محطة الفنار
صادر في 26/10/14 رقم 811

Interreg NEXT MED Programme

Annex 2:

Template of Contract between Partner and Controller for Management Verifications

محطة الفنار
صادر في 8.7.1 رقم 1.4.1.1.0/26

SERVICE CONTRACT FOR THE MANAGEMENT VERIFICATIONS of a Grant Contract under the Interreg NEXT MED PROGRAMME

A_T_2. 3_0285 – MAENA

LARI- PPO3 (PP4 on JEMS)

Lebanese Agricultural Research Institute- PPO3 (PP4 on JEMS)
140403
Lebanon, Bekaa, Zahle, Tal Amara, PO.Box 287
('the Partner'),
of the one part,
and
Abousleiman & Co. (انطون ابو سليمان و شركائهم)
1171105
راس بيروت – الحمرا – طلعة البريستول – عيتاني مبنى الداعوق – الطابق السابع
1171105-601
('the Controller')
of the other part,

have agreed as follows:

Article 1. Subject

1.1 The subject of this Contract is the management verification of the above-mentioned contract done in LARI, Tal Amara with identification number <**811**> ('the service').

1.2 The Controller shall execute the tasks assigned to him in accordance with the **Methodology for risk-based management verifications** and the **Guide for control and its annexes** issued by the Managing Authority or any update issued by the Managing Authority as well as any indication issued by the related National Authority/National Controller/Control contact Point.

Article 2. Contract value and duration

2.1 The contract value is **<USD > <10000>.**

2.2 The duration of the contract is **<3 Years>.** The contract duration may be extended in duly justified cases (i.e. postponement of the implementation period granted by the MA).

The start date for implementation shall be < the day following that on which the last of the two Parties signs the contract >.

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 (which include the Partnership Agreement between the Lead Partner and the Partner);
- Methodology for risk-based management verifications;
- Guide for control of the MA with the description of the procedure and its annexes;

The Control Report and checklist shall be prepared/uploaded in the Joint electronic monitoring system (Jems), following the template provided by the MA.

The various documents making up the contract shall be deemed to be 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 between the Controller and the Partner shall be English.

The control report shall be elaborated in the language of the Project (English or French) or of the partner (as the case may be).

Article 5. Communications

For the partner: Lebanese Agricultural Research Institute LARI Legal, Representative, PGD Dr. Jad CHAAYA: lari@lari.gov.lb, Tel: +9618900037/47, Financial manager: Khouloud GHRAIZI, khouloud.ghraizi@yahoo.com, Tel +96171374138. For the controller: Abousleiman & Co. represented by Mr. Jihad Hamaty: j.hamaty@abousleimangroup.com, Tel: +96176167766. Communication procedure to be used by the parties: Emails, official documentation, WhatsApp and telephone calls.

Article 6. Implementation of the tasks

6.1 The Partner has to submit the Interim/Final reports and the related supporting documents to the Controller through JEMS for verification in 15 (*suggested timing*) days from the end of the reporting period.

6.4 The period for delivery of the reports by the Controller to the Partner is 30 (*suggested timing*) days from submission of each report by the Partner.

6.5 All references to days in this Contract are to calendar days, unless otherwise specifically stated.

Article 7. Responsibilities

7.1 The Partner is responsible for filling in the Financial Report, as well as giving access to its accounting, uploading supporting documents, providing project documentation and access to tangible assets to the Controller, so that the procedures described in the Methodology for risk-based management verifications and in the Guide for controls of the Programme can take place in due time and without restrictions.

7.2 The Partner is responsible for Notifying in written the controller as regards the submission of Interim/Final reports for control, on the day of report submission.

7.3 The Controller is responsible for performing the procedures described in the Methodology for risk-based management verifications and in Section 5 of the Guide for control of the Managing Authority and in Chapter 8 of the Project Implementation Manual with due care, as well as submitting the reports to the Partner.

In this respect the factual information contained in the Interim/final Report has to be examined and compared with the terms and conditions of the Grant Contract.

7.4 The Controller shall perform the verification of the expenditures according to the Methodology for risk-based management verifications, using the information uploaded by the Partner in the Programme Joint electronic monitoring system (Jems). To this end, the controller shall create a Jems account.

7.5 The Controller documents matters which are important in providing evidence to support the control report and evidence that the work was carried out.

7.6 The Controller will attend the specific trainings and meetings for Controllers organized by the competent Programme bodies. The Managing Authority may request the termination of the Controllers' contract, in case of the Controller not attending these events.

7.7 The Controller must provide the clarifications requested by the management structures of the Programme, until the final payment at project level made by the Managing Authority.

Article 8. Reports

8.1 The Controller shall submit to the Partner the control report, the control certificate and checklists following the templates and procedures established in Jems and the Guide for controls.

8.2 In case of identification of suspected fraud or corruption, the Controller shall submit the Report on suspected fraud or corruption (Annex 6) without delay directly to the National Authority of the respective country and to the Managing Authority. This report shall not be submitted to the Partner.

Article 9. Ethics

9.1 The controllers should fill in, sign and upload in Jems the declaration of independence and confidentiality attached hereto.

Article 10. Quality control by the Programme bodies[1]

10.1 The Managing Authority, the Joint Secretariat or the National Controllers may carry out quality control of the work carried out, including the examination of the working documents and files, during the execution period of the grant contract.

10.2 Should the Managing Authority, the Joint Secretariat or the National Controllers/CCPs have any doubt concerning the findings indicated in the control report, the Controller will receive a request for clarification via the Partner, which will be answered in the deadline stipulated by the MA/JS/NC/CCP.

Article 11. Administrative penalty clauses

11.1 In case the Controller committed substantial errors, leading to the significant amount of irregularities or fraud detected by the Programme authorities or the European Commission, or has not complied with the Programme procedures, or has made false declarations in supplying required information at the moment of the submission of the

[1] Quality control meaning checking if the work of the controllers complies with the provisions of the Methodology for risk-based management verifications and of the Guide for control.

control reports, or has failed to supply such report in time or has been found in serious breach of its obligations under the Contract.

11.2 Moreover the Controller shall take notice that in the cases described above, additional administrative penalties may apply as follows:

- the National Controller (NC) or CCP in the country in which the Controller is operating may exclude the Controller from management verifications for any project funded under the INTERREG NEXT MED Programme, according to the national legislation and/or
- the National Authority or the Managing Authority reserve the right to ask the NC/CCP in the country in which the Controller is operating to exclude the Controller from management verifications for any project funded under the INTERREG NEXT MED Programme, and/or
- the Managing Authority may request to the Partner the early termination of the contract with the Controller. Such termination shall be free of charge for the Partner.

Article 12. Payment

12.1 Payments shall be made in several tranches.

Report	[USD]
1	<15% of the contract value>
2	<15 % of the contract value>
3	<15% of the contract value>
4	<15% of the contract value>
5	<15% of the contract value>
Final report	<25 % of the contract value>
	<10000 USD>

The total amount of the contract is specified in article 2 of this contract.

Article 13. Settlement of disputes and applicable law

13.1 Any disputes arising out of or relating to this Contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of location of the Partner.

13.2 This contract shall be governed by the law of the country of the Partner.

Article 14. Data Protection

14.1 Any personal data included in the contract shall be processed pursuant to the General Data Protection Regulation (Regulation (EU) 2016/679) of the European Parliament and the Council.

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

14.2 The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Controller shall limit access to the data to staff strictly needed to perform, manage and monitor the contract.

14.3 The Controller undertakes to adopt technical and organizational security measures to address the risks inherent in processing and in the nature of the personal data concerned and limit access to the data to staff strictly needed to perform, manage and monitor this contract.

Article 15. Further additional clauses

Done at LARI in two originals, on the <14 October 2026>

For the Controller

Name: Abousleiman & Co.
(انطون ابو سليمان و شركائهم)
Title: Auditor

Signature:

Date: 14 October 2026

For the Partner

Name: Dr. Jad CHAAYA

Title: PGD / Legal Representative

Signature:

Date: 14 October 2026

LEBANESE REPUBLIC
Agricultural Research Institute

DECLARATION OF INDEPENDENCE AND CONFIDENTIALITY FOR CONTROLLERS

[Indicative model, containing the minimum mandatory requirements]

Project title and acronym:	MAENA
Project ID in Jems:	
Report no.:	
Name of the Partner:	Lebanese Agricultural Research Institute – LARI) – PPO3

I, the undersigned Abousleiman & Co. (انطون ابو سليمان و شركائهم), designated as Controller under the Interreg NEXT MED Programme, declare on my own responsibility and in the limit of the information held, under the sanction of false statements, that **I am NOT** in any of the situations described below, with regard to the above-mentioned project and Partner:

- I have been involved in the elaboration of the application form/related studies (opportunity, feasibility, etc.), its evaluation, before or after obtaining financing, or during project implementation;
- I hold social parts, interest parts, or shares of the subscribed capital of the Partner/associate/other projects Partner/companies providing services (excepting expenditure verification related services)/goods/works that were involved in the elaboration/ execution process of the application form, before or after obtaining financing, or during project implementation;
- I am part of the managing board/management or supervision body of the Partner/associate/other projects Partner/companies providing services (excepting expenditure verification related services)/goods/works that were involved in the elaboration/ execution process of the application form, before or after obtaining financing, or during project implementation;
- I am the spouse, relative, or in-law, up to the second degree inclusively, of persons that are part of the managing board/management or supervision bodies, or that hold

social parts, interest parts or shares of the subscribed capital of the Partner/ associate/ other projects Partner;

- I am the legal representative/ employee of the Partner/ associate/ other projects Partner;
- I am the spouse, relative, or in-law, up to the second degree inclusively, of an employee, or of the legal representative of Partner/associate/ other projects Partner;
- The impartial and objective exercise of the verifications may be adversely affected by reasons involving family, emotional life, political or national affinity, economic interest or any other personal direct or indirect interest;
- I can have any kind of interest which could influence my independence/ the objective fulfilling of attributions I have within the verification process.

At the same time, I commit myself to keep confidentiality of the verified documents, as a whole and by components, as well as on other information presented by the Partner that I will take contact with during verification, whose disclosure may impair the right of the Partner to protect its intellectual property and/or commercial secrets.

In case I will identify a situation of conflict of interest after signing the present declaration, I commit myself to immediately update the declaration accordingly.

Signature	
Date	14.11.2026