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CEAD N°:	PMM 117076

COUNCIL OF EUROPE

CONSEIL DE L'EUROPE

GRANT AGREEMENT BETWEEN THE COUNCIL OF EUROPE AND TERNOPIL CITY COUNCIL

The Council of Europe, which has its Headquarters at Avenue de l'Europe, F-67075 Strasbourg, France, represented by Erlend FALCH, Deputy Head of the Council of Europe Office in Ukraine, acting on behalf of the Secretary General (hereinafter referred to as "the Council of Europe");
on the one hand, and

Ternopil City Council, 5 Lystopadova Street, Ternopil, 46001, Ukraine, represented by Serhiy NADAL, Mayor of Ternopil (hereinafter referred to as "the Grantee");

on the other hand,

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have agreed as follows:

ARTICLE 1 - SUBJECT

1. The subject of this Agreement is the funding, for a maximum of 797 400 UAH (seven hundred ninety-seven thousand four hundred Ukrainian hryvnias), by the Council of Europe as payment for the expenses to be met for implementation of "e-Ternopil - open governance" (hereinafter referred to as "the Action") as described in APPENDIX I to the present Agreement.
2. The Grantee or the Grantees will be awarded the funding on the terms and conditions set out in this Agreement and its Appendices, which form an integral part of the present Agreement.
3. This Agreement shall enter into force on the date when the second of the two Parties signs it. The implementation period of the Action shall begin on 01 February 2024 and shall end on 30 September 2024.
4. The Grantee or the Grantees shall contribute to the Action either by way of its own resources or by contribution from third parties. Co-financing may take the form of financial or human resources, in-kind contributions or income generated by the Action. The form of this contribution is to be detailed in APPENDIX II to the present Agreement.

ARTICLE 2 – DIVISION OF THE GRANTEES ROLES AND REPONSIBILITIES

1. The Grantees have full responsibility for implementing the action and complying with the Agreement.
2. The Grantees are jointly and severally liable for the implementation of the action. If a Grantee fails to implement its part of the action, the other Grantees become responsible for implementing this part (without being entitled to any additional funding to do so), unless the Council expressly relieves them of this obligation.
3. In the case of a single Grantee applying, all obligations and responsibilities outlined in this Article vest with the Grantee. All references to "Lead Grantee" and "Grantees" shall therefore apply equally to the Grantee applying.
4. The internal roles and responsibilities of the Grantees are divided as follows:

4.1. The Grantees must designate a coordinator hereinafter referred to as "the Lead Grantee".

4.2. Each Grantee shall:

a) undertake to implement the Action, as described in APPENDICES I and II, in accordance with the terms and conditions of the current Agreement;

b) be responsible for complying with any legal obligations incumbent on it;

c) inform the Lead Grantee immediately of any change likely to affect or delay the implementation of the Action, change in legal status or technical, organisational or ownership situation, circumstances affecting the award of the grant or compliance with the requirements of the grant;

d) use this funding exclusively for the subject as stated in Article 1;

e) make no profit through the Council of Europe funding;

f) respond adequately and promptly to any reasonable request for information made by the Council of Europe or the Lead Grantee concerning the implementation of the action or the verification of costs;

g) submit to the Lead Grantee in good time:

- any other documents or information required by the Council under the Grant Agreement, unless the Grant Agreement requires the Grantees to submit this information directly;
  - any information requested by the Lead Grantee in order to verify proper implementation of the action and compliance with the other obligations under the grant;
- individual financial statement(s) for itself and, if required, certificates on the financial statement(s);
- all data required to draw up the report(s) (see Article 2.4.3. f) and g)).

h) provide — during implementation of the action or afterwards — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with the other obligations under the Agreement.

i) give the other Grantees access to any pre-existing industrial and intellectual property rights needed for the implementation of the action and to comply with the obligations under the Grant Agreement (Article 2.6.).

j) where the documents specified in Article 2.4.3. f) and g) are not received by the Council of Europe by the due date(s), relinquish the right to the payment of the balance referred to in Article 3.1;

k) keep the accounts of the Action, for a minimum period of 10 (ten) years from the date of transmission of the narrative reports and final financial report under Article 2.4.3. g) and h), for any further verification of the proper use of the grant that the Council of Europe, its External Auditors or their appointed representative may effect;

l) when acting under this Agreement, observe any applicable laws and to ensure that the Council of Europe is not held liable in respect of third party (including State authorities') claims in this connection.

m) take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Grantees must be reported to the Council of Europe without delay.

4.3. The Lead Grantee shall:

a) monitor that the action is implemented timely and properly, in accordance with the terms of the Grant Agreement;

b) act as the intermediary for all communications between the Grantees and the Council (in particular, providing the Council with the information described in Article 2.4.2. f), g) and h) immediately), unless the Grant Agreement specifies otherwise;

c) inform the Council of Europe immediately of any change likely to affect or delay the implementation of the Action of which it is aware;

d) request and review any documents or information required by the Council and verify their completeness and correctness before passing them on to the Council;

e) before the start of the implementation of the action, submit this list of pre-existing rights (Article 2.4.2. i)) to the Council;

f) To transmit to the Council of Europe interim reports when the expenditure under the Action reaches at least 85% of funds received in the first instalment and, in any event, no later than 30 April. This shall include:

- An interim financial report (see APPENDIX VI) on the payments made for the Action, certified by a responsible financial officer of the Grantee. It should be accompanied by appropriate original supporting documents (and a summary translation of those invoices not drawn up in English or French). If, under domestic law, the original documents must be retained by the Grantee, certified copies must be submitted with the interim financial report;
- An interim narrative report[1] on the use made of the grant, on the results achieved and challenges met, as well as a plan of activities that remain to be implemented until the end of the implementation period (see Article 1(3)).
- A request for the disbursement of the remaining funds (second instalment) if necessary for the implementation of the remaining activities under the Action. The request for the second instalment shall indicate the amount requested, which must be equal to or less than the remaining balance of the total amount defined under Article 1(1). When amendments to the estimated budget are necessary, the request for disbursement shall be accompanied by an amended estimated budget covering the remaining activities to be implemented until the end of the implementation period as defined in Article 1(3).

g) transmit to the Council of Europe a final narrative report[2] on the use made of the grant by 31 October 2024:

h) To transmit to the Council of Europe by 31 October 2024:

- a final financial report (see APPENDIX III) on the payments made for the Action, certified by a responsible financial officer of the Grantee, accompanied by appropriate original supporting documents[3] (and a summary translation of those invoices not drawn up in English or French). If, under domestic law, the original documents must be retained by the Grantee, certified copies must be submitted with the final financial report;
- a copy of the credit advice slip or any other document, provided by the Grantee's bank, to certify receipt of the payment;
- where the Agreement was not concluded in Euros, a certified copy, provided by the Grantee's bank, indicating the exchange rate applied on the date(s) of conversion of the sum received into the local currency;
- where applicable, upon request by the Council of Europe, the procurement documents referred to in Article 11.

i) Ensure that all payments are made to the other Grantees without unjustified delay

The Lead Grantee may not subcontract the above-mentioned tasks.

5. Payments shall be made by the Council to the Lead Grantee. Payments to the Lead Grantee shall discharge the Council from its payment obligation. The Lead Grantee must ensure that the distribution of the payments between the Grantees are made without unjustified delay.

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[1] A template to be provided by the Council of Europe All reports should, unless otherwise agreed between the parties, be submitted in one of the official languages of the Council of Europe (English or French).

[2] A template to be provided by the Council of Europe. All reports should, unless otherwise agreed between the parties, be submitted in one of the official languages of the Council of Europe (English or French).

[3] "Appropriate original supporting documents" refer to signed contracts, invoices and acceptances of work (for all transactions), payment authorisation for all transactions should also be provided in case the Grantee uses such practice, and reliable evidence of payment (authorized payment order and bank statement). As regards round tables / conferences, it implies a programme mentioning among others the title, the dates, the venue, the agenda of the event, the names of experts facilitating the event, a signed list of participants, contracts with the venue of the event (e.g. hotel) for the rent of hall, food and beverages of participants, invoices of the venue of the event for the above services, and a report on the results of the event. As regards consultancy services, it implies evidence of the outputs produced, contracts with experts and consultants containing a specific description of services to be carried out, invoices produced after the works have been performed and delivered (the specialities of the consultants shall correspond to the nature of activities for which they are contracted). As regards travel fees / lodging of experts and participants, it implies, where relevant, contracts with a travel agency for travel fees and lodging, invoices of the travel agency mentioning destinations, dates, ticket costs, and names of the travelling persons, a programme of the event mentioning the names of the experts and signed lists of participants. This list is not comprehensive. Any doubt regarding the interpretation of the notion of "appropriate original supporting documents" should lead the Grantee to consult the Council of Europe.

6. If any of the Grantees breach any of its obligations under this Article, the grant award may be reduced or the Agreement terminated in accordance with Article 14 and Article 17 of this Agreement. In case of breach of the Grant Agreement, where applicable, the Council will claim back the amounts paid but that were not due under the grant. The Lead Grantee of the consortium is fully liable for repaying the debts of the consortium; even if it has not been the final recipient of those amounts.

7. The Grantees must have internal arrangements regarding their operation and co-ordination to ensure that the action is implemented properly. These internal arrangements must be set out in a written 'consortium agreement' between the Grantees, which may cover:
- internal organisation of the consortium;
- distribution of the Council payment(s);
- additional rules on rights and obligations related to pre-existing rights and results (including intellectual and industrial property rights), specifying the owner any persons that have a right of use;
- settlement of internal disputes;
- liability, indemnification and confidentiality arrangements between the Grantees.

The consortium agreement must not contain any provision contrary to the Grant Agreement.

ARTICLE 3 - PAYMENT MODALITIES

1. The Council of Europe shall pay the Grantee of the Lead Grantee in the case of a consortium the amount mentioned in Article 1(1) in two instalments, as follows:

   – 70 % within 30 days of receipt of this Agreement duly signed;

   – the balance within 30 days of receipt and approval of the interim reports specified in Article 2.4.3 f). In accordance with the provision in Article 2.4.3 f), the balance will correspond to the amount that the Grantee may request to be disbursed for the remaining part of the implementation period of the Action up to the amount provided for in the estimated budget, subject to the provisions of Article 14 of this Agreement.

   Without prejudice to the provisions laid down in Article 14, the Grantee acknowledges and accepts that any funds that remain unspent shall be promptly reimbursed to the Council of Europe.

2. Payments will be made to the Grantee or to the Lead Grantee in the case of a consortium in the currency in which the Agreement was concluded (See Article 1.1)

3. The above-mentioned amounts will be paid only by bank transfer to the following account opened **in the name of the Grantee or the Lead Grantee in the case of a consortium**:

Main Office of the Treasury in the Ternopil region / Ternopil city territorial community, Ternopil / 42030300
UA458999980314191901000019751
UA458999980314191901000019751
State Treasury Service of Ukraine
39, Taras Shevchenko Boulevard, Tenopil. Ukraine

ARTICLE 4 –COMMUNICATIONS BETWEEN THE PARTIES

1. The Contact point within the Council of Europe is:

Oleg MUZYCHENKO, Project Officer, "Strengthening multi-level governance, democracy and human rights at local level in Ukraine", Council of Europe Office in Ukraine
Address: 8 Illinska Street, entrance 7, floor 5, Kyiv, 04070, Ukraine
Telephone: +38 096 761 67 87
Email: congress.ukraine@coe.int
Fax: +38 044 425 60 01 (ext.111)

The Contact point within the Grantee or the Lead Grantee in the case of a consortium is:

Mariana ZVARYCH, Head of the Department of Digital Transformation and Media Communications
Address: 5 Lystopadova Street, Ternopil, 46001, Ukraine
Telephone: +380967204069
Email: presamr@gmail.com

2. Any communication is deemed to have been made when it is received by the receiving party, unless the Agreement refers to the date when the communication was sent.

3. Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraph 1 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraph 1 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.

4. Mail sent to the Council of Europe using the postal services is considered to have been received by the Council of Europe on the date on which it is registered by the department identified in paragraph 1 above.

5. Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

ARTICLE 5 – LIABILITY FOR DAMAGES

The Council of Europe shall not be held liable for any damage caused or sustained by the Grantee or the Grantees, their employees, contractors or sub-contractors, including any damage caused to third parties as a consequence of or during the implementation of the Action.

ARTICLE 6 – CHANGES IN GRANTEE'S CIRCUMSTANCES

1. The Grantee or the Grantees shall inform the Council of Europe without delay of any changes in the persons who may legally represent it, or in its name, address or legal domicile.

2. By signing this Agreement, the Grantee or the Grantees declare on their honour certifying that it or their owner(s) or executive officer(s) is not in any of the listed below situations and shall inform also inform the Council of Europe without delay in cases where:

a) it is or becomes the subject of a request for the opening of insolvency proceedings, or himself makes such a request, or goes into liquidation, ceases trading, or is or comes in a situation of bankruptcy, liquidation, termination of activity, or arrangement with creditors, or any like situation arising from a procedure of the same kind, or of any similar proceedings under the laws of the country in which he is domiciled;

b) it is sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;

c) it has received a final judgment, finding an offence that affects his professional integrity or serious professional misconduct;

d) it does not comply with its obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of its country of legal domicile.

3. In the event of failure to comply with the above provisions, costs incurred after the change of circumstances shall not be eligible.

4. The Grantee or the Grantees shall also inform the Council of Europe without delay in cases where it is or becomes involved in a merger, takeover or change of ownership or partnership or there is a change in its legal status. In the event of failure to comply with this obligation, costs incurred after the change of circumstances may not be eligible.

ARTICLE 7 – CONFLICT OF INTERESTS

1. The Grantee or the Grantees undertake to take all necessary precautions to avoid any risk of a conflict of interests and shall inform the Council of Europe without delay of any situation constituting or likely to lead to any such conflict.

2. A conflict of interests exists where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family or private life, political or national affinity, economic interest or any other interest shared with another party.

ARTICLE 8 - CONFIDENTIALITY

The Council of Europe and the Grantee or the Grantees undertake to preserve the confidentiality of any document, information or other material directly related to this Agreement and duly classified as confidential, for a minimum of ten years after the date of transmission of the final narrative report and final financial report under Article 4.3 f) and g) of this Agreement.

ARTICLE 9 – VISIBILITY

1. Unless the Council of Europe requests or agrees otherwise, the Grantee or the Grantees shall take all necessary measures to publicise the fact that the Action has received funding from the Council of Europe. Information given to the press and to the beneficiaries of the Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding from the Council of Europe" and shall display in an appropriate way the Council of Europe logo.

2. In cases where equipment or major items have been purchased using funds provided by the Council of Europe, the Grantee or the Grantees shall indicate this clearly on that equipment and those major items (including display of the Council of Europe's logo), provided that such actions do not jeopardise the safety and security of the Grantees' staff.

3. The acknowledgement and Council of Europe logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Grantee/Grantees and the ownership of the equipment and items by the Grantee or the Grantees.

4. All publications by the Grantee or the Grantees pertaining to the Action that have received funding from the Council of Europe, in whatever form and whatever medium, including the Internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the Council of Europe. The views expressed herein can in no way be taken to reflect the official opinion of the Council of Europe.".

5. All layouts of any communication items prepared by the Grantee or the Grantees are subject to approval with the Contact point within the Council of Europe.

6. The Grantee or the Grantees accept that the Council of Europe may publish in any form and medium, including on its websites, the name and address of the Grantee or the Grantees, the purpose and amount of the funding and, if relevant, the percentage of co-financing.

ARTICLE 10 – OWNERSHIP/USE OF RESULTS AND EQUIPMENT

1. Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall be vested in the Grantee or the Grantees, as the case may be together with third parties, unless otherwise decided by the Grantee or the Grantees.

2. Notwithstanding the provisions of Article 10(1) and subject to Article 8 above, the Grantee or the Grantees grant the Council of Europe the right to use free of charge, and as they see fit, all documents deriving from the Action, whatever their form, provided this is in accordance with the existing industrial and intellectual property rights.

ARTICLE 11 – PROCUREMENT

1. Unless otherwise agreed by the Parties (the Council of Europe and the Grantees) in writing, the procurement of any goods, works or services in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Grantee or the Grantees.

2. This shall apply on the understanding that the Grantee or the Grantees' rules and procedures involve competitive tendering (with at least three competitive tenders) and conform to nationally or internationally accepted standards, in compliance with the principles of transparency, proportionality, sound financial management, equal treatment and non-discrimination, care being taken to avoid any conflict of interests. The Grantee or the Grantees must be in a position to submit the documents showing that it has complied with the obligations set forth in this article when requested to do so by the Council of Europe or its designated auditors.

3. As a derogation to paragraph 2, above contracts may be negotiated directly with suppliers without competitive tendering, if the expenditure concerns a purchase for an amount of less than €2000 excluding tax, or less than €5000 excluding tax for intellectual services where the basic selection criterion is the service provider's technical expertise.

4. Without prejudice to the specific procedures and exceptions applied by the Grantee or the Grantees, the award of contracts financed under this Agreement may not be cumulative or retrospective or have the purpose or effect of producing a profit for the Grantee or the Grantees.

5. The Grantee or the Grantees shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and financial aid beneficiaries shall be excluded from participation in a procurement procedure or a procedure for the award of financial aid if:

a) their legal status is unclear (e.g. they are unable to provide information concerning their incorporation under the applicable national law or registration with the tax and other competent authorities); or

b) they are bankrupt or subject to bankruptcy proceedings, are being wound up, are in judicial liquidation, have entered into an arrangement with creditors, have suspended business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; or

c) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*; or

d) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Council of Europe's financial interests; or

e) they are guilty of misrepresentation when supplying the information required as a condition of participation in the procedure or fail to supply this information; or

f) they are subject to a conflict of interests;

6. The Grantee or the Grantees shall discharge the Council of Europe of all liability associated with any claim or action brought by a third party with whom the grantee enters into contracts for the purposes of implementation of the grant.

7. Prior to the signature of any procurement contract awarded in the context of the Action, the Grantee shall request the selected supplier to sign the Declaration on the absence of conflict of interest in APPENDIX VII. Failure to comply with this requirement may lead the costs related to the contract to be considered ineligible by the Council. For each procurement contract awarded in the context of the Action, the Grantee undertakes to submit the related signed Declaration together with the other relevant supporting documents to be submitted to the Council pursuant to Article 2.4.3. g) and h).

ARTICLE 12 - ELIGIBLE COSTS

1. To be considered eligible as direct costs under this Agreement, costs must:

a) be necessary for the purpose of the grant;

b) comply with the principles of sound financial management, in particular best value for money and cost-effectiveness;

c) have actually been incurred by the Grantee or the Grantees during the implementation period as defined in Article 1.3 of this Agreement;

d) be identifiable and verifiable, in particular being recorded in the grantee's accounts and determined according to the accounting standards applicable to the Grantee or the Grantees;

e) comply with the requirements of applicable tax and social security legislation;

f) be backed up by originals or certified copies of supporting documents (as the case may be in electronic form); and

g) have been indicated in the estimated overall budget of the Action (see APPENDIX II).

2. Indirect costs may be considered eligible only where they are incurred by the Grantee or the Grantees in connection with the Action which is the subject of the grant award; appear in the estimated budget; and are approved upon presentation of the final financial report. These costs shall not exceed the amount laid down, as the case may be, in APPENDIX II, and in no case may they exceed 7% of the total eligible costs.

3. It should be noted that, except when this is materially impossible (e.g. to pay taxi fares), all payments to third parties must be made by transfers to their bank account.

4. The following expenses shall not in any manner be considered as eligible costs (the list is not comprehensive):

a) Debts and debts service charges;

b) Provisions for losses or potential future liabilities;

c) Loans to third parties;

d) Interest owed by the Grantee or the Grantees to any third party;

e) Items already financed through other sources

f) Customs and import duties;

g) Purchase of facilities or refurbishment of facilities unless directly related to the Action;

h) Fines, Financial penalties and expenses of litigation;

i) Bank charges, costs of guarantees and similar charges;

j) Conversion costs, charges and exchange losses associated with any of the component specific euro accounts, as well as other purely financial expenses;

k) Costs incurred outside the implementation period as defined in Article 1.3 of this Agreement;

l) Costs incurred during suspension of the Agreement, excepted those considered by the Council of Europe as absolutely necessary to the preservation of the conditions of implementation of the Action;

m) Items already financed in another framework;

n) VAT recoverable under the applicable national VAT legislation.

ARTICLE 13 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

1. The Grantee or the Grantees shall keep accurate and systematic records and accounts in respect of the implementation of the Action. A separate management account shall be kept for the Action, and shall detail all receipts and payments.

2. The accounting regulations and rules of the Grantee or the Grantees shall apply, on the understanding that these regulations and rules conform to nationally or internationally accepted standards. In all other cases, the Grantee or the Grantees shall use a dedicated double-entry book-keeping system as part of, or as an adjunct to, the Grantee or the Grantees' own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Council of Europe.

3. The Grantee or the Grantees shall have in place a system of financial control involving segregation of duties, evidence of authorisation of transactions, use and retention of purchase orders, goods-received notes, quotes and contracts.

4. Financial transactions and financial statements shall be subject to the internal and external monitoring procedures laid down in the Financial Regulations, rules and guidelines of the Grantee or the Grantees. A copy of the audited financial statements shall be submitted to the Council of Europe by the Grantee or by the Lead Grantee in the case of a consortium, where relevant.

5. The Grantee or the Grantees shall, for a minimum of 10 (ten) years from the date of transmission of the narrative report and final financial report under Article 2.4.3 g) or h) of this Agreement:

a) keep financial accounting documents concerning the activities financed; and

b) make available to the Council of Europe, at its request, all relevant financial information, including statements of accounts concerning the Action, whether they are kept by the Grantee or the Grantees or by its implementing partners or contractors.

6. The Council of Europe and its External Auditors may undertake checks (including on the spot) related to the Action financed by this Agreement.

ARTICLE 14 – FINAL AMOUNT OF THE COUNCIL OF EUROPE FUNDING

1. The total amount to be paid by the Council of Europe to the Grantee or the Lead Grantee in the case of a consortium may not exceed the maximum funding established under Article 1.1 of this Agreement even if the overall payments exceed the estimated total budget set out in APPENDIX II.

2. The Grantee or the Grantees accept that the funding by the Council of Europe shall be limited to the amount required to balance receipts and payments of the Action, as reflected in the estimated total budget set out in APPENDIX II, and that it may not in any circumstances result in a surplus for the Grantee or the Grantees. The Council of Europe's undertaking to pay its funding shall apply only for expenditure qualifying as eligible costs. After receipt of the reports (see Article 2.4.3 g) and h)) and assessment of the eligibility of costs, the Grantee or the Lead Grantee in the case of a consortium will be notified of the amount due. If the balance is positive, it will be paid to the Grantee or the Lead Grantee in the case of a consortium. If the balance is negative, it will be recovered from the Grantee or the Lead Grantee in the case of a consortium.

3. In cases where the Action is suspended or not completed within the implementation period of this Agreement, the funds that remain unspent after all liabilities incurred in this period have been satisfied, including any interest earned, will be promptly reimbursed to the Council of Europe.

4. Where the Action is not carried out at all, or is not carried out properly, in full or on time, and without prejudice to its right to terminate this Agreement pursuant to Article 17, the Council of Europe may, after allowing the Grantee or the Lead Grantee in the case of a consortium to submit its observations, reduce the funding *pro rata* to take account of the part of the Action that has not been carried out on the terms laid down in this Agreement. In the event that the final award shall be less than the total of the initial payment and any further payments made at the time of the decision to reduce the amount, the Council of Europe shall be entitled to restitution of the difference within a reasonable time.

5. In the event that funds paid under this Agreement must be reimbursed to the Council of Europe due to reduction of the award or termination of the Agreement. The Lead Grantee is fully liable for repaying debts of the consortium (under the Agreement), even if it has not been the final recipient of those amounts. In addition, the Grantees (including the Lead Grantee) are jointly and severally liable for repaying any debts under the Agreement — up to the maximum contribution indicated, for each Grantee, in the estimated budget.

6. Any dispute shall be submitted to arbitration pursuant to Article 21 and any costs related to recovery will be borne by the Grantee or by the Lead Grantee in the case of a consortium.

ARTICLE 15 – SUSPENSION

The Council of Europe may suspend this Agreement if exceptional circumstances so require. The Council will notify the Grantee or the Lead Grantee in the case of a consortium of its intention to suspend and invite the Grantee to submit its observations within 10 (ten) working days.

ARTICLE 16 – AMENDMENTS

1. Unless otherwise provided in this Agreement, the provisions of this Agreement may be amended only by written agreement between the Parties.

2. By derogation from Article 16.1, when an amendment to the provisional budget does not affect the basic purpose of the Action, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation of 25% or less of the amount originally entered (or as amended by a written rider) in relation to each concerned heading, the Grantee or the Lead Grantee in the case of a consortium may unilaterally amend the provisional budget and shall inform the Council accordingly in writing, at the latest in the next reporting phase.

ARTICLE 17 – TERMINATION

1. The Council of Europe reserves the right to terminate this Agreement and the Grantee/Lead Grantee undertakes to repay promptly following termination the funding paid in the following cases:

a) if the Grantee or the Grantees fail to use the funding for the purpose of the Action; or

b) if the Grantee or the Grantees fail to explain in detail how the funding was used for the Action; or

c) if the Grantee or the Grantees fail to submit the required documents by the due date; or

d) if the Grantee or the Grantees fail to fulfil any of the terms of this Agreement;

e) in cases covered by Article 6.2.

2. The Council of Europe will notify the Grantee or the Lead Grantee in the case of a consortium of its intention to terminate and invite the Grantee/Lead Grantee to submit its observations within 10 (ten) working days of receipt of such notification.

ARTICLE 18 – CASE OF FORCE MAJEURE

1. In the event of force majeure, the Parties shall be relieved of their obligations under this Agreement without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the Council to cancel the funding.

2. In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 5 (five) days.

ARTICLE 19 – DISCLOSURE OF THE TERMS OF THE AGREEMENT

1. The Grantee or the Grantees are informed and give an authorisation of disclosure of all relevant terms of the Agreement, including identity and application, for the purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions.

2. The Grantee or the Grantees authorise the publication, in any form and medium, including the websites of the Council of Europe or its donors, of the title of the Agreement, the nature and purpose of the Agreement, name and locality of the Grantee or the Grantees and amount of the Agreement for the purpose of meeting the publication and transparency requirements of the Council of Europe or its donors.

ARTICLE 20 – INTERPRETATION AND APPLICABLE LAW

1. The provisions of this agreement shall take precedence over its Appendices.

2. Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to the Council of Europe by its statutory documents or by international law.

3. The Agreement is governed by the applicable Rules and Regulations of the Council of Europe.

ARTICLE 21 – DISPUTES

1. Any dispute regarding this Agreement shall - failing a friendly settlement between the Parties - be submitted to arbitration in accordance with Rule No. 481 of 27 February 1976 issued by the Secretary General as provided in Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe.

2. The Arbitration Board shall be composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.

3. Alternatively, the Parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or, failing such agreement, by the President of the Tribunal de Grande Instrance of Strasbourg.

4. The Board referred to in paragraph 2 of this Article or, where appropriate, the arbitrator referred to in paragraph 3 of this Article, shall determine the procedure to be followed.

5. If the Parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide *ex aequo et bono* having regard to the general principles of law and to commercial usage.

6. The arbitral decision shall be binding upon the Parties and there shall be no appeal from it.

* * *

Done in two copies,

For the Council of Europe		For the Grantee	
Erlend FALCH Deputy Head of the Council of Europe Office in Ukraine		Serhiy NADAL Mayor of Ternopil	
Place ►	Kyiv, Ukraine	Place ►	Ternopil
Date ►	8 February 2024	Date ►	January 30, 2024