



Istituto Superiore di Sanità

Република Србија  
Институт за јавно здравље Србије  
"Др Милан Јовановић-Батут"  
Бр. 467/1  
28 JAN 2015 20\_\_ год.  
11000 БЕОГРАД, Др Суботића бр. 5  
Тел.: 2684-566



## GRANT AGREEMENT

between

**ISTITUTO SUPERIORE DI SANITÀ – ISS**

and

**THE INSTITUTE OF PUBLIC HEALTH OF SERBIA "DR MILAN JOVANOVIĆ BATUT  
RELATING TO THE IMPLEMENTATION OF THE PROJECT TITLED  
EMERGENCY MANAGEMENT AND COMMUNITY RESILIENCE: A GOAL FOR SERBIA.  
(REF. NO. 1206.008-14)**

### **TO BE PARTLY-FINANCED UNDER THE KNOW-HOW EXCHANGE PROGRAMME OF THE CENTRAL EUROPEAN INITIATIVE**

The Istituto Superiore di Sanità – ISS, with its main office located in Viale Regina Elena, 299 00161 Rome, Italy, on the basis of the Grant Agreement between C.E.I. and I.S.S. throughout the implementation of the project entitled "*Emergency management and community resilience: a goal for Serbia*" Ref. No 1206.008-14.

on one side,

and

The Institute Of Public Health Of Serbia "Dr Milan Jovanović Batut -hereinafter called Batut- (called Applicant in the Project Application Form by these means identified as Know-How Beneficiary) with its main office located in Dr. Subotica 5, 11000 Belgrade, Serbia

on the other side,

have agreed as follows:

#### **1. GENERAL PROVISIONS**

1.1 Batut commits itself to undertake all the activities specified in the attached Application Form for the Know-how Exchange Programme (KEP), dated 15 July 2014, duly signed by Batut and by ISS. ISS agrees to finance the activities of the project with a grant contribution amounting to a maximum of EUR 5,289.00 (five thousand two hundred and eighty-nine euros). The portion to be co-financed by Batut from its own and/or external resources will be of at least EUR 7,289.00 (seven thousand two hundred eighty-nine euros).

1.2 By signing this Grant Agreement, Batut acknowledges that ISS is the sole responsibility for the implementation and financial management of the project in accordance with the project Application

Form and KEP ITALY Call for Proposals 2014. In case Batut delegates part of the implementation and/or the financial management of the project to a qualified partner, such delegation cannot and must not restrict or remove the legal responsibility of ISS for the implementation of the project and the sound management of the ISS grant.

## **2. IMPLEMENTATION, MODIFICATION AND TERMINATION OF THE PROJECT**

2.1 Batut commits itself to fully implement the project and to conclude all related operations at the latest by 31 December 2015, as detailed in paragraph 1.5 of the Application Form.

2.2 Batut undertakes to satisfy additional requirements put forward by ISS during the grant approval process, namely:

a) The ISS grant of EUR 5.289,00 has to be used to cover the following budget items:

1 – Personnel

1a2- Project Responsible and coordinator in Serbia: € 800

1b2-Local consultants /trainers/researchers for 40 man/days: € 1600

1d-Local secretarial staff: € 480

1e-Translator: € 480

2 – Travel

2b-Local travel: € 429

4 - Meetings and conferences

4a-catering for training and final conference: € 1000

4b-Renting classrooms and location for the final conference: € 500

2.3 The implementation of activities or payment of expenses in a form not authorised by ISS may result in the reduction or cancellation of the grant. The money shall be used only for the activities indicated in the Grant Agreement. In case some amount of money has not been spent, this should be returned to ISS. Final Financial Report should be included with the co-financing amount of Batut as specified in 1.1 above.

## **3. PAYMENTS**

3.1 ISS grant to the implementation of the project will be paid as follows:

a) **ADVANCE PAYMENT.** Batut is entitled to an Advance Payment of up to eighty (80) per cent of the eligible grant contribution. Batut Advance Payment will be paid by ISS only when ISS has received the contribution from CEI.

Batut can submit to ISS the request for Advance Payment only after the following conditions have been satisfactorily met:

i. Batut has approved this agreement and the detailed working schedule of the project activities submitted by ISS

ii. An original copy of the present Grant Agreement signed by the parties has been received by Batut.



b) **FINAL PAYMENT.** Batut is entitled to a Final Payment in the amount that constitutes the difference between the amount of the eligible expenses and the amount already disbursed to Batut as Advance Payment. Batut shall bear in mind that the sum of Advance and Final payments must not exceed the maximum grant contribution authorised by CEI Committee of National Coordinators (CNC) –hereinafter called CEI- as described in article 1 of the Agreement between CEI - ISS. The Final Payment will be paid to the Batut within thirty (30) days upon approval of ISS of the complete project implementation documentation and the relevant financing report. The Final Payment will be disbursed to Batut after all of the following conditions have been satisfactorily met:

i. Batut has prepared and submitted a narrative Final Implementation Report along with supporting documents as described in article 4.2 of the present Agreement. The Report must be submitted to ISS within thirty (30) days upon conclusion of project activities.

ii. Batut has prepared and submitted a Final Financial Report along with supporting documents as described in article 4.3 of the present Agreement. The Report must be submitted to the ISS within thirty (30) days upon conclusion of project activities.

3.2 Should the actual expenditures for the project be lower than the envisaged total budget, the ISS grant contribution will be proportionally reduced to maintain the originally approved. In case some amount of money has not been spent, this should be returned to ISS.

3.3 Batut recognises the fact that ISS requires its grant to be spent exclusively on the budget items authorised by the CEI in their grant approval decision and not exceeding the amounts authorised by the CNC for each eligible budget item. Any variation in the purpose of ISS grant or any alterations to the amounts of ISS grant allotted to the budget items are subject to prior written consent of CEI. In case Batut fails to obtain such consent, adequate deductions will be made by ISS from the Final Payment in accordance with the budget approved by the CEI.

3.4 At any stage of the implementation of the project ISS will be allowed to request the restitution of the amounts already disbursed to Batut in one or more of the following cases:

a) The Progress Report (as described in article 4.1 of the present Agreement) or monitoring of the project implementation by ISS have revealed serious obstacles in the implementation of the project that cannot be mitigated and are likely to have a major negative impact on the results of the project. Such obstacles may include, but are not limited to, the refusal of the KNOW-HOW beneficiaries as stated in the “Call for proposal 2014” to participate in project activities, proof that initial assumptions of the project were mistaken, and insufficiency of funds.

b) The activities carried out by Batut show reasonable indications that they would not meet the objectives of the project due to the negligence of Batut.

c) The expenses of the project have not been adequately documented, as described in article 4.3 of this Agreement.

d) The scope of activities and/or project budget have been modified without prior written authorisation of ISS, as described in articles 2.3 and 3.3 of the present Agreement.

e) Batut has failed to provide proper visibility to CEI by not displaying CEI’s logo and not referring to CEI’ role in the project throughout its implementation as described article 5 of the present

Agreement. Batut should fill in the attach Kep Final Implementation Report.

3.5 The amounts withheld by ISS as a result of the failure of the Batut to meet any of the conditions described in article 3.4 of the present Agreement will rest at the **sole discretion ISS based on its fair judgement of the points outlined in the above article 3.1b**. ISS will communicate its decision in written format within sixty (60) days of receiving documentation or observing the conditions described in article 3.4. In this communication ISS will advise Batut on the amounts of the contribution to be withheld and reasons for such a decision. Upon receipt of such communication, **Batut will have thirty (30) days to make any corrections or submit** additional project documentation to ISS or will lose all rights to claims over the deducted amounts. ISS will review the additional documentation and will communicate its final decision to Batut within fourteen (14) days of receipt of supplemental documentation.

3.6 Both the Final Implementation Report and the Final Financial Report along with the accompanying documents must be submitted to ISS within thirty (30) days upon completion of the project activities. Failure to do so may result in ISS cancellation of the Final Payment and the request for the restitution of the Advance Payment in its full amount. If such a situation arises, Batut will return the amount of the Advance Payment within fourteen (14) days upon receiving written request from ISS.

#### **4. DOCUMENTATION, REPORTING, AND MONITORING**

4.1 Batut undertakes the duty to provide to ISS with Progress Implementation Report(s). A Progress Implementation Report has to outline project activities undertaken as well as a list of expenditures incurred. A Progress Implementation Report must cover all project activities that have been implemented or are being implemented at the time of the drafting of the Report. Regardless of the duration of the implementation period of the project, any project lasting less than a year requires the mandatory submission of one progress report. The report should be submitted at the midpoint of the implementation period. In case of projects lasting more than twelve months, Progress Reports must be submitted at least every six months.

4.2 The Final Implementation Report duly signed by Batut and by the other Know-How Beneficiary (Red Cross of Serbia) will provide the following information:

- a) Summary report on implemented activities and results achieved, including information on any difficulties occurred during implementation of the project as well as on planned follow-up activities. Batut shall include in the Report (in Microsoft Excel format) the lists of participants, experts, consultants, and all other stakeholders, who took part in the project's implementation, including their contact details (email addresses and telephone numbers), capacity in which they participated in project activities, and qualifications.
- b) Copies of all materials produced during the implementation of the project (e.g. programmes, analyses, reports, reviews, press releases, presentations, and others).
- c) Assessment of the achieved results by the KNOW-HOW BENEFICIARY (i.e. usefulness and effectiveness of the project, ownership, collaboration with the GRANTEE, required follow-up actions, and others).
- d) Information on the project's publicity and CEI visibility, including information on prepared press releases, articles, websites, mailing campaigns, and others; and the use of CEI logo and references to the CEI's role in the project.



e) Whenever appropriate, photographic material for possible publications.

4.3 The Final Financial Report will provide the following detailed information:

a) Justification of expenses for the entire project budget, including items paid by the CEI grant.

b) Invoices or equivalent proof of payments made. Such documents shall be submitted to Batut in original or authenticated copies in the English language or accompanied by an appropriate translation into English.

c) With regard to personnel expenditures, Batut will submit the following documentation:

i. Curricula of professional personnel involved in the project

ii. Copies of payslips (or the work Terms of Reference and proof of payment made in the case of external consultants)

iii. The detailed working time sheets.

d) With regard to accommodations and travel expenses, Batut shall provide individualised invoices or equivalent proof of payments made (hotel bills and travel air tickets shall contain names of guests/passengers).

e) With regard to in-kind contributions (with the exception of the personnel costs which must be justified as outlined in article 4.3c of the present Agreement), Batut will provide accounting documents having a probative value equivalent to an invoice.

4.4 At any time during project implementation, upon request of ISS, Batut will provide information on the status of the execution of the project, implemented activities, encountered difficulties, work schedule, as well as on all other project aspects.

4.5 ISS reserves the right to appoint its staff members or an external consultant to monitor the implementation of the project, and Batut undertakes to invite representatives of ISS to all project activities and public events organised in the context of the project.

4.6 All project documentation must be submitted by Batut to ISS in the English language.

## **5. GRANTOR'S VISIBILITY**

5.1 Batut undertakes to acknowledge CEI contribution and thus ensure appropriate CEI visibility, in particular by displaying CEI logo on all materials (e.g. billboards, posters, captions, programme, leaflets, advertisements, invitations, and others) produced in the course of the project as well as at all public events organised in the context of project activities. Batut recognises that the disbursement of the grant will be subject to the proper use of CEI logo and references to CEI's role in the project.

## **6. COPYRIGHT**

6.1 Batut acknowledges ISS right to copy, use in any appropriate way, and distribute, for non profitable purposes, any documents produced within the framework of the activities funded within

the project.

## **7. FAIRNESS AND GOOD FAITH**

7.1 ISS and Batut undertake to act in good faith with respect to each other's rights under this Grant Agreement and to adopt all reasonable measures to ensure the execution of the project to the highest success level.

## **8. SETTLEMENT OF DISPUTES**

8.1 ISS and Batut agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the present Agreement and the success of the assignment. ISS and Batut shall use their best efforts to settle amicably all disputes arising out of or in connection with the present Agreement or its interpretation, including mediation using a Mediator acceptable to both parties.

8.2 Any dispute between ISS and Batut as to matters arising pursuant to the present Agreement that cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request in written communication for such amicable settlement may be submitted to an Arbitrator chosen by ISS. The dispute will be settled under the provisions of Italian law.

8.3 In the event of a conflict between the provisions of the present Grant Agreement and the attached Application Form and/or KEP ITALY Call for Proposals 2014, the provisions of the present Agreement shall prevail over the other two in the following order of precedence:

- a) Grant Agreement
- b) KEP Application Form
- c) KEP ITALY Call for Proposals 2014

*Attachments:*

1. *KEP Application form dated 15 July 2014*
2. *KEP ITALY\_Call for Proposals 2014*
3. *Letter of approval dated 01/12/2014*

Signed by:

**Istituto Superiore di Sanità – ISS**

**Dott. Angelo Lino DEL FAVERO**

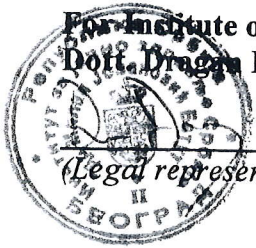
  
\_\_\_\_\_  
*(Director General)*

Date: \_\_\_\_\_

**For Institute of Public Health of Serbia “dott. Milan Jovanovic Batut”(the GRANTEE)**

**Dott. Dragan Ilic**

  
\_\_\_\_\_  
*(Legal representative)*



\_\_\_\_\_  
Date: \_\_\_\_\_