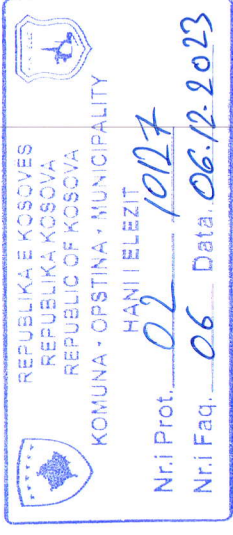


EUROPEAN UNION

EUROPEAN UNION OFFICE IN KOSOVO
HEAD OF COOPERATION



Pristina, Nov 2023

Municipality of Hani i Elezit
Attn: Mr Amir QAJANI
Str. Nuri Bushi 2
71510, Hani i Elezit
Tel: +38344811685
E-mail: amirqajani@gmail.com

SUBJECT: Signature of the contract number 2023/450-723

Dear Mr QAJANI,

Please find enclosed three originals of the contract mentioned above. I would be grateful if you could sign and date all originals using a hand-written signature, retain one for your records and return the other two hand-written signed originals by post to the following address:

European Union Office in Kosovo
Attn.: Contracts, Finance & Audit Section
Kosovo Street 1,
10000 Pristina, KOSOVO

Please use a reliable courier service or registered mail to avoid any delays or loss of the documents.

Your attention is drawn to the fact that the contracting authority will not be obliged to honour the signed addendum in the event of any of the following:

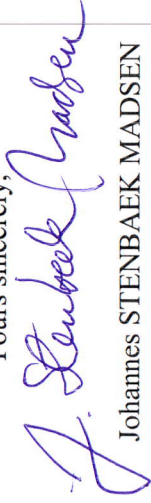
- the addendum is not returned to the above address within 30 days of the date of this letter, duly signed and dated by a signatory authorised to represent you; or
- any modifications to the text of the addendum or its annexes.

The legal entity number which has been attributed to you is: **6000689443**

The European Commission external action DGs (DG INTPA, DG NEAR, FPI) are migrating the management of their contracts to an online portal based on a register of organisations participating in EU calls for tenders or proposals. This online register will apply the "once only" principle: data related to an organisation needs to be submitted only once. In the future, this portal will be used as a communication platform for the management of your contract(s). Since you are in the process of signing a contract financed by DG INTPA, DG NEAR or FPI, it is strongly recommended to register now in the Commission's Participant register. This Participant Register will act as an entry point to the new contract management portal. By registering you will obtain a Participant Identification Code (PIC, 9-digit number) which will act as your unique identifier. Registration is free of charge. Not registering your organisation might create technical difficulties with the migration of your contract. Not registering might negatively impact on the future management of your contract which you are about to sign.

In order to register your organisation, please follow this link: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register>.

Yours sincerely,



Johannes STENBAEK MADSEN

Enclosure:

3 Originals of contract including annexes

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
2023/450-723
(the ‘contract’)

The European Union, represented by the **European Commission**, (the ‘contracting authority’)

of the one part,
and

Municipality of Hani i Elezit, Public Law Body, with its official address at Rr. Nuri Bushi Nr. 2, 71510 Hani i Elezit, Kosovo*

hereinafter the ‘coordinator’

and

International Institute for Development and Research ‘Dr. Jugoslav Achkoski – Skopje’ – 2IDRJA, Association, with its registration number 7381867 and VAT number MK4058019533681 and its official address at Str. Kiro Krstevski No 1/2-24 Kisela Voda, 1000 Skopje, Republic of North Macedonia

and

Ministry of Environment and Spatial Planning and Infrastructure, Public Law Body, Government building ex ‘Rilindja’, 10000 Pristina, Kosovo*

and

Protection and Rescue Directorate, Public Law Body, 1000 Skopje, Republic of North Macedonia

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator¹, collectively referred to as ‘beneficiary(ies)’ where a provision applies without distinction to the coordinator and the co-beneficiary(ies)

(the ‘parties’)

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 to finance the implementation of the action entitled: *‘A Smart System for Early Floods Detection and Waste Monitoring in the Lepenec River Basin’* (the ‘action’) described in Annex I.

¹ Model mandate provided in Annex A to the guidelines for applicants.

* This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo declaration of independence.

- 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 **24 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 728,446.00**, as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of **EUR 619,179.10**.

The grant is further limited to **85%** 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%** 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 Payments shall be made in accordance with Article 15 of Annex II option no. 2 as set out in Article 15.1

Initial pre-financing payment: **EUR 446,352.85**

Further pre-financing payments(s): **EUR 110,908.34**

(subject to the provisions of Annex II).

Balance of the final amount of the grant: **EUR 61,917.91**

(subject to the provisions of Annex II).

- 4.2 In relation to Article 2 of Annex II, the Beneficiaries shall submit reports on the achievement of indicators according to the following schedule:

- 31 March
- 30 June
- 30 September
- 31 December

all along the period of implementation of their contract, as well as upon the submission of the final narrative report of the contract. These reports will be submitted through an information system. The Joint Technical Secretariat (JTS) of the programme will be available for technical support while using this information system and will carry out a sort of verification of the submitted data.

Contact details of the corresponding JTS programme are as follows:

Joint Technical Secretariat
Cross Border Cooperation House
Complex PRIME, str “Tirana”,

Entrance D, 5-th floor, office nr. 53
Prishtina, Kosovo

Tel: +381 38 704 936

Email: info@cbc-kosovo-northmacedonia.eu

Email: albertina.binaku@cbc-kosovo-northmacedonia.eu

Website: <https://cbc-kosovo-northmacedonia.eu/>

4.3

An electronic system will be used by the contracting authority and the beneficiary(ies) for all stages of implementation including, inter alia, management of the contract (amendments and notifications), reporting (including reporting on results) and payments. The beneficiary(ies) will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, the beneficiary(ies) will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 2 above, or at a later date. In the latter case, the contracting authority will inform the beneficiary(ies) in writing that he/they will be required to use the electronic system for all communications within a maximum period of 3 months.

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

European Union Office in Kosovo

Contracts, Finance & Audit Section

Attn: Head of Section

Kosova street 1, P.O. Box 331

Prishtina, Kosovo

Tel: +381 38 51 31 507

E-mail: delegation-kosovo-fincon@eeas.europa.eu

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

European Union Office in Kosovo

Attn: Ms Merita MUSHKOLAJ

Tel: +381 38 51 31 513

E-mail: merita.mushkolaj@eeas.europa.eu

For the coordinator

Municipality of Hani i Elezit

Attn: Mr Amir QAJANI

Str. Nuri Bushi 2

71510, Hani i Elezit

Tel: +38344811685

E-mail: amirqajani@gmail.com

5.2

The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by the external body authorised by the European Commission:

Grant Thornton L.L.C., Limited Liabilities Companies,

Unique Identification Number 810514118,

Rexhep Mala nr.18, 10000 Prishtina, Kosovo,

Tel: 038-247-802

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 of the project, and the concept note)
- 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(ies)
- Annex V: Standard request for payment and financial identification form
- Annex VI: Model narrative and financial report
- Annex VII: Terms of reference for an expenditure verification of a European Union financed grant contract for external actions and model report of factual findings
- Annex VIII: Model financial guarantee – *not applicable*
- 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:
- 7.1.1 VAT/ taxes, duties and charges are not eligible for the activities as described in Annex I.
- 7.2 The following derogations from Annex II shall apply: - *not applicable*

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

For DG NEAR the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

Done in English in three originals, two originals being for the European Commission and one original being for the beneficiary(ies).

For the beneficiary(ies)²

Name: Mehmet Ballaari

Title: Mayor

Signature: 

Date: 06.12.2023



For the contracting authority

Name: Johannes STENBAEK MADSEN

Title: Head of Cooperation

Signature: 

Date: 4/12/2023

² In accordance with the mandate conferred on the coordinator, (see application form), the coordinator signs this contract also on behalf of the other beneficiaries, who, therefore, do not need to individually sign this contract to become parties to it.