



CALL FOR PROPOSALS FOR THE AWARD OF GRANTS FOR PROMOTIONAL PROGRAMMES IN IOC MEMBER COUNTRIES

AVAILABLE BUDGET: 50.000 EUROS

Within the framework of the promotion activities approved by the IOC for 2022, the Executive Secretariat (ES) intends to award grants to finance national programmes to promote local consumption of olive oil and table olives in producer member countries. Grants will be awarded for events and actions implemented from November 1st to December 15th, 2022

Objectives

The objective of the grants is, inter alia, to build up a market culture in member countries that wish to emphasise the quality of local products and encourage cooperation amongst all IOC member countries. Proposed action and events should be of clear-cut promotional worth, in line with the objectives laid out in the International Agreement on Olive Oil and Table Olives 2015.

- For guidance purposes, activities like those listed should notably be included in the programmes put forward:
- Organisation of seminars, trade fairs, symposiums and workshops;
- Information points at food and nutrition fairs;
- Promotional material (brochures, CDs, books, etc.);
- Invitations for the participation of international specialists.
- The IOC ES has decided to extend the 2022 Grants to the organisation of the national competition for extra virgin olive oils with institutional International Olive Council patronage set by the competent authorities following the IOC rules in the document:
COI/T.30-2/DOC. NO 3 / November 2021:
<https://www.internationaloliveoil.org/what-we-do/chemistry-standardisation-unit/#institutional>

Exclusion, eligibility, selection and award criteria

Grant applications must be submitted in writing. Legal entities whose headquarters are in the territory of member countries and organisations created under intergovernmental agreements and governed by public international law will be



eligible to apply for grants. If the IOC decides to award grants to non-member countries according to the annual programme, legal entities will also be eligible to apply for grants.

The ES will check whether the proposed action is in line with the objectives laid out in the International Agreement on Olive Oil and Table Olives 2015. According to Article 101 of the IOC Financial Regulation, grants awarded by the IOC will not cover more than 50% of the cost of the co-financed activity.

Grants will be covered by an agreement and will be subject to the following principles:

- The aim of the financed project or action is to help achieve the objectives outlined in the International Agreement on Olive Oil and Table Olives 2015.
- Co-financing principle: external co-financing is required from a source other than an IOC fund, either in the form of the beneficiary's own resources or financial contributions from third parties. Grants awarded by the IOC must in no case cover more than 50% of the cost of the co-financed activity. The award of scholarships is an exception and is therefore not subject to the co-financing rule.
- Non-profit principle: grants may not have the purpose or effect of leading to profit for the beneficiary
- Non-retroactivity principle: expenditure incurred prior to the signature of the agreement is not accepted.
- Non-cumulation principle: one action may give rise to the award of one grant only to any one beneficiary per financial year.
- Principle of transparency.
- Principle of equal treatment.

Exclusion criteria:

Candidates shall be excluded from participating in the procedure for the call for proposals if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended



business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the financial interests of the IOC;
- following another grant procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- Candidates must certify that they are not in one of the situations listed above. The following documents will be accepted: recent extract from the judicial record; recent equivalent document issued by a judicial or administrative authority in the country of origin; or provenance showing that those requirements are satisfied.

Grants may not be awarded to candidates who, during the procedure:

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by the relevant authorising officer as a condition of participation or fail to supply this information;
- fall under one of the exclusion criteria.



Eligibility criteria

Candidates must be legal entities from IOC member countries, unless the IOC, according to Article 100 of the Financial Regulation, includes grants for non-member countries in the annual work programme.

Applicants belonging to members that have lost their rights according to Article 16.8 of the International Agreement will not be eligible.

All proposals received after the specified closing dated will not be eligible.

Selection criteria

(a) Economic and Financial capacity:

Candidates must provide proof that they have stable and sufficient resources. Proof of economic and financial capacity may be furnished by one or more of the following documents:

- appropriate statements from banks or evidence of professional risk indemnity insurance;
- the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed;
- a statement of overall turnover and turnover concerning the works, supplies or services covered by the contract during a period which may be no more than the last three financial years;
- any other means considered appropriate by the contracting authority.

(b) Operational capacity:

Candidates must provide proof of their operational capacity. In particular, they must provide:

(c) Educational and professional qualifications:



List of the principal works performed in the last three years in relation to the action presented;

- A description of the technical equipment available;
- A description of the measures employed to ensure quality;
- An indication of the technicians or technical bodies involved, whether or not belonging to the legal entity, especially those responsible for quality control;
- A statement of the average annual manpower and the number of managerial staff in the last three years;

Award criteria

The award criteria, which will be weighted during the procedure for the call for proposals, will be as follows:

| AWARD CRITERIA | POINTS |
|--|---------------|
| TECHNICAL QUALITY OF THE PROGRAM | 40 |
| - Aims and Objectives (15) | 15 |
| - Target Groups (10) | 10 |
| - Themes and Messages (15) | 15 |
| MANAGEMENT QUALITY OF THE PROGRAM | 35 |
| - Planning and organization (10) | 10 |
| - Quality of partnership (10) | 10 |
| - Communication strategy (15) | 15 |
| OVERALL, DETAILED BUDGET | 25 |
| | |
| TOTAL | 100 |

Proposals those that receive a score lower than 35 points will be eliminated.

Financial Provision

The IOC will reimburse only eligible costs. Eligible costs are defined as costs that are actual and incurred by the beneficiary during the action,



contributing to the objectives of the grant in an economic, efficient and effective manner.

To obtain the reimbursement of a cost, it must have been included in the budget of the action.

The proposal has to include a budget in euros with all the itemised costs in relation to the action. This budget must be balanced and must respect the principles of co-financing, non-profit, non-retroactivity and non-cumulation.

This budget will not be modified without the prior written approval of the IOC. The ES reserves the right to reduce the amount of the budget, according to the analysis of the evaluation committee, without changing any other element of the proposal.

As a general rule, the costs will be reimbursed once the action has been completed and all documents have been sent to the IOC and duly checked and approved.

The planned schedule is as follows:

- Publication of the call: July, 15th, 2022
- Deadline for submitting applications: September 2nd, 2022
- Evaluation period: September 3 – 15, 2022.
- Electronic signature of the agreement by beneficiary and by the IOC: At least 30 calendar days before the commencement of the action the IOC will send the agreement to the beneficiary for electronic signature using the IOC electronic signature system. After the signature of the beneficiary, the IOC will sign electronically.
- Starting date of the activities: From November, 1st, 2022
- **Please Remind that ANY event or action must take place AFTER the signature of the agreement both by the IOC and the beneficiary.**

Final date for submissions:

Any interested member countries are invited to forward document proposals to the ES at the following address. The closing date for the receipt of submissions is: September 2nd, 2022

The submission of proposals can be made:

- by mail to the following address:
International Olive Council



Calle Príncipe de Vergara 154
28002 MADRID
SPAIN

- Or by sending all the documents by e-mail to:
ioc@internationaloliveoil.org

Maximum budget for the call for proposals and for each beneficiary

The maximum amount available for this call for proposals is 50.000€.

With the aim of distributing the available budget among the largest number of applicants, a maximum amount of €5 999 is fixed for each beneficiary.

Short-listing and award

The authorising officer will draw up the final list of beneficiaries and the amounts accepted. The ES reserves the right to not award all the funds. The decision of the ES to reject a proposal or to not award a grant shall be final.

Once selected, the beneficiary automatically authorises the ES to publish the following information, in any form and in any medium, including internet:

- a) The name and address of the beneficiary, if it is a legal entity or the name and country of origin if it is a natural person;
- b) The purpose of the grant;
- c) The amount granted and the financing rate with regard to the total cost of the action.

Grant agreement

The ES reserves the right to reduce the amount of the budget, according to the analysis of the evaluation committee, without changing any other element of the proposal.

The ES may not award a grant that is higher than the amount requested.

The grant will be governed by a grant agreement.

Abdellatif Ghedira
Executive Director



Annex 1: Grant application form

APPLICATION FORM FOR THE AWARD OF GRANTS FOR PROMOTIONAL PROGRAMMES IN IOC MEMBER COUNTRIES

1 TITLE AND REFERENCE OF THE ACTION OR PROGRAMME

2 APPLICANT MEMBER COUNTRY/ ORGANISATION

2.1 Presentation

If the proposal is presented by more than one organisation, indicate which will coordinate the programme.

a) The entity of the applicant:

- Name in full
- Official legal form (not applicable if the applicant is a natural person)
- Legal personality (yes or no. If no, provide the name of the representative empowered to sign contracts and take part in court proceedings on their behalf)
- Place of registration
- Entity registration number (not applicable if the applicant is a public-sector body. For natural person, the applicant should indicate the number of his/her identity card or passport)
- VAT number (if applicable)

b) Contact person responsible for the proposal

- Name, position, address, e-mail, telephone

c) Legal representative (authorised to sign the agreement)

- Name, position, address, e-mail, telephone

2.2 Other relevant information

2.3 The beneficiary's bank details in full



BENEFICIARY BODY/BODIES

Presentation

Name, address, e-mail, telephone, fax and other relevant contact details

If more than one body has been selected, indicate which actions are carried out by each.

3. DETAILS OF THE ACTION OR PROGRAMME

- 3.1 Type of programme
- 3.2 Member State(s)
- 3.3 Duration (planned start and end day)

4 DESCRIPTION OF THE ACTION OR PROGRAMME

- 4.1 General background
- 4.2 Objective(s)
- 4.3 Strategy
- 4.4 Target group(s)
- 4.5 Themes to be addressed
- 4.6 Main messages to be communicated
- 4.7 Actions – descriptions of each action and the corresponding budget

5 EXPECTED IMPACT

Specify and, if possible, quantify the anticipated impact in terms of expected results.

Clarify how the results/impacts will be measured.

6 BUDGET



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Summary table itemised by action (see template appended in Annex 3)

7 OTHER RELEVANT INFORMATION

Documents related to exclusion, election, selection and award criteria are attached



ANNEX 2

Exclusion Criteria Form

The undersigned:

Name of the beneficiary:

Legal address:

Registration number:

Tax number:

Name of the signatory of this form (representative legally authorised to represent the beneficiary vis-à-vis third parties):

declares on his honour that the organisation that he represents:

(a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) has not been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*;

(c) has not been guilty of grave professional misconduct proven by any means;

(d) has fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established, or with those of the country of the contracting authority or those of the country where the contract is to be carried out;

(e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the IOC's financial interests

(f) is not the subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a grants award procedure, or for failing to supply information or being declared to



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be in serious breach of its obligations under a grant agreement financed by the budget.

(g) in the case of award of the grant, the beneficiary shall provide the evidence that is not in any of the situations described in points (a), (b), (d), (e) above.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in the two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties which may be applied if any of the declarations or information provided prove to be false.

Signature [full name]:

Date: [date]



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Conflict of Interests and No Misrepresentation Form

The undersigned:

Address:

Name of the signatory of this form (representative legally authorised to represent the beneficiary vis-à-vis third parties):

declares on his honour that the organisation that he represents:

- does not have any conflict of interest in connection with the grant agreement; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- will inform the IOC, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the grant;
- has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the grant;
- has provided information to the IOC, within the context of this call for grant proposals, which is accurate, sincere and complete.

Signature (& full name):



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Annex IV:

AGREEMENT FOR THE ACTION

AGREEMENT NUMBER- [...]

SAGE N° XXXX

The International Olive Council ("the IOC "), represented by the Executive Secretariat, itself represented for the purposes of signature of this agreement by,

Mr Abdellatif Ghedira, Executive Director

of the one part,

and

[full official name]

[official legal form]

[statutory registration number]

[official address in full]

[VAT number],

('the beneficiary'), [represented for the purposes of signature of this agreement by [name in full and function]]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following **Annexes**:

Annex I Description of the action

Annex II Estimated budget for the action

which form an integral part of this agreement ('the agreement').

The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement.

The terms set out in the General Conditions shall take precedence over those in the Annexes.

I – SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

I.1.1 The International Olive Council has decided to award a grant, on the terms and conditions set out in the Special Conditions, the General Conditions, and the Annexes to the agreement, of which the beneficiary hereby declares to have taken cognisance and to accept, for the action entitled "....." ("the action").



I.1.2 The beneficiary accepts the grant and undertakes to do everything in his power to carry out the action, described in Annex I, acting on his own responsibility.

ARTICLE I.2 – DURATION

I.2.1 The agreement shall enter into force on the date on which the last of the two parties sign.

I.2.2 The action shall run for [...] [*months/days*] from the [*first day [of the month] following the date on which the last of the two parties sign*] [*or insert date*] (“the starting date of the action”). [*The above period shall be determined on the basis of calendar days*].

ARTICLE I.3 – FINANCING OF THE ACTION

I.3.1 The total cost of the action is estimated at EUR (..... euros) as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for IOC funding under the terms of article II.14, of any other costs that the action may entail, and of all receipts so that receipts and costs balance.

I.3.2 The total eligible costs of the action for which an IOC grant is awarded are estimated at EUR (..... euros) and correspond to the items of expenditure as shown in the estimated budget in Annex II, in compliance with the conditions of cost eligibility set forth in article II.14.

I. 3. 3 The Executive Secretariat shall contribute a maximum of EUR (.....), as indicated in paragraph 2. The final amount of the grant shall be determined as specified in article II.17, without prejudice to article II.19.

The grant awarded by the IOC shall not cover the entire costs of the action and may in no case exceed 50% of the cost of the co-financed activity. The amounts and sources of co-financing other than from IOC funds shall be set out in the estimated budget referred to in paragraph 1. The International Olive Council consents to such co-financing from non-IOC funds being made up of contributions in kind insofar as the conditions set forth in article II.14.5 are fulfilled.

I.3.4 By way of derogation from article II.13, the beneficiary may, when carrying out the action, ask to adjust the estimated budget by making transfers between items of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between items does not exceed 10% of the amount of each item of eligible, estimated costs for which the transfer is intended, and without exceeding the total eligible costs mentioned in paragraph 2. The beneficiary shall request this amendment by registered letter, with advice of delivery or equivalent, addressed to the IOC, which reserves the right to refuse within 20 days of the date of receipt of the request. Upon the expiry of that time limit, the request will be deemed to have been approved.

ARTICLE I.4 – PAYMENT ARRANGEMENTS

The request for payment must be accompanied by the final technical and financial implementation reports specified in article II.15 together with an external audit certificate or, in the case of public bodies, of a certificate delivered by a qualified, independent public officer concerning the related financial statements and accounts which must state in all cases the amounts paid, the taxable base, and the pertinent taxes. The Executive Secretariat shall have 30 days to approve or reject the technical implementation report



or to request additional supporting documents or information under the procedure laid down in article II.15. In that case, the beneficiary shall have 30 days to submit the additional information requested or a new report.

ARTICLE I.5 – SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The technical and financial implementation reports and other documents referred to in article I.4 must be submitted in 2 copies (English) by the following deadlines:

- Final technical and financial implementation reports: within 1 month of the closing date of the action as determined in article I.2.2.

ARTICLE I.6 – BANK ACCOUNT

Payment shall be made to a bank account of the beneficiary, as indicated below:

Name of bank:

Branch code:

Address:

SWIFT/BIC:.....

Precise name of the account holder:

International bank account number (IBAN):

Account number:

ARTICLE I. 7 –GENERAL ADMINISTRATIVE PROVISIONS

Any communication in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

For the Executive Secretariat:

IOC Executive Secretariat

C/ Príncipe de Vergara, 154

28002 Madrid (Spain)

Tel: 34 91 590.36.38

e-mail: iooc@internationaloliveoil.org

Ordinary mail shall be considered to have been received by the Executive Secretariat on the date on which it is formally registered by the Executive Secretariat.

For the beneficiary:

.....

.....

e-mail:



tel.:

ARTICLE I.8 – APPLICABLE LAW AND COMPETENT COURT

The grant is governed by the terms of the agreement and by the applicable IOC rules.

The beneficiary may lodge an appeal with the Court of Arbitration of the Chamber of Commerce of Madrid against decisions taken by the Executive Secretariat in regard to the application of the terms and conditions of the agreement and the arrangements for its implementation.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in the agreement shall be processed solely for the purposes of the performance and follow-up of the agreement by the Executive Secretariat, without prejudice to their possible transmission to the bodies responsible for monitoring and audit tasks in conformity with IOC legislation.

Beneficiaries may, upon written request, have access to their personal data and rectify any such data that are incorrect or incomplete. They submit any enquiry regarding the processing of their personal data to the Executive Secretariat.

ARTICLE I.10 - SPECIAL CONDITIONS

The following special conditions shall be applicable under this agreement:

Beneficiaries shall denominate their payment requests, including the financial implementation reports, in Euros, as specified in Article I.4. By way of exemption from Article II.16.1, any conversion in Euros shall be made by the beneficiary at the daily rate established for the Euro by the European Central Bank: <https://www.ecb.europa.eu/stats/policyandexchange/rates/euroreferenceexchange/rates/html/index.en.html> and published on the website on the day on which the payment request was done.

II – GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – LIABILITY

II.1.1 The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.

II.1.2 The International Olive Council may not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action. Consequently, it will not entertain any request for indemnity or reimbursement accompanying any such claim.

II.1.3 The beneficiary shall bear sole liability *vis à vis* third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 – CONFLICT OF INTERESTS



The beneficiary undertakes to take all the necessary measures to prevent any risk of conflict of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interests during the implementation of the agreement must be brought to the attention of the Executive Secretariat, in writing, without delay. The beneficiary shall undertake to take whatever steps are necessary to rectify this situation at once. The Executive Secretariat reserves the right to check that the measures taken are appropriate and may demand that the beneficiary take additional measures, if necessary, within the period assigned for this purpose.

ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS

II.3.1 Unless stipulated otherwise in this agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the beneficiary.

II.3.2 Without prejudice to paragraph 1, the beneficiary grants the Executive Secretariat the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.4 – CONFIDENTIALITY

The Executive Secretariat and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

ARTICLE II.5 – PUBLICITY

II.5.1 Unless the Executive Secretariat requests otherwise, any communication or publication by the beneficiary about the action, including at a conference or seminar, shall indicate that it has received funding from the Executive Secretariat.

Any communication or publication by the beneficiary, in any form and medium, shall indicate that sole responsibility lies with the author and that the Executive Secretariat is not responsible for any use that may be made of the information contained therein.

II.5.2 The beneficiary authorises the Executive Secretariat to publish the following information in any form and medium, including via the Internet:

- The name and address of the beneficiary;
- The purpose of the grant;
- The amount granted and the financing rate with regard to the total cost of the action.

Upon a reasoned and duly substantiated request by the beneficiary, and subject to the express approval of the Executive Secretariat, the latter may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security or prejudicing his commercial interests.



ARTICLE II.6 – EVALUATION OF THE ACTION

Whenever the Executive Secretariat carries out an interim or final evaluation of the action's impact measured against the objectives of the programme concerned, the beneficiary undertakes to make available to the Executive Secretariat and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.19.

ARTICLE II.7 – SUSPENSION OF THE ACTION

II.7.1 The beneficiary may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. He shall inform the Executive Secretariat without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.7.2 If the Executive Secretariat does not terminate the agreement under Article II.11.2, the beneficiary shall resume implementation once circumstances allow and shall inform the Executive Secretariat accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 – FORCE MAJEURE

II.8.1 Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control that prevents either of them from fulfilling any of their obligations under the agreement, which was not attributable to error or negligence on their part, and which proves insurmountable in spite of all due diligence.

Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.

II.8.2 A party faced with force majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

II.8.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.

II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – AWARD OF CONTRACTS

II.9.1 If the beneficiary has to conclude contracts in order to carry out the action and they constitute costs of the action under an item of eligible direct costs in the estimated budget, he shall seek competitive tenders from potential contractors and award the contract to the bid offering best value for money; in doing so he shall observe the



principles of transparency and equal treatment of potential contractors and shall take care to avoid any conflict of interests.

- II.9.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:
- (a) they may only cover the execution of a limited part of the action;
 - (b) recourse to the award of contracts must be justified having regard to the nature of the tasks covered by the action and what is necessary for its implementation;
 - (c) the tasks concerned must likewise be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex I;
 - (d) any recourse to the award of contracts while the action is underway, if not provided for in the initial grant application, shall be subject to prior written authorisation by the Executive Secretariat;
 - (e) the beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiary must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Executive Secretariat;
 - (f) the beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the contractor.

II.9.3 Beneficiaries may not sub-grant to third parties.

ARTICLE II.10 – ASSIGNMENT

Claims against the Executive Secretariat may not be transferred.

In exceptional circumstances, where the situation so warrants, the Executive Secretariat may authorise the agreement and the payments arising thereof to be assigned to a third party following a written substantiated request to that effect from the beneficiary. If the Executive Secretariat agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Executive Secretariat.

In no circumstances shall such an assignment release the beneficiary from his obligations to the Executive Secretariat.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

II.11.1 Termination by the beneficiary

In duly justified cases, the beneficiary may withdraw his request for a grant and terminate the agreement at any time by giving 30 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the Executive Secretariat does not accept the reasons, the beneficiary shall be deemed to have terminated this agreement improperly, with the consequences set out in the third subparagraph of paragraph 4 of this article.

II.11.2 Termination by the Executive Secretariat



The Executive Secretariat may decide to terminate the agreement, without any indemnity on its part, in the following circumstances:

- a) in the event of a legal, financial, technical or organisational change in the beneficiary's situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- c) in the event of force majeure, notified in accordance with Article II.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.7;
- d) if the beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;
- e) if the beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of *res judicata* or if he is guilty of grave professional misconduct proven by any justified means;
- f) if the beneficiary is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement;
- g) if the beneficiary has intentionally or by negligence committed a substantial irregularity in performing the agreement or in the event of fraud, corruption or any other illegal activity on the part of the beneficiary to the detriment of the financial interests of the IOC. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission on the part of the beneficiary which causes or might cause a loss to the budget.

II.11.3 Termination procedure

The procedure is initiated by registered letter with advice of delivery or equivalent.

In the cases referred to in points (a), (b) and (d) of paragraph 2 of this article, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the Executive Secretariat fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the decision of the Executive Secretariat to terminate the agreement is received.

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of paragraph 2 of this article, termination shall take effect from the day following the date on which notification of the decision of the Executive Secretariat to terminate the agreement is received.

II.11.4 Effects of termination

In the event of termination, payments by the Executive Secretariat shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect in accordance with the provisions of Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account. The beneficiary shall have 60 days from the date when termination takes



effect, as notified by the Executive Secretariat, to produce a request for final payment in accordance with Article II.15.4. If no request for final payment is received within this time limit, the Executive Secretariat shall not reimburse the expenditure incurred by the beneficiary up to the date of termination and it shall recover any amount if its use is not substantiated by the technical and financial implementation reports approved by the Executive Secretariat.

By way of exception, at the end of the period of notice referred to in paragraph 3, when the Executive Secretariat is terminating the agreement on the grounds that the beneficiary has failed to produce the final technical and financial implementation reports within the deadline stipulated in Article I.5 and the beneficiary has still not complied with this obligation within two months following the written reminder sent by the Executive Secretariat by registered letter with advice of delivery or equivalent, the Executive Secretariat shall not reimburse the expenditure incurred by the beneficiary up to the end of the period of the action and it shall recover any amount if its use is not substantiated by the technical and financial implementation reports approved by the Executive Secretariat.

ARTICLE II.12 – FINANCIAL PENALTIES

By virtue of the Financial Regulation applicable to the IOC budget, any beneficiary declared to be in grave breach of his obligations shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality. This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first. The beneficiary shall be notified in writing of any decision by the Executive Secretariat to apply such financial penalties.

ARTICLE II.13 – AMENDMENTS TO THE AGREEMENT

II.13.1 The grant conditions may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No oral agreement may bind the parties to this effect.

II.13.2 The amendment may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.

II.13.3 If the amendment is requested by the beneficiary, he must send it to the Executive Secretariat one month before the closing date of the action, except in cases duly substantiated by the beneficiary and accepted by the IOC. In no cases will this request be accepted later than the closing date of the action.

PART B - FINANCIAL PROVISIONS

ARTICLE II.14 – ELIGIBLE COSTS

II.14.1 Eligible costs are costs actually incurred by the beneficiary of a grant which meet all of the following criteria:

- a) they are incurred within the duration of the action with the exception of costs relating to the technical report;



- b) they are indicated in the overall estimated budget of the action;
- c) they are necessary for the implementation of the action or of the subject of the grant;
- d) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost accounting practices of the beneficiary;
- e) they comply with the requirements of applicable tax and social legislation;
- f) they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

The beneficiary's usual accounting and internal control procedure must permit a direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.14.2 The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to the performance of the action and which can therefore be booked to it directly. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided this does not exceed the average rates corresponding to the beneficiary's usual policy on pay. Cost of staff is eligible only when they regard new recruitments made for the performance of the action;
- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Executive Secretariat;
- Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the Executive Secretariat, except where the nature and/or the context of its use justifies different treatment by the Executive Secretariat. The purchase cost of equipment (new or second hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind.
- costs of consumables, inputs and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by the beneficiary for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;
- costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees).



Under no circumstances shall costs corresponding to taxes be eligible if the grant awardee is entitled to reimbursement of such taxes. It shall be taken as a rule that beneficiaries are entitled to reimbursement of all taxes. For taxes to be considered eligible costs, the beneficiary must prove that he is not entitled to reimbursement by submitting a certificate issued by the appropriate tax collection agency or a declaration on honour (see Annex IV).

II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to the performance of the action which can be booked to it directly, but which can be identified and justified by the beneficiary on the basis of his accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

II.14.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it;
- costs declared by the beneficiary and covered by another action or work programme receiving a grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the Executive Secretariat can accept, in duly substantiated exceptional cases, that the co-financing of the action referred to in article I.3.3 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the beneficiary free of charge but bear the corresponding costs;
- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of co-financing in kind, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the action as co-financing in kind. The beneficiary shall undertake to obtain these contributions as provided for in the agreement.

ARTICLE II.15 – REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.4 of the Special Conditions.



Payment of the amounts due

Payment is made after the end of the action on the basis of the costs actually incurred by the beneficiary in carrying out the action.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for payment accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred which, keeping to the structure of the estimated budget, states the taxable base of each pertinent item of expenditure and clearly indicates any transfers made between headings in conformity with Article I.3 4.;
- a full summary statement of the receipts and expenditure of the action, which must keep to the structure of the estimated budget.
- an external audit certificate or, in the case of public bodies, of a certificate delivered by a qualified, independent public officer concerning the related financial statements and accounts which must state in all cases the amounts paid, the taxable base, and the pertinent taxes

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.5 and the annexes.

On receipt of these documents, the Executive Secretariat shall have the period specified in Article I.4 in order to:

- approve the final report on the implementation of the action;
- ask the beneficiary for supporting documents or any additional information it deems necessary for approval of the report;
- reject the report and ask for the submission of a new report.

In the absence of a written reply from the Executive Secretariat within the time limit for scrutiny indicated above, the report may be considered approved. Approval of the report accompanying the request for payment shall not imply recognition of the regularity, authenticity, completeness or correctness of the declarations and information they contain.

Requests for additional information or a new report shall be notified to the beneficiary in writing. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Executive Secretariat reserves the right to terminate the agreement by invoking Article II.11.2 (b).

ARTICLE II.16 – GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the Executive Secretariat in Euros. Any conversion of actual costs into Euros shall be made using the monthly rate established on



<http://www.ec.europa.eu/budget/inforeuro> and applicable on the day when the payment order is issued.

Payments by the Executive Secretariat shall be deemed effected on the date when they are debited from the account of the Executive Secretariat.

Payments of the eligible costs actually incurred may in no case exceed the total eligible costs of the action for which the IOC grant was awarded, established in Articles I.3.2 and I.3.3.

Payments of the eligible costs actually incurred per item of expenditure may in no case exceed the eligible costs of the action established per item of expenditure in Article I.3.2 (estimated budget in Annex II) except when transfers between headings in conformity with Article I.3.4. have been made and have been clearly indicated.

Payments of the eligible costs actually incurred may in no case exceed 50% of the final costs actually incurred in the co-financed activity.

If the three figures for these costs do not coincide, the Executive Secretariat will pay the lowest of the three.

- II.16.2 The Executive Secretariat may suspend the period for payment laid down in Article I.4 at any time by notifying the beneficiary that his request for payment is not admissible, either because it does not comply with the provisions of the agreement, or because the appropriate supporting documents have not been produced, or because there is a suspicion that some of the expenses in the request for payment are not eligible and additional checks are being conducted.

The Executive Secretariat may also suspend its payments at any time if the beneficiary is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.19.

The Executive Secretariat shall inform the beneficiary of any such suspension by registered letter with advice of delivery or equivalent. Suspension shall take effect on the date when the notification is sent by the Executive Secretariat. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Executive Secretariat.

- II.16.3 On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the beneficiary may, within two months following the date of receipt of a late payment, request payment of interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public national authorities of the Member States of the IOC.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest



shall not be treated as a receipt for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the Executive Secretariat may not be considered as late payment.

II.16.4 The beneficiary shall have two months from the date of notification by the Executive Secretariat of the final amount of the grant to request information in writing on the determination of the amount concerned, giving reasons for any disagreement. After this time such requests will no longer be considered. The Executive Secretariat undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the beneficiary's right to appeal against the decision of the Executive Secretariat pursuant to Article I.8. Such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.17 - DETERMINATION OF THE FINAL GRANT

II.17.1 Without prejudice to information obtained subsequently pursuant to Article II.19, the Executive Secretariat shall adopt the amount of the final payment to be granted to the beneficiary on the basis of the documents referred to in Article II.15, which it has approved.

II.17.2 The total amount paid to the beneficiary by the Executive Secretariat may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.3, even if the total actual costs eligible exceed the estimated total eligible costs specified in Article I.3.2.

II.17.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the contribution of the Executive Secretariat shall be limited to 50% of the actual eligible costs approved by the Executive Secretariat.

II.17.4 The beneficiary hereby agrees that the grant shall be limited to the amount necessary to balance the action receipts and expenditure and that it may not in any circumstances produce a profit for him.

Profit shall mean any surplus of the beneficiary's total actual operating receipts over his total actual costs of the action. The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment is drawn up by the beneficiary for financing other than by the IOC grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.3.1 and contained in Annex I shall be taken into account; non eligible costs shall always be covered by non-IOC resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

II.17.5 Without prejudice to the right to terminate the agreement under Article II.11 and without prejudice to the possibility of the Executive Secretariat applying the penalties referred to in Article II.12, the Executive Secretariat may reduce the grant initially provided for:



- a) if the action is not implemented or is implemented poorly, partially or late, in line with the actual implementation of the action on the terms laid down in this agreement;
- b) if, after more than three months have elapsed since the date of implementation of the activity for which the grant is awarded, the attendant supporting proof has not been submitted. In this case, the maximum amount of the penalty shall be 10%.

ARTICLE II.18 - RECOVERY

II.18.1 If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay the Executive Secretariat the sum in question on whatever terms and by whatever date it may specify.

II.18.2 If the beneficiary fails to pay by the date set by the Executive Secretariat, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Executive Secretariat receives full payment of the amount owed, inclusive.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.18.3 If payment has not been made by the due date, sums owed to the Executive Secretariat may be recovered by offsetting them against any sums owed to the beneficiary, after informing him accordingly by registered letter with advice of delivery or equivalent. In exceptional cases, when it is necessary to protect the financial interests of the IOC, the Executive Secretariat may recover by offsetting before the scheduled date for payment. The prior consent of the beneficiary shall not be required.

II.18.4 Bank charges occasioned by the recovery of the sums owed to the Executive Secretariat shall be borne solely by the beneficiary.

ARTICLE II.19– CHECKS AND AUDITS

II.19.1 The beneficiary undertakes to provide any detailed information requested by the Executive Secretariat or by any other outside body authorised by the Executive Secretariat to check that the action and the provisions of the agreement are being properly implemented.

II.19.2 The beneficiary shall, for a period of five years from the date of payment specified in Article I.4, keep all original documents at the disposal of the Executive Secretariat, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement.

II.19.3 The beneficiary agrees that the Executive Secretariat may have an audit carried out, either directly by its own staff or by any other outside body authorised to do so on its behalf, on the use made of the grant. Such audits may be carried out throughout the period of implementation of the agreement until payment is made and for a period of five years from the date of payment. Where appropriate, the audit findings may lead to recovery decisions by the Executive Secretariat.

II.19.4 The beneficiary undertakes to allow Executive Secretariat staff and outside personnel



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authorised by the Executive Secretariat the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed to conduct such audits.

This Agreement is signed electronically on the date indicated in the respective signatures.

The Parties agree that the electronic signature of this Agreement using the Xolido Sign tool shall be considered valid and legally binding. This Agreement shall be deemed to be an original for all purposes.

SIGNATURES

For the beneficiary

For the Executive Secretariat

Mr. Abdellatif Ghedira
Executive Director



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Annex: I

DESCRIPTION OF THE ACTION



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Annex II

ESTIMATED BUDGET FOR THE ACTION