pública
Campus Universitario de Cartuja
Att. Dr. Ignazio MARTINEZ MILLAN

Calle Cuesta del Observatorio No. 4
GRANADA / ESPAÑA

Subject: Contract n° MIGR/2008/152-804(5.2)

Dear Dr. Martinez Millán,

Please find enclosed three original copies of the **contract** referenced above which have already been signed by the Commission.

Please retain one original and return the two others, duly signed and dated by the person authorised to represent your organisation, to the following address:

Att. Mr Hans Christian Stausboll
Head of Unit EuropeAid/F4
(Finance, Contracts, Audits for thematic budget lines)
Office: L-41 02/126
DG EuropeAid Co-operation Office
European Commission
B-1049 Brussels, BELGIUM

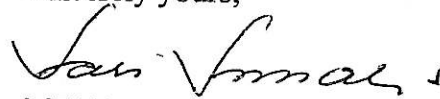
The contract has imperatively to be signed and returned before 31 December 2008.

The 2 originals have to be sent back to Mr Stausboll not later than 7 days from the date of this letter, by registered mail or private courier service.

You are kindly also asked to send by fax a copy of the same to my attention using fax number +32 2 296 14 30.

May I also draw your attention to the fact that, in case of any modification to the text of the contract or its annexes, the Commission will no longer be in a position to accept the said contract.

Sincerely yours,


Sari SUOMALAINEN

Enclosure: 3 originals

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN COMMUNITY -
MIGR/2008/152-804

The European Community, represented by the Commission of the European Communities, ("the Contracting Authority")

of the one part,

and

Escuela Andaluza de Salud Pública, Campus Universitario de Cartuja, Calle Cuesta del Observatorio No. 4, Granada, España ("the Beneficiary")

of the other part,

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 for the implementation of the Action entitled: **"Migration of Health Professionals between Latin America and Europe: analysis and generation of opportunities for shared development"** ("the Action") described in Annex I.
- 1.2 The Beneficiary will be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions ("Special Conditions") and the annexes, which the Beneficiary hereby declares it has noted and accepted.
- 1.3 The Beneficiary accepts the grant and undertakes to carry out the Action under its own responsibility.

Article 2 - Implementation period of the Action

- 2.1 This contract shall enter into force on the date when the last of the two Parties signs.
- 2.2 Implementation of the Action shall begin on:
- 1st January 2009
- 2.3 The Action's implementation period, as laid down in Annex I, is **30 months**.

Article 3 - Financing the Action

- 3.1 The total cost of the Action eligible for financing by the Contracting Authority is estimated at **€ 1.185.388**, as set out in Annex III.

- 3.2 The Contracting Authority undertakes to finance a maximum of € 871.388, equivalent to 73.51 % of the estimated total eligible cost specified in paragraph 1; the final amount shall be established in accordance with Articles 14 and 17 of Annex II.
- 3.3 Pursuant to Article 14.4 of the Annex II, 7% of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of the Annex II, may be claimed by the beneficiary as indirect costs.

Article 4 - Narrative and financial reporting and payment arrangements

- 4.1 Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15.1 of Annex II.
- 4.2 Payment will be made in accordance with Article 15 of Annex II. Of the options referred to in Article 15.1, the following will apply:

First instalment of pre-financing (80% of the part of the forecast budget for the first 12 months of implementation financed by the Contracting Authority):

$$(363.216 \times 73,51\%) \times 80\% = \text{€ } 213.600$$

Further instalment(s) of pre-financing: 2x

€ 285.320 x 2

Forecast final payment
(subject to the provisions of Annex II):

€ 87.148

- 4.3 In case where the pre-financing instalments are to be paid by the Contracting authority, the first instalment of pre-financing will be paid to the Beneficiary within 45 days, as from the date of reception by the Contracting authority of signed contract accompanied by the Financial guarantee if required in accordance with article 15.7 of the General Conditions.

Article 5 - Contact addresses

- 5.1 Any communication relating to this contract must 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 should be sent to:

European Commission
EuropeAid Cooperation Office
For the attention of Mr Hans Christian STAUSBOLL
Head of Unit EuropeAidCO/F4 (Finance, Contracts, Audits for thematic budget lines)
Office: L-41 02/126
B-1049 Brussels, BELGIUM

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

European Commission
EuropeAid Cooperation Office
For the attention of Unit-F2 Migration and Asylum Programme
41 Rue de la Loi
B-1049 Brussels, BELGIUM

For the Beneficiary

Escuela Andaluza de Salud Pública
Campus Universitario de Cartuja
Calle Cuesta del Observatorio No. 4,
Granada, ESPAÑA

5.2 The audit firm which will carry out the verification(s) referred to in Article 15.6 of Annex II is

MARTIN-RECUERDA GARCIA FRANCISCO
C/ANDORRA 1-2ª
18009-GRANADA / ESPAÑA
Tel No.: 0034/958-222263
Fax No.: 0034/958-225801

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
- Annex II: General Conditions applicable to European Community-financed grant contracts for external Actions
- Annex III: Budget for the Action
- Annex IV: Contract-award procedures
- Annex V: Standard request for payment and financial identification form
- Annex VI: Model narrative and financial report
- Annex VII: Model report of factual findings and terms of reference for an expenditure verification of an EC financed grant contract for external actions

6.2 In the event of conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of 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 following derogations from the General Conditions shall apply:

By derogation from Article 15.4 of the General Conditions, once the deadline laid down in Article 15.1 has expired, the Beneficiary shall receive late-payment interest:

- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority where payments are in national currency;
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, where payments are in euro,

on the first day of the month in which the deadline expired, plus 3,5 percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive). By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it shall be paid to the consultant only upon a demand submitted within two months of receiving late payment. The Member States are not entitled to late-payment interest. This interest is not considered income for the purposes of Article 17.3.

Done at Brussels in three originals in the English language, two of them for the Contracting Authority and one for the Beneficiary.

For the Beneficiary

Name *Joaquín Carrera Díaz-Velarde*

Title *Chief Executive Officer*

For the Contracting Authority

Name Sari SUOMALAINEN

Title Head of Unit
EuropeAid/F2

Signature *Sari Suomalainen*

Date

04 DEC. 2008

