

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

DCI-MIGR/2012/283-036

(the "Contract")

The European Union, represented by the European Commission (the "Contracting Authority")

of the one part,

and

Escuela Andaluza de Salud Publica

Non-profit private law body

ES-2008-EQH-0702748626

Área de salud internacional

Apartado de Correos 2070

18080 Granada

VAT n. A-18049635

(the "Beneficiary")

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 for the implementation of the Action entitled: "**Migración de profesionales de salud. Oportunidad para el desarrollo compartido**" (the "Action") described in Annex I.
- 1.2 The Beneficiary 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 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 March 2013
- 2.3 The Action's implementation period, as laid down in Annex I, is 30 months.
- 2.4 The execution period of this Contract shall end at the moment when final payment is paid by the Contracting authority and in any case at the latest 18 months as from the end of the implementation period as stipulated in art 2.3 above.

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Article 3 - Financing the Action

- 3.1 The total eligible cost is estimated at **1.367.203 EURO**, as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum of **1 063 453**, equivalent to **77.78%** of the estimated total eligible cost of the Action specified in paragraph 1.
- The final amount of the Contracting Authority's contribution shall be established in accordance with Articles 14 and 17 of Annex II. Moreover the percentages laid down with regard to the total eligible costs and total accepted costs shall apply cumulatively so that the Contracting Authority's contribution shall be limited to the lowest amount obtained by respectively applying the percentages to the final total eligible and accepted costs approved by the Contracting Authority.
- 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.
- 3.4 Pursuant to Article 14.2 of Annex II, the Regulation and/or the Financing Decision and/or Financing Agreement under which this Contract is financed exclude financing of taxes, including VAT, in the case the Beneficiary can show it cannot reclaim.

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 shall be made in accordance with Article 15 of Annex II. Of the options referred to in Article 15.1, the following shall 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): | 243 128 EURO |
| Forecast further instalment(s) of pre-financing:
(subject to the provisions of Annex II) | 356 989 EURO |
| Forecast further instalment(s) of pre-financing:
(subject to the provisions of Annex II) | 356 989 EURO |
| Forecast final payment
(subject to the provisions of Annex II): | 106 347EURO |
- 4.3 The first instalment of pre-financing, if applicable, shall 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. The signed contract serves as payment request.

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 shall be sent to:

European Commission
Directorate-General for Development and Cooperation - EuropeAid
For the attention of Unit D6 – Finances, Contracts and Audit for Human and social Development
Office: SC-15 05/070
B-1049 Brussels, BELGIUM

A copy of the reports referred to in Article 4.1 must be sent to the concerned service of the European Commission, at the following address:

European Commission
Directorate-General for Development and Cooperation - EuropeAid
For the attention of Unit D3 – Employment, Social Inclusion, Migration
Office: SC-15 06/069
B - 1049 Brussels, BELGIUM

For the Beneficiary
Escuela Andaluza de Salud Publica
Área de salud internacional
Apartado de Correos 2070
18080 Granada

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

AUDITORÍA Y CONSULTA, S.A.
Avd. Constitución, 34, 3ºB
41001 - Sevilla
C.I.F. A-41252651

Article 6 - Annexes

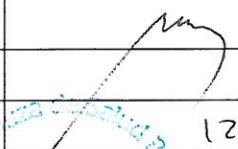
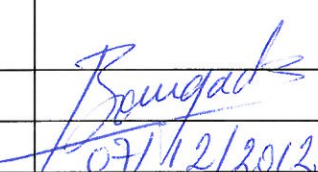
6.1 The following documents are annexed to these Special Conditions and form an integral part of the Contract:

- Annex I: Description of the Action
- Annex II: General Conditions applicable to European Union-financed grant contracts for external Actions
- Annex III: Budget for the Action (worksheets 1 and 3)
- 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 EU financed grant contract for external actions
- Annex IX: Standard template for Transfer of Assets Ownership

6.2 In the event of conflict between the provisions of the present Special Conditions and any Annex thereto, 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.



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

For the Organisation		For the Contracting Authority	
Name	Carlos Artundo Purroy	Name	Helène Bourgade
Position	Chief Executive Officer and Managing Director, EASP	Position	Head of Unit, DEVCO/D3
Signature		Signature	
Date	12.12.2012	Date	07/12/2012

