**SUBSIDIARY CONTRACT**

Subsidiary Contract no. **…………………..**

to the Grant Contract no. …………………..

(hereafter: “Grant Contract”)

on implementation of the Project **[Project title] …………………..**

in accordance with the decision of the Joint Monitoring Committee of [yyyy.mm.dd] …………………..

within the **…………………..…………………..…………………..**

**MINISTER** **OF DEVELOPMENT FUNDS AND REGIONAL POLICY** of the Republic of Poland,

ul. Wspólna 2/4

00-926 Warsaw, Poland,

acting as the Managing Authority for the **…………………..…………………..…………………..** (hereinafter the “Programme”),

represented by **[full name and function of a person representing the Managing Authority]………..,**

based on the authorization no. ………. as of ………. (Annex I to this Contract)

of one part,

and

[Full official name of the Beneficiary]

[Legal status (organisation)]

[Organisation official registration number]

[Full official address]

[VAT number, for VAT registered Beneficiaries],

("the Beneficiary"),

represented by **[full name and position of a person representing the Beneficiary]……….,**

based on the authorization no. ………. as of ………. (Legal Entities Form, Annex II to this Contract)

of the other part,

hereinafter referred to jointly as „Parties”,

based on **…………………..** of the Programme Manual,

have agreed as follows:

**§ 1**

**PURPUSE OF THE CONTRACT AND GENERAL PROVISIONS**

1. This Subsidiary Contract shall enable the implementation of the part of the Project assigned to the Beneficiary under the Grant Contract no. ………………….. and is necessary due to the suspension of the . ………………….. (Financing Agreement) following the Commission’s decision of …………………...
2. Any documents regarding the implementation and settlement of expenditure concerning the part of the Project assigned to the Beneficiary under the Grant Contract shall be submitted by the Beneficiary directly to the Joint Technical Secretariat of the …………………..……………………. In particular, this concerns: requests for changes in their part of the Project, including prolongation of the implementation period, submission of interim, additional interim and final reports (narrative and financial parts) and requests for payment regarding their part of the Project.
3. This Subsidiary Contract shall enter into force on the date when the last of the two Parties signs it. The Beneficiary shall sign the Subsidiary Contract within 30 days from the date of its receipt from the Managing Authority.
4. If either party believes that this Contract can no longer be executed effectively or appropriately, it shall consult the other party. Failing agreement on a solution, either party may terminate this Contract by delivering 30 days written notice, without being required to pay compensation.

**§ 2**

**PROJECT IMPLEMENTATION**

1. The part of the Project assigned to the Beneficiary under the Grant Contract shall be implemented in line with the Grant Contract, unless otherwise agreed upon between the Parties.
2. Changes in the Beneficiary’s part of the Project which under the Grant Contract and the Programme Manual require an addendum to the Grant Contract shall be introduced by this Subsidiary Contract or an addendum thereto. Other provisions of the Grant Contract remain in force.

**§ 3**

**FINANCING OF THE BENEFICIARY’S PART OF THE PROJECT**

1. The total eligible cost of the Beneficiary’s part of Project is estimated at ………………….. EUR (in words: ………………….. EUR), as set out in Annex V to this Subsidiary Contract.
2. The amount of . ………………….. (in words: . …………………..) EUR is financed from the EU co-financing.

**§ 4**

**EXPENDITURE SETTLEMENT**

1. The funds transferred to the Beneficiary as a pre-financing payments so far amount to . ………………….. EUR (in words: ………………….. EUR).
2. The Managing Authority will make payments concerning the Beneficiary’s part of the Project to the Beneficiary’s account indicated in Annex III to this Subsidiary Contract. The following payment under this Subsidiary Contract will apply:

**Interim payment: up to** ........... EUR (in words: ... EUR);

**Final balance payment** resulting from the expenditures incurred within the Beneficiary’s part of Project during its whole period of implementation and the prior pre-financing for the Beneficiary, settled against the sum referred to in Annex V and in § 3 section 2 to this Subsidiary Contract.

1. Any payments made directly to the Beneficiary based on this Subsidiary Contract shall be accounted for under the Grant Contract.
2. The provisions of the § 15 and 16 of the Grant Contract apply accordingly to the Beneficiary’s part of the Project.

**[§ …**

**OTHER PROVISIONS**

[…………………...]

**§ 5**

**RECOVERY OF FUNDS**

In addition to the provisions of the § 19(11) of the Grant Contract the amounts unduly paid to the Beneficiary could be repaid directly to the programme bank account.

**§ 6**

**CONTACT ADDRESSES**

Any communication relating to this Contract must be in writing, in English, state the number and title of the Project and be sent to the following addresses:

**For the Managing Authority:**

Ministry of Development Funds and Regional Policy of the Republic of Poland

ul. Wspólna 2/4

00-926 Warsaw, Poland

**For the Joint Technical Secretariat:**

…………………..

**For the Beneficiary**:

<address of the Beneficiary for correspondence>

**§ 7**

**ANNEXES**

The following documents are annexed to this Subsidiary Contract and form an integral part of it:

Annex I: Authorisation for the Managing Authority’s representative

Annex II: Authorisation for the Beneficiary’s representative (Legal Entities Form)

Annex III: Financial Identification Form

Annex IV Description of the part of the Project assigned to the Beneficiary

Annex V Budget of the Beneficiary

Drawn up in the English language in three originals, two originals being for the Managing Authority, and one original being for the Beneficiary.

|  |  |
| --- | --- |
| **For the Beneficiary**  | **For the Managing Authority**  |
| Name |  | Name |  |
| Title |  | Title |  |
| Signature |  | Signature |  |
| Date |  | Date |  |