

LARGE SCALE PROJECT GRANT CONTRACT - EXTERNAL ACTIONS OF THE EUROPEAN UNION -

<Grant contract identification number>

Ministry of the Environmental Protection and Regional Development of the Republic of Latvia, Peldu Str. 25, LV 1494 Riga,

acting as the Joint Managing Authority of the Estonia – Latvia – Russia Cross Border Cooperation Programme within the European Neighbourhood and Partnership Instrument 2007-2013, ("the Contracting Authority")

of the one part,

and

<Full official name of the Beneficiary, as mentioned in the Legal Entity Form>
[<Legal status (organisation)>]
[<Organisation official registration number>]
<Full official address>
[VAT number, for VAT registered beneficiaries],
("the Beneficiary")

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 for the implementation of the Action entitled: <title of the action> ("the Action") described in Annex I. The grant is financed from the Estonia-Latvia-Russia Cross Border Cooperation Programme within the European Neighbourhood and Partnership Instrument 2007-2013 ("the Programme").
- 1.2 This Contract is signed in accordance with the decision of the Joint Monitoring Committee of the Programme of <<u>date/month/year</u>> to award the grant to the Action.

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- 1.3. The Beneficiary will be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions ("Special Conditions") and the annexes, which the Beneficiary hereby declares it has noted and accepted.
- 1.4. The Beneficiary accepts the grant and undertakes to carry out the Action under its own responsibility.

Article 2 - Implementation period of the Action

- 2.1 This contract shall enter into force on the date when the last of the two Parties signs.
- 2.2 Implementation of the Action shall begin on: -

choose one of the following:

- the day following that on which the last of the two Parties signs
- exceptionally and subject to conditions on retroactive eligibility as stipulated in the Practical Guide Paragraph 6.2.8, a date preceding the signature of the Grant Contract, but not preceding the Beneficiary's request for grant. Implementation of the Action can not start earlier than the date when the Project Summary of the Action is submitted to the Joint Managing Authority.
- 2.3 The Action's implementation period, as laid down in Annex I, is < number of months >.
- 2.4 The execution period of this contract will end at the moment when final payment is paid by the Contracting Authority and in any case at the latest 18 months as from the end of the implementation period as stipulated in art 2.3 above.

Article 3 - Financing the Action

- 3.1. The total cost of the Action is estimated at <....EURO>, as set out in Annex III.
- 3.2. The Contracting Authority undertakes to finance a maximum of <....EURO>, equivalent to <...>% of the estimated total eligible cost of the Action; the final amount of the eligible costs shall be established in accordance with Articles 14 and 17 of Annex II.
- 3.3 Pursuant to Article 14.4 of the Annex II, <...>% (maximum 7%)of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of the Annex II, may be claimed by the Beneficiary as indirect costs.
- 3.4 Pursuant to Article 14.6 of Annex II, the Regulation under which this contract is financed authorises payment of taxes, including VAT, in the case the Beneficiary and/or Partners can show the paid taxes cannot be reclaimed.

Article 4 - Narrative and financial reporting and payment arrangements

- 4.1 Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15.1 of Annex II
- 4.2 Payment will be made in accordance with Article 15.1. Of the options referred to in Article 15.1, the following will apply:

Option 1

First instalment of pre-financing (90 % of the part of the forecast budget for the first 12 months of implementation financed by the Contracting Authority): <euro></euro>
Reimbursement of costs for activities prior to the contract signature <euro< td=""></euro<>
Forecast further instalment(s) of pre-financing: <euro></euro>
(subject to the provisions of Annex II)
Forecast final payment
(subject to the provisions of Annex II): < EURO>]

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[Option 2

Forecast final (one-off) payment

(subject to the provisions of Annex II): <...EURO or Contracting Authority currency>]

4.3 The first instalment of pre-financing, if applicable, shall be paid to the Beneficiary within 45 days, as from the date of reception by the Contracting authority of signed Contract accompanied by the financial guarantee if required in accordance with Article 15.7 of the General Conditions. The signed contract serves as payment request.

Article 5 - Contact addresses

5.1 Any communication relating to this contract must be in writing, state the number and title of the Action and be sent to the following addresses:

For the Contracting Authority

Joint Technical Secretariat:

Address: Ausekla Street 14-3, Riga, Latvia, LV – 1010

For the Beneficiary

<address of the Beneficiary for correspondence>

5.2 The audit firm which will carry out the verification(s) referred to in Article 15.6 of Annex II is <name, address, telephone and fax numbers>. In case the mentioned audit firm has not been selected before the signature of this contract, the audit firm which will carry out the verifications referred to in Article 15.6 of Annex II and its contact details will be communicated by the Beneficiary to the Contracting Authority as soon as possible but not later than at the moment of the submission of the request for the initial pre-financing instalment to the Contracting Authority.

Article 6 - Annexes

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

Annex I: Description of the Action

Annex II: General Conditions applicable to European Union-financed grant contracts for

external Actions

Annex III: Budget for the Action

Annex IV: Contract-award procedures

Annex V: Standard request for payment and financial identification form

Annex VI: Model narrative and financial report

Annex VII: Model report of factual findings and terms of reference for an expenditure

verification of an EU financed grant contract for external actions

Annex VIII: Model financial guarantee

Annex IX: Standard Template for Transfer of Assets Ownership

6.2 In the event of conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

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Article 7 - Other specific conditions applying to the Action

- 7.1 All the references to the "Contracting Authority" in the General Conditions shall be interpreted as referring to the "Joint Managing Authority".
- 7.2 The following derogations from the General Conditions shall apply:
 - 7.2.1 The Article 1.3 shall be replaced as follows:

"The Beneficiary shall act in partnership with partners identified in the Annex I. It may subcontract a limited portion of the Action. The subcontracting limit does not apply to Actions focused on investment activities."

Partners take part in the implementation of the Action, and the costs they incur are eligible in the same way as those incurred by the Beneficiary.

If the Beneficiary or, where applicable its partners, have to conclude contracts in order to carry out the Action, these may only cover a limited portion of the Action and shall respect the contract-award procedures and rules of nationality and origin set out in Annex IV of this Contract. In the case of Member States Beneficiaries and partners and Russian Beneficiaries and partners which are public entities, the rules governing sub-contracting for the implementation of the actions shall be in compliance with their national public procurement law and rules. In all cases, the nationality rule set out in the section 2.1 of the Annex IV of this Contract and the rule of origin set out in the section 2.2 of the Annex IV of this Contract must be applied by the Beneficiary and partners.

The Beneficiary shall be accountable to the Contracting Authority for the implementation of the Action. It shall undertake that the conditions applicable to it under Articles 1, 3, 4, 5, 6, 7, 8, 10, 14, 16, 17 shall also apply to its partners, and those applicable under Articles 1, 3, 4, 5, 6, 7, 8, 10 and 16 to all its subcontractors. In particular, the Beneficiary shall undertake that the conditions applicable to it under Article 18.7 on the recovery procedure by the EU Member States and the Commission shall also apply to its partners. It shall include provisions to that effect as appropriate in its contracts with them."

7.2.2 The Article 1.4 shall be replaced as follows:

"The Beneficiary and the Contracting Authority are the only parties (the "Parties") to this Contract. Where the European Commission is not the Contracting Authority, it is not Party to this Contract, which confers on it only the rights and obligations explicitly mentioned therein. "Nevertheless it ensures the financing of the Contracting Authority's grant from the Programme budget, and the provisions in this Contract on visibility shall apply accordingly."

7.2.3. The Article 2.1. shall be replaced as follows:

"2.1 The Beneficiary must provide the Contracting Authority with all required information on the implementation of the Action. To that end, the Beneficiary must draw up implementation reports, interim reports and a final report. Interim reports and final report shall consist of a narrative section and a financial section. Implementation reports shall consist only of a narrative section. The reports shall cover the Action as a whole, regardless of which part of it is financed by the Contracting Authority. Each report must provide a full account of all aspects of the Action's implementation for the period covered. The proofs of the transfers of ownership referred to in Article 7.3 will be annexed to the final report. The interim reports and a final report must be submitted together with the expenditure verification report issued by the auditor."

7.2.4 The Article 2.2 shall be supplemented as follows:

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"The Contracting Authority and the Joint Technical Secretariat may request additional information at any time and that information must be supplied within 30 days of the request."

7.2.5 The Article 2.3 shall be replaced as follows:

"The reports shall be drafted in the language of the Grant Contract. **Supporting Documents may be submitted in original languages.** They shall be submitted to the Contracting Authority at the following intervals:

- If payments are made in accordance with Option 1 of the Article 15.1:
- Implementation report shall be submitted in every six months.
- An interim report together with the expenditure verification report shall be submitted with every request for payment. $^{\rm 1}$
- The final report together with the expenditure verification report shall be forwarded no later than three months after the implementation period as defined in Article 2 of the Special Conditions."

7.2.6 The Article 6 shall be replaced as follows:

- 6.1 Unless the European Commission agrees or requests otherwise, the Beneficiary must take all necessary steps to publicise the fact that the Programme has financed or cofinanced the Action. Such measures must comply with the Programme Communication and Visibility requirements set out in the LSP Communication and Visibility Guidelines.
- 6.2 In particular, the Beneficiary shall mention the Action and the Programmes financial contribution in information given to the final recipients of the Action, in its internal and annual reports, and in any dealings with the media. It shall display the Programme logo wherever appropriate.
- 6.3 Any notice or publication by the Beneficiary concerning the Action, including those given at a conference or seminar, must specify that the Action has received Programme funding. Any publication by the Beneficiary, in whatever form and by whatever medium, including the internet, must include the following statement: "This document has been produced with the financial assistance of the Programme. The contents of this document are the sole responsibility of < Beneficiary's name > and can under no circumstances be regarded as reflecting the position of the Countries participating in the programme.
- 6.4 The Beneficiary authorises the Contracting Authority, the European Commission and National Authorities of the Member States and the partner country (where it is not the Contracting Authority) to publish its name and address, nationality, partners' names and addresses, the purpose of the grant, description of the Action, its achievements and events and the outputs and results, duration and location as well as the maximum amount of the grant and rate of funding of the Action's eligible costs, as laid down in the Article 3.2 of the Special Conditions. Derogation from publication of this information may be granted if it could endanger the Beneficiary or any partner or harm their commercial interests."

7.2.7 The Article 6 shall be supplemented with the Article 6.5 as follows:

"6.5 The Beneficiary shall send to the Contracting Authority and the Joint Technical Secretariat information on the upcoming major or public Action events and procurements prior to carrying out the events or prior to starting the procurement procedures. The beneficiary shall publish the information on the Action and the produced outputs and results, where available, on its and/or Action's website. The partners shall publish the Action information on their websites, whenever possible."

7.2.8 The article 7.1 shall be replaced as follows:

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¹ In the case when the time of submission of Implementation report corresponds to the submission of Interim report the beneficiary has to submit only Interim report.

"Ownership of, and title and intellectual and industrial property rights to, the Action's results, outputs, reports and other documents relating to it shall be vested in the Beneficiary and/or partner and/or associate and/or final recipient of the Action. It will be done on the bases of the mutual agreement at the latest by the end of the implementation of the Action. Copies of the proofs of transfers of equipment and vehicles, the purchase cost of which was more than 5 000 Euros per item, must be attached to the final report. Such proofs must be kept for control in all other cases."

7.2.9 The Article 7.2 shall be replaced as follows:

"Notwithstanding the provisions of Article 7.1 and subject to Article 5, the Beneficiary grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use freely and free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights."

7.2.10 The Article 7.3 shall be replaced as follows:

"The equipment, vehicles and supplies purchased by the beneficiary and/or partner and paid for by the Budget for this part of the Action can be transferred to the final recipients of the Action, at the latest by the end of the implementation of the Action. Copies of the proofs of transfers of equipments and vehicles, the purchase cost of which was more than 5 000 Euros per item, must be attached to the final report. Such proofs must be kept for control in all other cases."

7.2.11 The Article 8.1 shall be replaced as follows:

"If the European Commission, Contracting Authority/ Joint Technical Secretariat carry out an interim or ex post evaluation or a monitoring mission, the Beneficiary shall undertake to provide them and/or the persons authorised by them with any document or information which will assist with the evaluation or monitoring mission, and grant them the access rights described in Article 16.2."

7.2.12 The Article 9.1 shall be replaced as follows:

"Any amendment to the Contract, including the annexes thereto, must be set out in writing in an addendum. This Contract can be modified only during its execution period. The Beneficiary should prepare amendments to the Contract and set out in an addendum in the following cases:

- Extension or early closing of the Grant Contract,
- Significant changes in the activities that effect the basic purpose of the project as long as the proposed changes do not question the grant award decision and are not contrary to the equal treatment of applicants,
- Transfers amongst Budget headings involving a variation of more than 15% of the amount originally entered under each relevant Budget Heading for eligible costs,
- Adding a new main budget heading or excluding an existing main budget heading,
- Change of the auditor,
- Change of project Partners (dropping out, addition or replacement),
- Use of contingency reserve.

If an amendment is requested by the Beneficiary, it must submit that request to the Contracting Authority thirty days before the date on which the amendment should enter

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into force, unless there are special circumstances duly substantiated by the Beneficiary and accepted by the Contracting Authority."

7.2.13 The Article 9.2 shall be replaced as follows:

"However, where the amendment to the Budget or Description of the Action does not affect the basic purpose of the Action (minor changes of activities, change of the bank account, change of address, change of staff and key experts, increase or decrease in numbers of equipment or unit prices without significant modification of requirements and without changes of the budget amount allocated for that budget item, model/brand name change of the equipment)) and the financial impact is limited to a transfer between items within the same main budget heading including cancellation or introduction of an item, or a transfer between main budget headings involving a variation of 15% or less of the amount originally entered (or as modified by addendum) in relation to each concerned main heading for eligible costs, the Beneficiary may amend the budget and inform in writing without delay the Contracting Authority accordingly.

This method may not be used to amend the headings for administrative costs or the contingency reserve. Changes of address, bank account may simply be notified, although this does not stop the Contracting Authority from opposing the Beneficiary's choice of bank account

The Contracting Authority reserves the right to require that the auditor referred to in Article 5.2 of the Special Conditions be replaced if considerations which were unknown when the Contract was signed cast doubt on the auditor's independence or professional standards."

7.2.14 The point a) of the Article 14.1 shall be replaced as follows:

"a) they are incurred during the implementation of the action as specified in Article 2 of the Special Conditions with the exception of costs relating to final reports, expenditure verification and evaluation of the action, which can be incurred not later than the submission of the final report and costs for activities prior to the Contract signature, which are subject to conditions on retroactive eligibility as stipulated in the Practical Guide Paragraph 6.2.8 and are not preceding the Beneficiary's request for grant. Costs for activities prior to the Grant Contract signature can be incurred after the Project Summary of the Action is submitted to the JMA, but no later than signing of the Grant Contract. Procedures to award subcontracts for goods/services/works, as referred to in the Article 1.3 paragraph 3, may have been initiated but contracts may not be concluded by the Beneficiary or its partners before the start of the implementation period of the Action, provided the provisions of Annex IV were respected."

7.2.15 The Article 14.6 shall replaced as follows:

"The following costs shall not be considered eligible:

- debts and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- costs declared by the Beneficiary and covered by another action or work program;
- purchases of land or buildings, except where necessary for the direct implementation of the Action, in which case ownership must be transferred to the final beneficiaries and/or local partners, at the latest at the end of the Action;
- currency exchange losses;
- credits to third parties, unless otherwise specified in the Special Conditions
- fines and penalties."

7.2.16 The Article 15.1 shall be replaced as follows:

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"Payment procedures are set out in Article 4 of the Special Conditions and correspond to two options below:

Option 1:

- an initial pre-financing instalment of **maximum 90%** of that part of the estimated budget for the first 12 months financed by the Contracting Authority, as specified in Article 4 of the Special Conditions, following the provisions in Article 4.3 of the Special Conditions;
- reimbursement of the costs for activities prior to the grant contract signature not exceeding the amount specified in the Article 4 of the Special Conditions;
- further pre-financing instalments of the amount specified in Article 4 of the Special Conditions and designed to normally cover the Beneficiary's financing needs for each twelve month period of implementation of the Action, within 45 days of the Contracting Authority approving an interim report in accordance with Article 15.2, accompanied by:
 - a request for payment conforming to the model in Annex V,
 - an expenditure verification report required under Article 15.6,
 - a financial guarantee if required under Article 15.7;
- the balance within 45 days of the Contracting Authority approving the final report in accordance with Article 15.2, accompanied by:
 - a request for payment of the balance conforming to the model in Annex $\,$ V,
 - an expenditure verification report required under Article 15.6.

Further pre-financing may only be given if the part of the expenditure actually incurred which is financed by the Contracting Authority (by applying the percentage set out in Article 3.2 of the Special Conditions) stands at 70% at least of the previous payment (and at 100% of any previous payments) as supported by the corresponding interim report and by an expenditure verification report as specified in Article 15.6.

Where the consumption of the previous pre-financing is less than 70%, the amount of the new pre-financing payment shall be reduced by the amount corresponding to the difference between the 70% threshold and the amount actually consumed of the previous pre-financing payment.

The total sum of pre-financing under the Contract may not exceed **90%** of the amount referred to in Article 3.2 of the Special Conditions.

Option 2:

The grant shall be paid to the Beneficiary by the Contracting Authority in one payment within 45 days of the Contracting Authority approving the final report in accordance with Article 15.2, accompanied by:

- a request for payment of the balance conforming to the model in Annex V,
- an expenditure verification report if required under Article 15.6."

7.2.17 The Article 15.6 shall be replaced as follows:

"A report on the verification of the Action's expenditure, produced by an approved auditor who meets the specific conditions of the Terms of Reference for the expenditure verification, shall be attached to:

- any request for further pre-financing;
- any request for payment of the balance.

The auditor examines whether the costs declared by the Beneficiary are real, accurately recorded and eligible in accordance with the Contract, as well as the revenue of the

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Action and issues an expenditure verification report conforming to the model in Annex VII.

The Beneficiary grants the auditor all access rights mentioned in Article 16.2.

The expenditure verification report accompanying a request for payment of the balance covers all expenditures not covered by any previous expenditure verification report.

Based on the expenditure verification report the Contracting Authority determines the total amount of eligible expenditure which may be deducted from the total sum of prefinancing under the Contract (clearance).

Where the Beneficiary is a government department or a public body or an international organisation, the Contracting Authority may exempt it from the expenditure verification requirement."

7.2.18 The first paragraph of Article 15.9 shall be replaced as follows:

"Any interest or equivalent benefits accruing from pre-financing paid by the Contracting Authority to the Beneficiary shall be mentioned in the interim and final reports. Pursuant to the conditions laid down in the Regulation (EC) No 1638/2006 of the European Parliament and of the Council of 24 October 2006 laying down general provisions establishing a European Neighborhood and Partnership Instrument, any interest accruing from pre-financing shall be assigned to the Action and deducted from the payment of the balance of the amounts due to the Beneficiary.

Interest shall not be due to the Contracting Authority for pre-financing paid to the EU Member States."

7.2.19 The Article 16.2 shall be replaced as follows:

"The Beneficiary shall allow the European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors, or any external auditor authorized by these institutions (for example relevant Russian authorities) carrying out verifications as required per Article 15.6 to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, the implementation of the Action and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Action. These inspections may take place up to 7 years after the payment of the balance.

Furthermore, the Beneficiary shall allow the European Anti-Fraud Office and any external auditor authorised by these institutions (for example relevant Russian authorities) carrying out verifications as required per Article 15.6 to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

To this end, the Beneficiary undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors as well as to any external auditor authorised by these institutions (for example relevant Russian authorities) carrying out verifications as required per Article 15.6 to the sites and locations at which the Action is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the Action and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors and to any external auditor authorised by these institutions (for example relevant Russian authorities) carrying out verifications as required per Article 15.6 shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Beneficiary must inform the Contracting Authority of their precise location.

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The Beneficiary guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors as well as of any external auditor authorised by these institutions (for example relevant Russian authorities) carrying out verifications as required per Article 15.6 to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article 16, to the Beneficiary's partners, contractors and subgrantees. Where a partner, contractor or sub-grantee is an international organisation, any verification agreement concluded between such organisation and the European Commission applies."

7.2.20 The Article 18.1 shall be replaced as follows:

18.1 Each organisation (the Beneficiary or partner) participating in the project will bear financial liability in connection with the eligibility of the expenditures the organisation has declared. In the case of irregularities discovered, including irregularities which result in certain expenditures being considered ineligible, the respective organisation undertakes to repay any amounts in excess of the final amount due to the Contracting Authority.

The Contracting Authority shall send to the Beneficiary the debit note, by which the Contracting Authority requests the amount owed by the Beneficiary or partner. The Beneficiary will forward the debit note to the respective partner, which has to repay the requested amount to the Contracting Authority within 45 days of the issuing of the debit note.

7.2.21 The Article 18.2 shall be replaced as follows:

Should the Beneficiary or partner fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may increase the amounts due by adding interest:

at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country;
at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Contracting Authority, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.

7.2.22 The Article 18.3 shall be replaced as follows:

Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Beneficiary or partner. This shall not affect the Parties' right to agree on payment instalments.

7.2.23 The Article 18.4 shall be replaced as follows:

Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Beneficiary or partner, which will make the repayment to the Contracting Authority.

7.2.24 The Article 18 shall be supplemented with Article 18.7 and should read as follows:

"18.7 Where the recovery relates to a claim against a Beneficiary or partner established in an EU Member State and the Contracting Authority is unable to recover the debt within one year of issuing the recovery order, the EU Member

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State in which the Beneficiary or partner is established shall pay the amount owing to the Contracting Authority and claim it back from the Beneficiary or partner.

Where the recovery relates to a claim against a Beneficiary or partner established in a partner country and the Contracting Authority is unable to recover the debt within one year of the issuing of the recovery order, the Contracting Authority shall refer the case to the Russian Federation and inform the European Commission. In this case, the Russian Federation within its competence on the basis of a complete file, will encourage measures to recover from the Beneficiary or partner the unjustified and ineligible expenditure incurred."

Done in English **in two originals** one original being for the Contracting Authority and one original being for the Beneficiary.

For the Beneficiary	For the Contracting Authority
Name	Name
Title	Title
Signature	Signature
Date	Date

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