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**ERV2**

**Service contract for the expenditure and revenue verification  
applicable to Grant Contracts financed by   
the South-East Finland - Russia CBC 2014-2020 Programme**

IDENTIFICATION FICHE

|  |  |
| --- | --- |
| Name of the project | <type here the full name of the project> |
| Project acronym | <type here the acronym of the project> |
| Project ID | <type here the project id> |

BENEFICIARY

|  |  |
| --- | --- |
| Organisation legal name | <type here the official legal name of the organisation> |
| Organisation e-mail | <type here the e-mail address of the organisation> |
| Postal address | <type here the official postal address of the organisation> |
| Country | <type here the country of the organisation> |
| Registration number or Business ID | <type here the registration number of business id of the organisation> |

of the one part, and

AUDITOR

|  |  |
| --- | --- |
| Organisation legal name | <type here the official legal name of the organisation> |
| Organisation e-mail | <type here the e-mail address of the organisation> |
| Postal address | <type here the official postal address of the organisation> |
| Country | <type here the country of the organisation> |
| Registration number or Business ID | <type here the registration number of business id of the organisation> |

of the other part,

have agreed as follows:

**Article 1. Subject**

1.1 The subject of this Contract is the individual expenditure and revenue verification of the above-mentioned Grant Contract identification number <type here the contract number>.

1.2 The Auditor shall execute the tasks assigned to him in accordance with the procedures and templates indicated in this Contract or any update issued by the Managing Authority.

**Article 2. Contract value**

The value of the contract is <mark the currency> <mark the amount>.

**Article 3. Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

* the Grant Contract and its annexes including ERV1 Expenditure and Revenue Verification procedure;
* the Partnership Agreement(s);
* ERV2 Service contract for the expenditure and revenue verification
* ERV3 Expenditure and revenue verification report
* ERV4 Checklist for the expenditure and revenue verification
* ERV5 List of factual findings
* ERV6 Report on suspected fraud and/or established fraud

The various documents making up the contract shall be deemed mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

**Article 4. Language of the contract**

The language of the contract and of all written communications, including reports, between the Auditor and the Beneficiary shall be English.

**Article 5. Communications**

<type here the contact persons of the beneficiary and the auditor and their contact information>.

**Article 6. Implementation of the tasks and delays**

6.1The start date for implementation shall be agreed between the parties within each reporting period.

6.2 The period for delivery of the reports to the Beneficiary is <calendar days> from submission of each financial report by the Beneficiary.

**Article 7. Responsibilities**

7.1 The Beneficiary is responsible for providing the Financial Report, as well as giving access to its accounting, supporting documents and project documentation and physical investments to the Auditor, so that the procedures described in ERV1 and ERV4 can take place in due time and without restrictions.

7.2 The Auditor is responsible for performing the agreed-upon procedures described in ERV1 and ERV4 with due care and full respect of the Code of Ethics therein indicated, as well as submitting the reports to the Beneficiary. Additionally, the Auditor shall submit the ad hoc report directly to the Managing Authority in case of fraud. The Auditor will attend the specific trainings and meetings for Auditors organized by the competent Programme bodies. The Managing Authority may request the termination of the auditors not attending to these events.

**Article 8. Reports**

8.1 The Auditor shall submit the documents of the expenditure and revenue verification reports to the Beneficiary, following the templates and procedures established in the documents mentioned in article 3.

8.2 In case of identification of suspected and/or established fraud, the Auditor shall submit the report “ERV6 Report on suspected fraud and/or established fraud” without delay directly to the Managing Authority indicated in the grant contract. This report shall not be submitted to the Beneficiary.

**Article 9. Approval of the reports**

9.1 The Lead Partner has a responsibility to collect individual reports from the Partners. The financial reports from the project partners and the expenditure and revenue verification reports shall be revised by the Managing Authority after submission by the Lead Partner.

9.2 Should the Managing Authority have any doubt concerning the findings indicated in the expenditure and revenue verification report, the Auditor will receive a request for clarification via the Lead Partner/Partner, which will be answered in a maximum of 14 calendar days.

**Article 10. Quality control by the programme bodies**

10.1 The Managing Authority or the Control Contact Points may carry out quality control of the work carried out, including the examination of the working papers, at any moment during the execution period of the grant contract.

10.2 As a result of the quality control, the Managing Authority may request to the Beneficiary the early termination of the contract with the auditors. Such termination shall be free of charge for the Beneficiary.

10.3 As a result of the quality control the Managing Authority may exclude the Auditor from any work in the Programme for any project during a period of time.

**Article 11. Payment**

Payments shall be made in accordance with the following the option:

<type here the payment procedure>

**Article 12. Settlement of disputes and applicable law**

12.1 Any disputes arising out of or relating to this Contract, which cannot be settled amicably shall be referred to the exclusive jurisdiction ofthe courts of location of the Beneficiary.

12.2 This contract shall be governed by the law of the country of the Beneficiary.

**Article 13. Data Protection**

13.1 Any personal data included in the contract shall be processed pursuant to Regulations of the European Parliament and of the Council

* (EU) 2018/1725 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data (repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC), and
* (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing personal data and the free movement of such data.

The data shall be processes solely for the purposes of the performance, management and monitoring of the contract by the Beneficiary without prejudice to possible transmission to the bodies charged with monitoring or inspection in application of EU law. The Contractor shall have the right to access his/her personal data and to rectify any such data.

13.2 The data shall be confidential within the meaning of Regulations (EU) No 2018/1725 and (EU) 2016/679. The Auditor shall limit access to the data to staff strictly needed to perform, manage and monitor the contract.

13.3 The Auditor undertakes to adopt technical and organisational security measures to address the risks inherent in processing and in the nature of the personal data concerned.

**Article 14. Further additional clauses**

<add here any other relevant clauses>

Done in English in two originals

Place and date <place and dd/month/year>

**For the Contractor For the Beneficiary**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |
| Signature: |  | Signature: |  |