****

**SPECIAL TERMS OF THE IMPLEMENTATION CONTRACT OF THE PROJECT “......................................................” OF THE EUROPEAN ECONOMIC AREA FINANCIAL MECHANISM 2014-2021**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Date) (Draft project contract no.)*

**Public Institution Central Project Management Agency** (hereinafter referred to as – Programme Operator), and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as – Project Promoter),

*(Name of the Project Promoter)*

hereinafter are collectively referred to as – Parties,

acting in accordance with the item 229 of the Order No. 1K-389 of the Minister of Finance of the Republic of Lithuania of 12 November 2018 on the Implementation of EEA and Norwegian Financial Mechanisms 2014-2021 within the Republic of Lithuania, approved by clause 229 the of Rules of Administration and Financing of EEA and Norwegian Financial Mechanisms 2014-2021 (hereinafter referred to as – MAFR),

and in observance of the Letter no. of the Programme Operator of \_\_ \_\_\_\_\_\_ 20\_\_ , on the allocation of funds of the European Economic Area (hereinafter referred to as – EEA) and funds of the state budget of the Republic of Lithuania (hereinafter referred to as – Co-financing Funds) towards the implementation of the Project stated within the present project contract (hereinafter referred to as – Contract),

and in observance to the following:

Regulation implementing EEA Financial Mechanism 2014–2021 (hereinafter referred to as – the Regulation) approved by EEA Financial Mechanism Committee on 8 September 2016;

Order No. 1K-389 of the Minister of Finance of the Republic of Lithuania of 12 November 2018 on the approval of the Description of Functions of the Authorities Responsible for the Management and Control of EEA and Norwegian Financial Mechanisms 2014-2021 within the Republic of Lithuania for the Implementation of EEA and Norwegian Financial mechanisms 2014-2021 within the Republic of Lithuania;

MAFR;

Guidelines for the applicants of the open call “Implementation of the model for home visits and provision of early intervention services” under the programme “Health” of the European Economic Area Financial Mechanism 2014-2021 approved by the Order No. \_\_\_\_ of Deputy Director of the Pubic Institution Central Project Management Agency of \_ \_\_\_\_\_\_ 2021 (hereinafter referred to as – Guidelines).

Having read and understood that the Present Contract is composed of the Special Conditions, annexes and General Conditions approved by the Decree No. 2019/20-3-1 of the Deputy Director of the Public Institution Central Project Management Agency of 1 July 2021 on the Approval of the General Provisions of the Agreement for the Implementation of the EEA Financial Mechanisms 2014-2021 or Norwegian Financial Mechanisms 2014-2021,

declaring and guaranteeing to each other that the representatives of the Parties, having signed this Contract, are duly authorized by the Party to sign it,

have entered in to the present Contract of the Project “ “, Project code \_\_\_\_\_\_\_\_,

*(Project name) (Project code)*

(hereinafter referred to as – Project).

1. **OBJECT OF THE CONTRACT**
   1. The present Contract establishes the procedures and conditions for allocating of funds using the Financial mechanisms and Co-financing Funds for the implementation of the Project. Project description and budget shall be laid down within the *Annex 1* to the present Contract.
2. **FUND ALLOCATION USING THE FINANCIAL MECHANISMS AND CO-FINANCING FUNDS**
   1. The maximum amount of eligible costs of the Project shall be EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   2. The Project Promoter shall be allocated EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the compensation of eligible costs established within the item 2.1 of the Special conditions of the present Contract for the implementation of the Project, of which:
      1. up to EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from Mechanism funds and
      2. up to EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from National Co-financing funds.
   3. The total amount of Mechanism funds and National Co-financing funds shall comprise \_\_\_\_\_ percent of the total eligible costs for financing of the Project.
   4. Project Promoter and/or Partner(s) shall oblige to settle all of the remaining Project expenses deemed ineligible for compensation.
3. **START AND COMPLETION OF THE PROJECT IMPLEMENTATION PERIOD**
   1. The start of the Project implementation shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Date for the Contract entry into force or the factual date for the start of the Project implementation. The later date may not be earlier than the decision of the Programme Operator to accept the allocated funding).*
   2. Project completion date shall be \_\_ \_\_\_\_\_\_\_\_\_\_ 20\_\_ (*where the Project implementation completion date should fall on a weekend or a holiday, the next following workday shall be considered as the Project completion date).*
4. **PAYMENT INFORMATION**

* 1. The eligible Project costs shall be compensated by \_\_\_\_\_\_\_\_\_\_\_\_\_ (Specify the requested payment method(s) for compensating of eligible costs: compensation of eligible costs with an advance payment or without and/or payment of issued invoices).
  2. *(Please specify where advance payment shall be agreed upon. Where no advance payment shall be agreed upon, the present item shall be excluded from the present Contract).* The Project Promoter shall be eligible for receiving of an advance payment not exceeding \_\_\_ percent (up to EUR \_\_\_\_\_\_\_\_\_\_\_\_\_) of the total amount of the Financial mechanism and National Co-financing funds allocated for the implementation of Project, as established within item 2.2 of the Special conditions of the present Contract.
  3. *Where the Project Promoter is obliged to submit advance payment insurance document in accordance with the item 289.2 of the MARF, the relevant provisions of the submission of advance payment insurance document shall be included.*
  4. The Project Promoter shall submit the request for the advance payment (*the request for the advance payment shall only be applicable in cases where an advance payment for the Project has been foreseen within the Project)* and interim payments towards the Programme Operator in accordance with the procedures and terms established within the Special conditions and General conditions of the present Contract (*where the specific nature of the Project requires for the cash flow of the Project Promoter, the Project Promoter shall not be subject to terms for the request for interim payments established within the General conditions of the present Contract, please specify different procedures and terms for submission of requests for interim payments (if any) within item 4.3).* The final request for payment towards the Programme Operator shall be submitted up to \_\_ \_\_\_\_\_ 20\_\_ (*the date shall be selected having regards to the fact that the final payment request shall be submitted no later than within 20 working days from the deadline established in item 3.2 of the Special conditions of the present Contract (Special conditions of MAFR may establish a different term).*

1. **COMPENSATION OF COSTS USING THE SIMPLIFIED COSTING METHODOLOGIES**

*(Please specify if the direct costs of the Project are subject to compensation on simplified bases).*

* 1. The following direct costs are eligible for compensation on simplified bases:

*(Please specify the eligible simplified costing methodology for the compensation of the costs of the specific Project(s))*

* + 1. Expenses for business trips and travel to foreign countries (duration of which exceeds 1 day) (except for expenses for travelling to a foreign country and back using all types of transport) shall be declared and compensated on a simplifies bases in accordance with the factual per diem rates established by the European Commission that cover accommodations, meals, local travel within the place of business trip, insurance and sundry expenses (fixed rates) that can be viewed online at the following link: <https://www.cpva.lt/data/public/uploads/2020/01/europos-komisijos-skelbiamos-dienpinigiu-normos-perdiems-2017-03-17_en.pdf>
    2. The expenses incurred during business trips and travel within the territory of the Republic of Lithuania (fuel or public transport expenses) shall be compensated on a simplified bases in accordance with the factual fuel and public transport rates established in the Report No. FĮ-005 of the Ministry of the Finance of the Republic of Lithuania on the Analysis of Setting Flat Rates on Fuel and Public Transport (Published on 24 April 2015). The report can be viewed online at the following link: [www.esinvesticijos.lt](http://www.esinvesticijos.lt) (document “Analysis on Simplified Compensation of Expenses” under the section “Documents”, sub-section “Analyses”). Fixed rates for 1 km are as follows: 0.07 EUR/km, excluding VAT or 0.08 EUR/km, VAT inclusive;
    3. Compensation of costs on a simplified bases in accordance with the flat rates may not applicable towards Project Partners from Donor States as well as costs incurred by the Project Promoter and/or Project Partner where the aforementioned costs or part of the costs, included within the fixed rates, have already been included towards the price of acquisition of other services.
  1. Expenses for annual leave and additional days-off of employees implementing and administering the Project of the Project Promoter or Project Partner(s) of the Republic of Lithuania shall be declared and paid on a simplified bases by applying the coefficients of payments for annual leave and additional days-off set in the Report No. FN-005 on the Analysis on Setting Flat Rates of Payment of Annual Leave and Additional Days Off (edition of 20 July 2017) of the Ministry of Finance of the Republic of Lithuania, published online at the following link: [www.esinvesticijos.lt](http://www.esinvesticijos.lt) (document “Analysis of Simplified Compensation of Expenses” under the section “Documents”, sub-section “Analyses”).

*(Where no compensation of costs on a simplified bases shall be applicable, please specify the following:)*

* 1. Not applicable.

1. **INDIRECT COSTS**

*(Where indirect costs are applicable, please specify the following:)*

1. The maximum amount of possible indirect Project costs shall be established in Annex 1 to the present Contract.
2. Provisions on the method of calculation of indirect costs shall be: \_\_\_\_\_\_\_\_\_\_\_ *(possible methods are set out in clause 276 of the MAFR)*. Fixed rate norm applicable for compensating of the indirect costs of the Project Promoter shall be: \_\_\_ percent of \_\_\_\_\_ (*please specify the eligible direct costs that the percentage of the eligible indirect costs shall be calculated of).*  The maximum amount of possible indirect Project costs of the Project Promoter shall be established in Annex 1 to the present Contract.
3. Provisions on the method of calculation of indirect costs of the Project Partner shall be: \_\_\_\_\_\_\_\_\_\_\_ *(possible methods are set out in clause 276 of the MAFR)*. Fixed rate norm applicable for compensating of the indirect costs of the Project Partner shall be: \_\_\_ percent of \_\_\_\_\_ (*please specify the eligible direct costs that the percentage of the eligible indirect costs shall be calculated of).* The maximum amount of possible indirect Project costs of the Project Partner shall be established in Annex 1 to the present Contract.

*(Where indirect costs are not applicable, please specify the following:)*

6.1. Not applicable.

1. **OTHER PROVISIONS**
   1. *(If the evaluation of the Project application has been completed with the proviso that the required documents and / or information will be provided by the deadline set in the Contract, then the requirements for the Project Promoter to submit the relevant documents and/or information by the relevant deadline must be specified).*
   2. Costs relating to simple repairs of the centre intended for adaptation of premises (without reconstruction or major overhaul thereof) for the provision of integrated services may be financed. Costs for simple repair works may not exceed 10 percent of the eligible costs of the Project which are specified in sub-clause 2.1 of the special terms of the Contract
   3. Project administration costs may not exceed 10 percent of the eligible costs of the Project which are specified in sub-clause 2.1 of the special terms of the Contract.
   4. The Project Promoter must inform the Programme Operator via the EEA and Norwegian financial mechanism 2014–2021 project data exchange website (DMS) about training sessions, seminar, conference or other event planned in the Project by submitting a completed schedule of events in the form approved by the Programme Operator no later than 5 working days before the start of the relevant event.
   5. The project is subject to a continuity period - 5 years after approval of the final payment claim.
   6. The Project Promoter shall provide the Programme Operator with Reports after the completion of the project during the entire project continuity period, which is specified in sub-clause 7.5 of the Special Terms of the Contract. The procedure and deadlines for submitting the report after the completion of the Project are set out in the general terms of the Contract.
   7. *(If equipment or devices are purchased in the Project and the Programme Operator determines during the evaluation of the application that the equipment or devices are an integral and necessary part of the outcomes of the Project implementation and, therefore, all this purchase price of the equipment or devices (or pro rata portion of the purchase price of this equipment or devices, which falls on the Project) may be recognised as eligible costs, and the equipment and devices comply with the conditions under sub-clause 272.3 of the MAFR, then it shall be specified:)*

The Project Promoter must ensure that:

*If the equipment and devices purchased in the Project are 100 percent financed with the Project funds, then sub-clause 7.7.1 shall read as follows:*

* + 1. The ownership of the equipment and devices (hereinafter both together referred to as the equipment), which are an integral and necessary part of the outcomes of the Project implementation, is maintained and their use for Project purposes only is ensured during the implementation of the Project and the continuity period of the Project, which is specified in sub-clause 7.5 of the Special Terms of the Contract, and, as a result, all this purchase price of the equipment can be considered as an eligible cost and and which meets the conditions set out in sub-clause 272.3 of the MAFR;

*If both equipment and devices, which are 100 percent financed with the Project funds, and equipment and devices, which are financed pro rata with the Project funds, are purchased in the Project, the sub-clause 7.7.1 shall read as follows:*

7.7.1. The ownership of the equipment and devices (hereinafter both together referred to as the equipment), which are an integral and necessary part of the outcomes of the Project implementation, is maintained and their use for Project purposes only is ensured during the implementation of the Project and the continuity period of the Project, which is specified in sub-clause 7.5 of the Special Terms of the Contract, and, as a result, all this purchase price of the equipment or the *pro rata* portion of the purchase price of this equipment can be considered as an eligible cost and which meets the conditions set out in sub-clause 272.3 of the MAFR, or, if the *pro rata* portion of the purchase price of the equipment can be considered as an eligible cost, the use for the Project purposes in portion not less than provided for in sub-clause 7.8 of the Special Terms of the Contract;

* + 1. The equipment is duly insured, during the implementation of the Project and the continuity period of the Project, which is specified in sub-clause 7.5 of the Special Terms of the Contract, against damages such as fire, theft and other normally insured events. The Project Promoter must ensure that the equipment is insured no later than within 1 (one) month from the date of its acquisition;
    2. proper maintenance of the equipment, including allocation of funds for the maintenance of the equipment, is ensured during the implementation of the Project and the continuity period of the Project, which is specified in sub-clause 7.5 of the Special Terms of the Contract.
  1. *(If the value of the equipment purchased in the Project is 1,000 euros and more, and the purchase of the equipment with the Project funds is financed on a pro rata basis, it shall be specified :)*

Equipment purchased in the Project, which meets the conditions set out in sub-clause 272.3 of the MAFR, i.e. *[specific equipment shall be entered]* has to be used for the Project purposes, during the implementation of the Project and the continuity period of the Project, which is specified in sub-clause 7.5 of the Special Terms of the Contract, in portion not less than \_\_\_ *(a percentage shall be entered)* % *(Additional provisions may be entered, for example, reference to the methodology for assigning equipment to the Project approved by the Project Promoter (Partner)*.

* 1. *(If the value of equipment purchased in the Project is less than 1,000 euros and the purchase of equipment with the Project funds is financed on a pro rata basis, it shall be specified:)*

Equipment purchased in the Project, which does not meet the conditions set out in sub-clause 272.3 of the MAFR, i.e. *[specific equipment shall be entered]* has to be used for the Project purposes, during the implementation of the Project and the continuity period of the Project, which is specified in sub-clause 7.5 of the Special Terms of the Contract, in portion not less than \_\_\_ *(a percentage shall be entered)* % *(Additional provisions may be entered, for example, reference to the methodology for assigning equipment to the Project approved by the Project Promoter (Partner)*.

* 1. The Project Promoter must ensure that:

7.10.1. the real property renewed during the implementation of the Project is managed, during the implementation of the Project and the continuity period of the Project, which is specified in sub-clause 7.5 of the Special Terms of the Contract, under the right of ownership or trust of the Project Promoter or Partner;

7.10.2. the real property renewed during the implementation of the Project is duly insured, during the implementation of the Project and the continuity period of the Project, which is specified in sub-clause 7.5 of the Special Terms of the Contract, against damages such as fire, theft and other normally insured events;

7.10.3. proper maintenance of the renewed real property, including the allocation of funds for the maintenance of real property, is ensured during the implementation of the Project and the continuity period of the Project, which is specified in sub-clause 7.5 of the Special Terms of the Contract.

* 1. The Programme Operator may exempt the Project Promoter from the obligations set out in sub-clauses *7.7, 7.8 and/or 7.9 (leave as appropriate)* of the Special Terms of the Contract, if further use of the equipment for the purposes of the Project is not economically viable.
  2. If the equipment specified in sub-clauses *7.7, 7.8 and/or 7.9 (leave as appropriate)* of the Special Terms of the Contract is purchased by the Partner(s), the Project Promoter must ensure that the obligations set out in sub-clauses *7.7, 7.8 and/or 7.9 (leave as appropriate)* of the Special Terms of the Contract are observed by the Partner(s) too.
  3. *If it is known in advance (from the application information) that the assets created, purchased or renewed during the Project will be transferred or otherwise passed on to other beneficiaries, who are not the Project Partners, a provision regarding a prior approval of the Programme Operator shall be included:*

The Programme Operator consents to *transfer or passing on* of *assets [shall be specified which assets or reference may be made to an Annex to the Contract which lists the assets concerned]* created, purchased or renewed during the Project to *[has to be specified to whom or reference may be made to an Annex to the Contract]* in accordance with the procedure prescribed by the legal acts without a separate consent of the Programme Operator specified in sub-clause 3.1.21 of the General Terms of the Contract. The Project Promoter must submit to the Programme Operator all documents related to *the transfer or passing on of assets* no later than within 10 working days from the date of *transfer or passing on of the assets*.

* 1. After amending the partnership agreement(s), the Project Promoter must inform the Programme Operator via the DMS about its (their) amendment and submit an agreement(s) on the amendment of the partnership agreement(s) or other documents justifying the amendment to the partnership agreement(s) within 5 working days after the date of entry into force of the amendment to the partnership agreement(s).
  2. *If the Project envisages participants, the following must be specified:*

The Project Promoter must ensure that consents of natural persons to submit their data (including personal data) to the Programme Operator and other institutions, which are specified in sub-clause 8.1 of the General Terms of the Contract, are obtained, if such consent is required.

* 1. *If the Project envisages participants and it is relevant that they are only from the relevant target groups (the target group is understood as a group of natural persons for whom a specific project activity and/or event is intended, e.g. training, business trips, etc.) the following must be specified:*

In implementing the Project, the Project Promoter shall ensure that only the representatives of the target group, which are specified in sub-clause 6.6 of Annex 1 to the Contract, participate in the Project activities, and shall undertake to have documents substantiating that each participant belongs to the target group.

* 1. The training participant may be included in the value of monitoring and/or physical indicator if the participant spends at least 90 percent of the training time in the training. Costs of participation in training of a participant who participated in part-time training are recognised eligible if the Project Promoter provides information that proves that the reasons for non-participation did not depend on the participant and the Project Promoter has made every effort to ensure that another participant would participate in the training in place of this participant who is unable to participate in the training (or another participant actually participated in the training).
  2. *(Additional conditions must be included if applicable, if during the evaluation of the application the Programme Operator identifies risk, for the management of which additional special conditions of the Contract are required, for example, conditions related to the deadlines for achieving the intermediate results of the Project).*

1. **CONTRACT ENTRY INTO FORCE AND CONTACT DETAILS OF PARTIES** 
   1. The present Contract shall come into force following the signing of the aforementioned Contract by the Parties and shall be valid until the full performance of the obligations undertaken by the Parties under the present Contract.
   2. The present Contract is concluded in two copies, each having equal legal power, one copy is given to each Party.
   3. Contact details of the Programme Operator:

|  |  |
| --- | --- |
|  | **Programme Operator** |
| Legal entity code: | 126125624 |
| Address of the headquarters: | S. Konarskio st. 13, Vilnius |
| Postal Code: | 03109 |
| Phone: | +370 5 2514400 |
| Email: | info@cpva.lt |

* 1. The contact details of the Project Promoter shall be specified within item 1 of Annex 1 to the present Contract.

1. **ANNEXES TO THE AGREEMENT**
   1. Annex 1 Project description and Budget;
   2. *(Specify additional annexes, if applicable).*

**Signatures of the parties**

|  |  |
| --- | --- |
| Deputy Director of Public Institution Central Project Management Agency | Project Promoter or a representative of the Project Promoter |
| (signature) | (signature) |
| (name, last name) | (name, last name) |
| (date) | (date) |