



ECREEE GRANT CONTRACT FOR CO-FUNDED PROJECTS

ECREEE Work Plan Activity ID:

ECREEE Contract No.: COF-

Project Title:

Full contract ID:

Country(ies) of Implementation:

[NB: All red text should be replaced with the wording appropriate for the concrete project and the notes in red shall be deleted]

The Regional Centre for Renewable Energy and Energy Efficiency (ECREEE), Achada Santo Antonio, Santiago, C.P. 288, Praia, Cape Verde, hereinafter also referred to as “ECREEE”, on the one part,

And

Name of institution/company, address, and if applicable legal registration number and tax identification number, contacts, hereinafter also referred to as the “Beneficiary”, on the other part, together hereinafter also referred to as the “Party” or the “Parties”, have agreed as follows:

1. Subject

1.1 The subject of the present Contract, hereinafter referred to as the “Contract”, is the award of a grant from ECREEE to the Beneficiary for the implementation of the Project entitled:

[Name of Project], hereinafter referred to as the “Project.” The detailed objectives, activities, partner and financial information of the Project are set out in the project document/terms of reference in Annex./A

1.2 The Beneficiary shall be awarded with the Grant on the terms and conditions set out in this Contract and its Annexes which the Beneficiary hereby declares to have taken note of and accept. The Annexes A, B, C, D are integral part of this Contract.

1.3 The Beneficiary accepts the Grant and carries out the Project under its own responsibility and to its best diligence and ability as well as in compliance

with the project document/terms of reference in **Annex./A**. The Beneficiary implements the Project with the key personnel described in **Annex./A**. Changes in the project team are subject to approval from ECREEE. The Beneficiary may involve subcontractors according to the provisions in Article 5.1.

2. Duration of Project

2.1 Implementation of the Project shall begin on **month/date/year [Please insert the date for the beginning of the Project in question]**, also referred to as the “Effective Date.” In the event that ECREEE shall not come into possession of a copy of the present Contract duly signed by the Beneficiary by that date, the Effective Date may be postponed by ECREEE until the date ECREEE receives such copy.

2.2 The Project duration is a maximum of **[Number]** calendar months from the Effective Date according to the time schedule of the Project, including all reporting phases as stated in more detail in **Annex./A** and **Annex./B**.

3. Financial Provisions

3.1 The total financing amount for the Project (overall costs) is **€XX (in words: Euro XXX)** **[Please insert the total financing amount]** hereinafter referred to as the “Project Cost.”

3.2 ECREEE agreed to co-fund the Project with a maximum Grant amount of **€XX (in words: Euro XXX)** **[Please insert the grant amount from ECREEE]**, hereinafter referred to as the “Grant Amount,” towards the total Project Cost of the Project described in **Annex./A**.

3.3 The Beneficiary is obliged to use the Grant Amount in a non-commercial manner exclusively for the identified activities specified in the activity schedule and budget breakdown in **Annex./A**. The Grant will be utilized in an economically and financially sound manner to derive the best value. Budgetary changes are subject to the procedures in Article 4.1.

3.4 The ECREEE Grant is a payment of non-commercial nature. The Beneficiary accepts that the grant can under no circumstances result in a profit for itself and that it must be limited to the amount required to balance income and expenditure for the project activities. Profit in the case of an ECREEE grant is defined as a surplus of receipts over the costs incurred by the Beneficiary when the request is made for the final payment. The only exception is for business development projects explicitly directed at the reinforcement of the financial and business



capacity of local Beneficiaries. Participation under commercial conditions in the execution of grant projects is restricted to subcontractors if they are procured according to the procedures in Article 5.1.

3.5 The Beneficiary shall/may open a separate bank account and communicate the details to ECREEE before the conclusion of the present Contract. In case that ECREEE provides an advance payment the Beneficiary shall/may provide a bank guarantee which covers the amount of the payment and is valid until the Beneficiary is able to justify the spending of the advance payment in accordance with Article 4.2. Items funded through the Grant Amount must be clearly identifiable within the Beneficiary's accounts. ECREEE shall transfer funds only to the bank account specified in Annex./C to which the Beneficiary must be holder. ECREEE reserves the right to deduct any bank charges and/or fees, especially those incurred due to difficulties in the transfer of funds during previous disbursements.

3.6 The Beneficiary shall have already arranged the co-financing of the remaining portion of the Project Cost from own resources and/or other co-financers as described in the budget breakdown of the project document/terms of reference in Annex./A. The budget breakdown clearly specifies which activities are funded from which sources. The following Co-financiers: [provide Name(s) of Co-financier(s) as stated in the Annex./A.] will contribute to the total Project Cost. Before project implementation (effective date according to 2.1) can start the Beneficiary shall provide documentary evidence to ECREEE (e.g. co-funding letters, consortium agreement) that the total financing amount has been mobilized. If no sufficient documentation is provided ECREEE may immediately terminate this contract by giving written notice.

The Beneficiary shall provide ECREEE with a list of any and all individuals and/or institutions co-financing the Project, and shall guarantee that no additional funding for the Project has been applied for, or provided by any individual and/or institution other than those the ones stated therein.

4. Reports and Payments

4.1 The Beneficiary shall immediately notify ECREEE of any event which might delay or impede the implementation of the Project. If extension of the project duration or budget modifications are required, written request for the same must be made by using the "template for extension of project duration and budget relocation" stating the reasons

thereof. ECREEE reserves the right to decline such requests on the basis of the reasons thereof.

4.2 The payment and reporting schedules are confirmed in detail in Annex./B. Notwithstanding the Parties agree to the following:

4.2.1 After the Effective Date ECREEE will provide payments to the Beneficiary according to the payment schedule set out in Annex./B. Further payments are released by ECREEE in accordance with the payment schedule and on the basis of written progress reports provided by the Beneficiary.

4.2.2 The Beneficiary provides progress reports and the final report according to the reporting schedule in Annex./B. Progress reports shall be sent not later than 30 days after completion of the project period and the final report shall not be submitted later than 60 days after termination of the project activities. Further payments can be only done on the basis of positively evaluated progress reports. ECREEE keeps a contingency reserve of 5% of the Grant Amount which will be only released after written approval of the final report.

If ECREEE's evaluation reveals that the progress is in line with the requirements, goals and expectations envisaged by this Contract and its Annexes, ECREEE shall effect the further payment of the Grant Amount to the Beneficiary. ECREEE may decide to discontinue the financing of the Project if it comes to the conclusion that the outcome of a certain Project Period is insufficient. The Beneficiary shall not be entitled to any claim whatsoever against ECREEE in the event that ECREEE decides to discontinue the financing of the Project. The completion of the Project activities will be acknowledged by ECREEE through the approval of the Final Report.

4.2.3 For the written progress reports (either in English, French or Portuguese) the Beneficiary will use the available ECREEE template. The reports shall have a section on the general project progress and a separate financial section on the implementation state of the Grant Amount and the overall project. The financial section must include (as attachments) copies of invoices/receipts or time records for personnel costs and a bank statement of the account. The copies must be legible, particularly regarding such information as delivery date, recipient, reference to the Project, due amount and currency used. In addition to the electronic version of the financial documentation, the original invoices shall be sent to the ECREEE Secretariat by post.

5. Procurement and Ethical Standards



5.1 For procurement of services and goods in order to ensure the successful implementation of the Project, the Beneficiary shall comply with the following principles:

5.1.1 The Beneficiary shall procure the necessary services, items and subcontractor guided by cost efficiency and economy and according to the ECOWAS/ECREEE tender code. For projects of bigger size ECREEE can request the preparation of a procurement plan in advance to the Effective Date. The Beneficiary shall not charge prices or payments that are higher than the normal prices in the sector or locality for the goods to be procured and/or the services to be performed pursuant to the Project Document. Rebates, discounts and the like shall be claimed by the Recipient and included in the accounts.

5.1.2 For purchases not exceeding the amount of €20.000 (in words: Euro twenty thousand) the Beneficiary must obtain a minimum of three offers from different suppliers and shall award the contract to the one offering the best price-performance ratio. The three offers and evaluation results have to be attached to the next progress report submitted to ECREEE.

5.1.3 For purchases exceeding the amount of €20.000 (in words: Euro twenty thousand) the Beneficiary should undertake a tender according to the rules of the ECOWAS/ECREEE tender code (can be downloaded from the website). The selection of the best offer is subject of written approval from ECREEE. The Beneficiary provides the written evaluation results to ECREEE.

5.1.4 In making its decision, the Beneficiary shall comply with the principles of ethical behavior and fair trade.

5.2 The Beneficiary must not engage in any kind of money-laundering and/or fraudulent activity. For the purpose of this clause, “fraudulent activity” or “fraud”.

5.3 The Beneficiary warrants that the Beneficiary and its employees shall not make or cause to be made, nor shall the Beneficiary and its employees receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the fulfillment of this Contract. In addition, the Beneficiary and its employees shall not bribe public officials and shall ensure that all sub-Beneficiary’s comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Contract by notice from ECREEE.

5.4 The Beneficiary shall immediately inform ECREEE if it becomes aware or notices any instance or attempt of fraudulent activity or money laundering or funding of terrorist activities in connection with the fulfillment of its obligations under the present Contract.

5.5 The Beneficiary shall commit to ensure that the grant received under this Contract is expended in a manner consistent with international counterterrorism treaties and UN Security Council Resolutions on terrorism.

5.6 The Beneficiary will not enter into a commercial contract for any follow-on work resulting from the Project, with any of the institutions and individuals directly or indirectly involved in the selection or monitoring of the project within the ECREEE Project Cycle (e.g. ECREEE Secretariat, NFIs, Evaluation Committee Members or ECREEE appointed Independent Experts) for a period of 2 years from the Effective date if not otherwise expressly approved by ECREEE in writing. This article remains valid also after termination of the Contract.

6. Monitoring, Evaluation and Audit

6.1 ECREEE shall have the right to supervise the progress of the Project throughout the entire contractual duration and reserves the right to carryout monitoring visits at any time agreed with the Beneficiary upon reasonable notice being given. The Beneficiary shall keep records and documentation necessary for verifying whether the funds have been used according to the requirements of the Contract and its Annexes.

6.2 The transfer to third parties rights and obligations deriving from this contract gives ECREEE the right to retain the Grant Amount which according to the budget is allocated for External Project Evaluation/Impact Assessment and External Audit. External project Evaluations/Impact Assessments and Audits are usually undertaken in the case of Grant Amounts exceeding € 100.000 (one hundred thousand). However, ECREEE reserves the right to request these activities also for smaller Grant Amounts. The selection of evaluators and auditors is subject to approval by ECREEE. Payment for these activities will be made directly by ECREEE from the amount retained in the project budget. Usually the evaluation will occur immediately after completion of project outputs. Project Impact Assessments and Audits will be undertaken at a time communicated to the Beneficiary two weeks in advance.



6.3 In case the result of the External Audit states discrepancies between the figures stated in the final report and those verified in the audit of more than 3% of the Grant Amount, the cost of such audit has to be reimbursed by the Beneficiary. ECREEE reserves the right to reclaim at any time within a period of 5 years after the date of termination of this Contract any Grant money which remains unspent at the termination this Project or money spent on purposes which do not fall within the Project Document/Terms of References in **Annex./A** or Project Budget in **Annex./B** or which is unaccounted-for. This article remains valid also after termination of the Contract.

6.4 Throughout the entire Project implementation and for a period of up to 3 (three) years after the completion or termination of the Project, ECREEE reserves the right to enter the premises of the Beneficiary and shall be entitled to access all records of the latter as well as to make copies of such operation accounts in order to ensure that all provisions and stipulations of the present Contract have been properly fulfilled by the Beneficiary. Furthermore, ECREEE shall be entitled to entrust a third party with the audit of the above-mentioned records. This Article shall survive the validity and term of the present Contract.

7. Termination of the Contract

7.1 The present Contract shall remain in full force until the complete fulfillment of any and all contractual obligations stated therein. As termination date shall be deemed the date on which ECREEE approves in writing the final report provided according to the reporting schedule and effects the final due payment (e.g. contingency reserve of 5%).

7.2 ECREEE reserves, under the circumstances mentioned in 7.2.1 to 7.2.5, the right to terminate this Contract at any time by giving written notice to the Beneficiary one month prior to the intended end date. The one month termination period starts on the 7th day after the sending of the notice to the address of the Beneficiary stated above in this Contract.

7.2.1 The Beneficiary fails to implement the Project according to **Annex./A** of the Contract or fails to provide information as specified in **Annex./B, /Cor /D**.

7.2.2 The Beneficiary commits any continuing or material breach of any of the provisions of this Contract.

7.2.3 Impossibility to continue the implementation of the Project for what so ever reason including cases of force majeure, means by "force majeure" the action of natural forces, strikes, lock-outs or

other industrial disputes, terrorist situation, wars, blockades, insurrections, riots, epidemics, natural disasters, explosions and any other unforeseen events which the parties cannot avoid or overcome. The "Force majeure" exonerates the parties to perform their obligations partially or totally stipulated in this contract during the period in when during the period in which they occur and when properly notified. The Beneficiary transfer to third parties rights and obligations deriving from this.

7.2.4 ECREEE can decide to discontinue financing the Project if progress reports and related financial documents are not delivered in time or are incomplete.

7.2.5 On the occurrence of insolvency of the Beneficiary, which occurs if an application is filed for the commencement of bankruptcy for the Beneficiary, or other insolvency proceedings against its assets, and the Beneficiary either has filed the application itself or such a filing is irrevocably awarded by the competent court.

7.3 Upon termination of the Contract, the Beneficiary shall provide all original financial documents (including invoices and receipts if not done so in earlier reports), project progress and project evaluation reports covering the period of operation of the Contract.

7.4 Unless advised otherwise by ECREEE, the Beneficiary shall continue to diligently implement the Project to the best of its ability until the date the termination comes into force.

8. Cessation of Disbursements and Recovery or Reimbursement of Monies

8.1 ECREEE may stop the financing of the project if the obligations in the Articles 4.1 and 4.2 are not fulfilled by the Beneficiary.

8.2 Upon termination of the Contract, ECREEE retains the right to recover any funds given to the Beneficiary for the purpose of the Project which cannot be accounted for.

8.3 The Beneficiary shall be obligated to immediately restore to ECREEE received funds in case of a termination pursuant to Articles 7.2.1, 7.2.2, 7.2.3, 7.2.4 and 7.2.5. In particular:

8.3.1 The Beneficiary shall be obligated to restore already received and spent Grant monies pursuant to Article 7.2.3 of this Contract only if the impossibility to continue with the Project implementation is caused by negligence of the Beneficiary;



8.3.2 The Beneficiary shall be obligated to restore already received and spent Grant monies pursuant to Article 7.2.4 of this Contract only if the discontinuation of the Project funding is due to insufficient fulfillment of the set Project requirements, according to ECREEE's overall evaluation of the Project progress.

8.4 Furthermore, the Beneficiary shall especially be obliged to reimburse all received financial funds to ECREEE in case:

8.4.1 that the Beneficiary has provided incorrect or incomplete information that was important for the decision to finance the Project or

8.4.2 that ECREEE or the countries involved in financing ECREEE are obliged by law to claim back the Grant from the Beneficiary or

8.4.3 that the Beneficiary violates the obligations stated in the Articles 5.2 to 5.6 of this Contract.

9. Visibility Guidelines, Promotion and Usage Rights

9.1 Unless there are exceptional reasons for funding not to be acknowledged, the Beneficiary undertakes to acknowledge the contribution of ECREEE on materials produced in the course of the Project (including information available in electronic format) and at all public events. Therefore, the Beneficiary is not only obliged to ensure that ECREEE is mentioned in all written information in any format produced directly by the Beneficiary, but also to pass on this obligation to every other subject using the document with the permission of the Beneficiary. An exceptional reason is only such an event that has been confirmed in writing by ECREEE to the Beneficiary as an exceptional reason.

9.2 To ensure synergy, consistency and acknowledgement of ECREEE support among all ECREEE-supported projects, any Project documentation such as reports, publications or other related media created in a distributable format must be produced in conjunction with and following the templates as laid out in the ECREEE Visibility and Communication Guidelines in **Annex./D** (can be downloaded from the website). Drafts of such material would-be approved by ECREEE before dissemination. In case of co-funded demonstration projects a signboard with the ECREEE logo will be installed.

9.3 ECREEE has the unlimited right to use the result of the Project implementation in furthering ECREEE's objectives. The information

requirements by ECREEE and the obligations of the Beneficiary in this regard are additionally set out in **Annex./D**. Unless there are exceptional reasons ECREEE has the unlimited right to publish all project materials and produced results through the ECOWAS Renewable Energy Observatory (EREO). An exceptional reason is only such an event that has been confirmed in writing by ECREEE to the Beneficiary as an exceptional reason.

9.4 The Beneficiary grants free of charge the unlimited (in time, territory and field of use) usage rights on any and all Project outcome and deliverables to ECREEE. The Beneficiary must provide ECREEE all produced raw data sets (e.g. GIS data, measurement data) funded over the Grant Amount. In particular, this shall comprise usage rights necessary for ECREEE to implement any and all provisions set out in "Impacts of the Project" outlined in **Annex./A**, and shall include the right to transfer the said usage right to third parties.

9.5 The rights and obligations in this Section 9 shall survive the validity and term of the Contract.

10. Liability

10.1 The Beneficiary undertakes to provide adequate supervision and care for its staff, agents and visitors and accepts that ECREEE will not be responsible, under any circumstance, for acts or omission of the Beneficiary's staff, agents or visitors, or for any loss or liability arising as a result of the project, which remains the entire responsibility of the Beneficiary.

10.2 The Beneficiary indemnifies and agrees to keep ECREEE harmless together with its officers and employees from and against any loss, damages or costs arising from any claim, demand, action, suit or proceeding that may arise out of any act and/or omission by the Beneficiary or its agents in connection with the performance of the purposes for which the Grant is made or otherwise.

11. Miscellaneous

11.1 This Contract constitutes the entire agreement between the Parties with respect to the subject matter regulated in it. Any agreements, statements of will or knowledge or any other circumstances of legal relevance made or occurred before or when concluding this Contract, lose any and all effect upon the signing of this Contract.

11.2 The headings and titles in this Contract shall make it easier to find the single clauses but shall not have any impact on their legal understanding or interpretation.



11.3 All modifications or amendments to this Contract including this clause, shall only be effective if made in writing and at least signed by both parties.

11.4 No act or omission by ECREEE may be deemed as waiver of any rights if such a waiver is not declared explicitly and in writing.

11.5 The Beneficiary may not assign any right or obligation out of this Contract to a third party; this includes the obligation not to assign the right to receive the funds or to pledge such rights or the funds. ECREEE shall be entitled to transferal rights and obligations arising from the present Contract or the whole contractual relationship to any third party or its legal successor by giving written notice to the Beneficiary and without the necessity of further consent on behalf of the Beneficiary.

11.6 Should any provision of this Contract be or become illegal or unenforceable the remainder of this Contract shall not be affected. Such provisions are automatically replaced by valid and enforceable provisions achieving the intended economic effect as closely as possible.

11.7 This Contract, disputes or legal issues out or in connection with this Contract, including this clause, and the issue of its valid conclusion and its pre- and post-contractual effects are governed by the law of the country where the contract is signed. The country of implementation is (e.g. Cape Verde/Nigeria).

In the event of any dispute, difference or claim arising out of or relating to this Agreement or the performance, enforcement, breach, attempts to terminate or validity thereof, the parties shall use their best endeavors to settle such disputes or differences. To this effect, they shall consult and negotiate with each other, in good faith and

11.9 Each Party and each signatory warrants and represents to the other Party that it has full authority, power and capacity, and has taken all necessary and proper steps and actions to:

11.9.1 enter into, execute and deliver this Contract especially with regard to the Dispute Resolution Article, and

11.9.2 carry out its obligations under this Contract.

11.9.3 (Annexes) This contract also includes the following Annexes which form an integral part of this Contract:

- Annex./A** The Project Document/Terms of Reference
- Annex./B** Grant Amount, Reporting and Payment Schedule
- Annex./C** Bank Account Information
- Annex./D** Visibility and Dissemination Guidelines

Made in two copies, one for each party

understanding of their mutual interests, to reach a just and equitable solution satisfactory to all parties. In case no amicable solution is achieved - within 30 (thirty) calendar days upon receipt of a written notice (mail, fax, courier or email) by one Party communicating such disputes differences, controversies or claims which arise out of this contract shall be finally settled by arbitration with exclusive jurisdiction and under the arbitration law of the country where the contract is signed.

There shall be a singular arbitrator. The place of arbitration shall be proposed by the parties. The language to be used during arbitration proceeding shall be English, French or Portuguese. The decision of the stated arbitration court shall be final and binding upon all parties to this contract.

Prompt settlement of any dispute is important to parties of this Agreement. The parties agree that the resolution of any disputes shall be conducted expediently, to the end that final settlement of it shall be accomplished in three (3) months or less after final judgment is rendered by the London Court of International Arbitration at London. All notices or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

In the absence of specific law on arbitration shall be competent the London Court of International Arbitration at London under its rules of procedure in force at the time of this contract. **Place of performance of all obligations in this Contract shall be (e.g. ECREEE, ECOWAS, Nigeria).**

11.8. ECREEE and the Beneficiary undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least seven years after the final payment.



(place/date)

The Director/Executive Secretary, Mr./Ms. _____ on behalf of
(Name of Institution, address and if applicable registration number of the Beneficiary)

(place/date)

The Executive Director, Mr./Ms. XXXX on behalf of the
ECOWAS Regional Centre for Renewable Energy and Energy Efficiency (ECREEE)

Annex./A Project Document/ Terms of Reference





Annex./B Grant Amount, Payment and Reporting Schedule

ECREEE and the Beneficiary agreed on the following reporting and payment schedule:

Complete the excel sheet for the payment and reporting schedule and copy and paste the graph as done below)

Total ECREEE Grant	10.000,00 €
Contract Starting Date	15-Sep-10

Agreed Reporting Schedule												
<i>First Year - progress reports shall be submitted max. 30 days after project phase completion</i>												
Months	1	2	3	4	5	6	7	8	9	10	11	12
Progress report (from: 15.09.10 to: 15.01.11)					15.02							
Progress report (from: 15.01.11 to: 15.05)									15.06			
Agreed Reporting Schedule												
<i>Second Year - the final report shall be submitted max. 60 days after project completion</i>												
Months	13	14	15	16	17	18	19	20	21	22	23	24
Progress report (from: to:)												
Final Report												

Indicative Payment Schedule														
<i>First Year - payments are effected after approval of the submitted progress reports</i>														
Months	1	2	3	4	5	6	7	8	9	10	11	12	Payment in %	Payment in EUR
First disbursement	18.09												10,00%	1.000,00 €
Interim payment						15.03							30,00%	3.000,00 €
Interim payment										15.07			30,00%	3.000,00 €
Indicative Payment Schedule														
<i>Second Year - the final payment is done upon approval of the submitted final report</i>														
Months	13	2	3	4	5	6	7	8	9	10	11	12	Payment in %	Payment in EUR
Interim payment													20%	2.000,00 €
Final payment													10%	1.000,00 €
TOTAL													100%	10.000,00 €



Annex./C Bank Account Information

Full contract ID:	
Name of organization/company:	
Legal Registration Number:	
Address:	
Telephone Number, E-Mail:	
Bank Name and Contact Details:	
Bank Code:	
Bank Account No:	
Name of the Bank Account:	
IBAN:	
BIC /SWIFT:	
Name of Persons authorized to Sign (including position):	

Annex./D ECREEE Visibility and Dissemination Guidelines

