



#### Contract

#### between

**Stichting Wilde Ganzen/Ikon** (hereinafter called "Wilde Ganzen")

and

[Grantee name], [Grantee address] (hereinafter called "the Grantee (lead)")

&

[Co-Grantee name], [Co-Grantee address]

(referring to both the Grantee (lead) and the Co-grantee hereinafter called "the Grantee(s)")

With regards to financial support to Grantee(s) from Connect for Global Change (hereinafter called "CfGC")

# § 1. PURPOSE

- 1.1 The purpose of this Contract is to clarify the responsibilities and duties of the Grantee(s) in respect to the allocated grant granted by the Grant Committee of CfGC partner Wilde Ganzen to the implementation of the Action entitled [insert Title of the Action] (the "Action") described in the application (annex 1).
- 1.2 The Grantee shall be awarded this grant on the following basis: The grant is allocated based on an assessment of the application (annex 1) and accompanying budget (annex 2) submitted by the grantee and a decision of the Grant Committee. The assessment and decision are explained in writing in the assessment report (annex 3), dated January 16 2025.
- 1.3 It is a prerequisite that this Contract is signed both by Wilde Ganzen and by the Grantee (lead) before disbursements of funds under the grant can be processed.
- 1.4 The management of the grant and the funds must be in accordance with the rules set out in this contract as well as the current *Granting Guidelines* and *Administrative and Financial Requirements*, and the complementary instructions to be found in the *Budget form*, which contains the Guidelines for Budget Preparation (all to be found at the <u>documents page</u> of the CfGC website)
- 1.5 The Grantee (lead) accepts the Grant and undertakes to be responsible for carrying out the Action. In case of co-applicant(s), the Grantee (lead) extents these responsibilities through a cooperation agreement.





# § 2. IMPLEMENTATION PERIOD

- 2.1 This Contract shall enter into force on the date when both Wilde Ganzen and the Grantee (lead) have signed
- 2.2 The implementation shall begin on [insert start date] and end [insert end date]
- 2.3 This Contract is valid until the final balance with Wilde Ganzen has been settled and, in any event, at the latest on the 31<sup>th</sup> of May 2026.

#### § 3. FINANCE and BUDGET

- 3.1 The total eligible cost is estimated at €[insert amount incl. own contribution] as set out in annex 3 (supported by annex 2)
- 3.2 The Wilde Ganzen undertakes to finance a maximum amount of €[insert granted amount]. The grant is further limited to 90% of the total cost of the Action specified in paragraph 3.1. The final amount of Wilde Ganzen's contribution shall be determined after approval of the final narrative report and the financial report of the Action.
- 3.3 The allocated funds must be utilised in accordance with the approved Action application (annex 1) and accompanying approved budget (annex 2).

#### § 4. REPORTING and PAYMENT ARRANGEMENTS

- 4.1 Payment shall be made in accordance with the following payment procedures: Wilde Ganzen must pay the grant to the Grantee as follows:
  - an initial pre-financing payment of 100% of the granted amount, when all parties have signed this Contract
  - the balance of the final amount of the grant at the time of the approval of the final narrative report and financial report of the Action.
- 4.2 For the purposes of the initial pre-financing payment the Grantee(s) must fill in, sign and submit this Contract. The signed Contract serves as payment request.
- 4.3 The following dates and deadlines are established by the entry into force of this Contract:

Deadline	Description
February 1,	This contract issued by Wilde Ganzen, to be signed by all parties and pre-
2025	financing payment initiated
[Insert date]	Implementing start date





February 7, 2025	Start seminar (mandatory for all CfGC Grantees)					
February – June 2025	Two online and two physical meetings for capacity building (mandatory for all CfGC Grantees)					
March 2026	End seminar (mandatory for all CfGC Grantees)					
[Insert date]	Implementing end date					
May 31,	Final narrative report and financial report submission					
2026						
May 31,	At least two concrete information products (e.g. uploaded images, videos,					
2026	screen dumps or similar) used in the Action					
June 30,	Written approval from Wilde Ganzen of the final narrative report and the					
2026	financial report and payments of the balance. The grant is subject to an annual expenditure verification required by the EU. Any issues related to the grant identified during this expenditure verification can lead to an adjustment of the final amount of the contribution from Wilde Ganzen.					

If the above-mentioned dates and deadlines should be changed during the implementation period, the Grantee (lead) will receive notification by email.

- 4.4 Reports shall be adequate and detailed in their description of the implementation of the Action and include information about the activities implemented and envisaged, difficulties encountered and measures taken to overcome these problems. Also, changes and the degree of achievement of its results should be described. Reports shall provide information and prove on the estimated numbers of people that have reached critical understanding and that were meaningfully engaged. Special attention should be given to the percentage of young people (15 30 years old) and previously less sensitive/involved that participated in the Action.
- 4.5 Reports shall be submitted using the final narrative and financial report formats that will timely be sent to the lead Grantee and will be available at the <u>documents page</u> of CfGC.
- 4.6 Financial report shall be accompanied by administration of all the transactions and all record keeping (Article 10.7 through 10.9).

# § 5. LIABILITY

- 5.1 Wilde Ganzen and the European Commission cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Grantee(s) while the Action is being carried out or as a consequence of the Action. Wilde Ganzen and the European Commission cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.
- 5.2 The Grantee(s) shall assume sole liability towards other parties (including beneficiaries and target group), including liability for damage or injury of any kind sustained by them while the Action is being carried out or as a consequence of the Action. The Grantee(s) shall discharge





Wilde Ganzen of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Grantee(s) or the Grantee(s)'s employees or individuals for whom those employees are responsible, or as a result of violation of other parties' rights. For the purpose of this article employees of the Grantee(s) shall be considered other parties.

### § 6. CONFLICT OF INTERESTS and GOOD CONDUCT

- 6.1 The Grantee(s) shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
- 6.2 Any conflict of interests which may arise during performance of this Contract must be notified in writing to Wilde Ganzen without delay. In the event of such conflict, the Grantee(s) shall immediately take all necessary steps to resolve it.
- 6.3 Wilde Ganzen reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.
- 6.4 The Grantee(s) shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Contract, the Grantee(s) shall replace, immediately and without compensation from Wilde Ganzen, any member of its staff in such a situation.
- 6.5 The Grantee(s) shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.
- 6.6 The Grantee(s) declares that its ownership or control relations or activities otherwise are not subject to sanctions imposed by the Netherlands, the EU or the UN. This takes into account both the sanctions in force at the time of signature of the agreement and any future sanctions, i.e. the grantee is obliged to notify if the situation changes.

### § 7. VISIBILITY

7.1 Unless the European Commission agrees or requests otherwise, the Grantee(s) shall take all necessary steps to publicise the fact that the European Union, CfGC and Wilde Ganzen have cofinanced the Action.

Such measures shall comply with the following:

7.2 The Grantee(s) shall follow the approved Action plan (annex 1) and report on its implementation in the Final narrative reporting format.





- 7.3 In particular, the Grantee(s) shall mention the Action and the European Union's financial contribution in communications 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 European Union emblem, the CfGC logo and the logo of Wilde Ganzen wherever appropriate (these can be downloaded from the documents page of CfGC).
- 7.4 Any notice or publication by the Grantee(s) concerning the Action shall specify that the Action has received European Union funding. Any publication by the Grantee(s), in whatever form and by whatever medium, including the internet, shall include the following statement: 'This <publication/video/film/recording/website/account> was co-funded by the European Union. Its contents are the sole responsibility of <name of the author/ grantee> and do not necessarily reflect the views of the European Union.'
- 7.5 The Grantee(s) authorises Wilde Ganzen to publish its name and website, the purpose of the grant, duration and location as well as the maximum amount of the grant and the rate of funding of the Action's costs. Derogation from publication of this information may be granted if it could endanger the Grantee(s)or harm their interests.
- 7.6 The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility and, if applicable, communication requirements set out in § 7. Failure to perform the obligations set out in § 7 and in the special conditions can constitute a breach of contractual obligations, and can lead to corresponding measures taken by Wilde Ganzen including withdrawal from this Contract.

# § 8. OWNERSHIP and USE OF RESULTS

- 8.1 Communication products produced as part of the Action belongs to the Grantee(s) but CfGC and the European Commission have the right to use them freely and as it sees fit during and after completion of the Action, provided that this is not in conflict with any industrial and/or intellectual property rights.
- 8.2 The use of any equipment acquired as part of the Action and the retainment of the ownership after the Action must be in accordance with the list specified in the 'Budget for the Action' (sheet 4. Ownership) annexed to this Contract. This list must be complied with at the end of the implementation period.

# § 9. PROCUREMENT PROCEDURES

The procurement procedures ensure that the choice of supplier for contracts of more than €2,500 respects the following principles:

Principle of Best Price-Quality Ratio:

 Contracts must be awarded to the tender offering the best price-quality ratio or the lowest price.





Beneficiaries must avoid conflicts of interest and use objective criteria to evaluate offers.

## Documentation and Accountability:

- Grantee(s) must keep sufficient and appropriate documentation to justify their choices and procedures.
- The European Commission will conduct ex-post checks to verify compliance.

# Rules on Nationality and Origin:

- Participation in tender procedures is open to natural and legal persons from member states or countries deemed eligible by the relevant regulations.
- Tenderers must declare and prove their nationality.
- In some cases, suppliers must prove the origin of goods, especially if the value exceeds €5,000.

# **Exceptions to Nationality and Origin Rules:**

- In exceptional cases, deviations can be allowed with prior authorization from the European Commission.
- These guidelines ensure that procurement processes are transparent, fair, and in compliance with EU regulations.

The selection procedure report form on reporting procurement processes can be found at the <u>documents page</u> of CfGC.

## § 10. ACCOUNTS and TECHNICAL and FINANCIAL CHECKS

10.1 The grantee(s) shall keep accurate and regular accounts of the implementation of the Action using and using an appropriate accounting and double-entry book-keeping system.

### The accounts

- may be an integrated part of or an adjunct to the Grantee(s)'s regular system;
- shall comply with the accounting and bookkeeping policies and rules that apply in the Netherlands;
- shall enable income and expenditure relating to the Action to be easily traced, identified and verified.
- 10.2 The Grantee (lead) shall ensure that any financial report as required under Article 4 can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose the Grantees shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.





### Right of access

- 10.3 Grantee(s) shall allow verifications to be carried out by the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorised by Wilde Ganzen and the European Commission. The Grantee(s) has to take all steps to facilitate their work.
- 10.4 The Grantee(s) shall allow the above entities to:
  - a) access the sites and locations at which the Action is implemented;
  - b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the Action;
  - c) take copies of documents;
  - d) carry out on the-spot-checks;
  - e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Action.
- 10.5 Wilde Ganzen and the European Anti-Fraud Office shall be allowed to carry out the aforementioned on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the European Commission.
- 10.6 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 Wilde Ganzen and the European Commission carrying out verifications as provided for by this Article shall be on the basis of confidentiality with respect to other parties, without prejudice to the obligations of public law to which they are subject.

# **Record keeping**

- 10.7 The Grantee(s) shall keep all records, accounting and supporting documents related to this Contract until the end of 2038, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of.
  - Records and the like shall be easily accessible and filed so as to facilitate the examination and the Grantee (lead) shall inform Wilde Ganzen of their precise location.
- 10.8 All supporting documentation shall be available either in the original form, including in electronic form, or as a copy.
- 10.9 In addition to the reports mentioned in §4, the documents referred to in this Article include:
  - a) Accounting records (computerised or manual) from the Grantee(s)'s accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
  - b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;





- c) Proof of commitments such as contracts and order forms;
- d) Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc;
- e) Proof of receipt of goods such as delivery slips from suppliers;
- f) Proof of completion of works, such as acceptance certificates;
- g) Proof of purchase such as invoices and receipts;
- h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
- i) Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
- j) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
- k) Staff and payroll records such as contracts, salary statements and time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary. For expatriate and/or European-based staff analyses and breakdowns of expenditure per month of actual work, assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.
- 10.10 Failure to comply with the obligations set forth in Article 10.1 to 10.9 constitutes a case of breach of a substantial obligation under this Contract. In this case, Wilde Ganzen may in particular reduce the grant or suspend or terminate the Contract.
  - The above obligations are applicable for the Grantee(s) until both final narrative and financial report have been accepted by Wilde Ganzen.

# § 11. FINANCIAL and NARRATIVE REPORTING

- 11.1 Costs should be paid within the implementation period and before submitting the final reporting.
- 11.2 The Grantee shall submit their final narrative and financial reports to Wilde Ganzen, along with all supporting documents stated at §10.9 (original or certified copies).
  - Wilde Ganzen will approve and sign off these reports based on the information and documentation provided, i.e. narrative and financial verification.
- 11.3 The own contribution cannot be payment in-kind. The own contribution is included in the total budget and account of the project and will be audited in the same way as the other expenses covered by the grant. If after the audit the total amount of eligible expenses has decreased, the grant and the own contribution will decrease proportionally. Own contribution must be recorded in the bookkeeping and separated in different general ledger code. If during the Action, there are changes to the original list of donors listed in the budget and the amount of their contribution; you shall inform Wilde Ganzen.





## § 12. BREACH OF CONTRACT

In case of breach of the regulations in this agreement and/or the related and integrated documents, Wilde Ganzen is entitled to take appropriate measures aimed at limiting the consequences of the breach. These measures may consist of written reprimand, initiation of consultancy surveys or investigative audit reports with regards to the management performed by the Grantee(s), termination of further disbursements, phasing out or setting the intervention on standby or a complete decommissioning of the intervention. In the latter case, it is the duty of the Grantee (lead) to immediately return all unspent funds to Wilde Ganzen and to compensate Wilde Ganzen in case of financial losses.

### § 13. AMENDMENT OF THE CONTRACT

- 13.1 Both parties can terminate this Contract with three months' notice following Article 12.

  Amending the Contract is possible at any moment in consultation between Wilde Ganzen and the Grantee(s).
- 13.2 In case of severe breaches, see § 12, Wilde Ganzen has the right to withdraw from the Contract immediately.
- 13.3 When the Contract is terminated, the Grantee (lead) has to pay back the full amount of the Grant to Wilde Ganzen.
- 13.4 This Contract shall be governed by the law of the Netherlands.
- 13.5 Before termination of this agreement, both parties are committed to seek to solve any underlying conflicts through negotiation.
  - Any disputes with regard to this agreement or with regard to anything related to or flowing from it, will be settled by the competent court in the Netherlands.
- 13.6 In the event of failure of the above procedures, each party to this Contract may submit the dispute to the courts of the Netherlands

#### § 14. CONTACT ADDRESS

Any communication relating to this Contract incl. submission of report and account shall be in writing, stating the ID number and title of the Action and be sent to the following address: <a href="mailto:connect@wildeganzen.nl">connect@wildeganzen.nl</a>.





# § 15. ANNEXES

The	following •	documents	are annexed	to this	Contract and	form an	integral	part of the	Contract:
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Annex 1: Approved application of Action

Annex 2: Budget for the Action

Annex 3: Assessment report

Annex 4: Payment request form

Annex 5: Declaration of Honor

# § 16. ENTRY INTO FORCE

By signing this contract, the Grantee (lead) declares to have familiarised itself with the content and regulations in the contract, the related and integrated documents and annexes, and is obliged to abide by the agreement.

This agreement is signed in duplicate and is effective by the date of last signature below.

For Connect for Global Change, Wilde Ganzen:

	16-1-2025	Kees de Jong	Director
Signature	Date	Name	Title/Function
For the Grantee (lead)			
Signature	 Date	Name	Title/Function