

# EUROPEAN UNION DELEGATION AGREEMENT

FED/2015/356-092  
(the "Agreement")

The European Union, represented by the European Commission, (the 'Contracting Authority') of the one part, and

United Nations Development Programme (UNDP)  
International Organisation,  
One UN Plaza,  
New York,  
NY 10017, USA,  
hereinafter the 'Organisation'

of the other part, (individually a "Party" and collectively the 'Parties') have agreed as follows:

## SPECIAL CONDITIONS

### Article 1 - Purpose

- 1.1 This Agreement defines the activities entrusted to the Organisation for the implementation of the Action "Projet d'Appui au Cycle Electoral 2015" as described in Annex I (the "Action") consisting in Budget Implementation Tasks and may also include other tasks clearly identified. This Agreement lays down the rules for implementation, for the payment of the EU contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 This Agreement consists of these special conditions (the "Special Conditions") and their annexes.
- 1.3
  - a) In the performance of the activities, the Organisation shall apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillars assessment. In case the pillar assessment raised some reservations the Organisation shall comply with the ad hoc measures stated in Article 7.<sup>1</sup>
  - b) The Organisation shall apply its own rules for grant award procedure, as assessed in the ex-ante pillars assessment and its own procurement procedures, as assessed in the ex-ante pillars assessment<sup>2</sup>.
  - c) The Organisation shall perform the activities to be implemented under the Agreement in accordance with the principles of Sound Financial Management, transparency and non-discrimination, applying its positively assessed Regulations and Rules.
  - d) The Organisation is free to use any Regulations and Rules which have not been subject to the ex-ante pillar assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement.
- 1.4 The Action is a Multi-Donor Action<sup>3</sup>.
- 1.5 This Agreement is subject to the provisions of the Financial and Administrative Agreement Framework (FAFA) signed between the United Nations and the European Union on 29 April 2003 and amended on 28 February 2014.
- 1.6 The Action is an EU External Action.
- 1.7 Under this Agreement the Organisation may not delegate activities. The General Conditions on Sub-delegation shall not apply.

<sup>1</sup> Conclusions of the pillar assessment should be considered and required measures, if any, should be included in Article 7.

<sup>2</sup> The Organisation shall apply the Contracting Authority rules for grant and/or procurement procedures when the pillars assessment has so determined.

<sup>3</sup> Multi donor Action is any action where EU funds are pooled with at least one other donor, including those cases where the Organisation and the EU are the only two donors. Parallel co-financing is not considered Multi donor Action.

## Article 2 - Entry into Force, Execution Period, Implementation Period and Contracting Deadline

### Entry Into Force

2.1 The Agreement shall enter into force on the date when the last of the two Parties signs.

### Execution Period

2.2 The Execution Period of this Agreement shall start at the entry into force of this Agreement as provided for in Article 2.1. The end of the execution period shall be the End Date referred to in Article 13.5 of Annex II.

### Implementation Period

2.3 The Implementation Period of the Agreement (the "Implementation Period") shall commence on: 03th June 2014.

2.4 The Implementation Period of the Agreement as laid down in Annex I is 19 months. Upon adequate justification either Party may request the extension of the Implementation Period in accordance with Article 11 of Annex II.

### Contracting Deadline

2.5. Individual Procurement and Grant contracts implementing this Agreement shall be signed by the Organisation (or the Sub-delegatees) no later than 19 months from the date of entry into force of this Agreement.

## Article 3 - Financing the Action

3.1 The total cost of the Action<sup>4</sup> is estimated at EUR 23,853,887.-. The Contracting Authority undertakes to provide EU contribution<sup>5</sup> up to a maximum of EUR 7,700,000.-. The final amount will be established in accordance with Articles 15 to 18 of Annex II.

### 3.2 **Remuneration**

The remuneration of the Organisation (or the Sub-delegatees) by the Contracting Authority for the implementation of the activities entrusted under this Agreement shall be 7% of the final amount of accepted expenditure of the Action and is included in the EU contribution mentioned in article 3.1.

3.3 Interest generated on pre-financing shall not be due.

3.4 A reserve for contingencies and/or possible fluctuations in exchange rates not exceeding 5% of the acceptable expenditure may be included in Annex III, to allow for adjustments necessary in the light of unforeseeable changes of circumstances on the ground. It can be used only with the prior written authorisation of the Contracting Authority, upon a duly justified request from the Organisation.

## Article 4 - Narrative and Financial Reporting and Payment Arrangement

4.1 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:<sup>6</sup>

First pre-financing instalment.....	EUR 6,160,000.-
Second pre-financing instalment.....	EUR 1,232,000.-
Forecast balance <sup>7</sup> .....	EUR 308,000.-

<sup>4</sup> This amount is introduced only for indicative purposes. It is an estimation and its evolution does not condition the EU contribution.

<sup>5</sup> Where the contribution is financed by the European Development Fund, mentions of EU contribution must be read as referring to European Development Fund financing.

<sup>6</sup> The Parties have to agree on a pre-financing rate (80%-see FAFA). The determination of the amount of the first pre-financing corresponds to 80% of the part of the forecast budget for the first 12-month period of the Action which is being financed by the EU. If necessary, each further instalment of pre-financing will consist of (1) where applicable, the remaining part of the budget financed by the EU for the previous period and (2) a new pre-financing of a percentage from 80% of the part of the forecast budget for the subsequent 12-month period (or of the remaining period if shorter as regard to the last instalment of pre-financing) which is being financed by the EU (excluding contingencies). These are the amounts to be released upon legal commitment of 70% of the immediately preceding instalment. Unless there is an amendment to the budget, only the final payment may require re-calculation. Flat rate remuneration is claimed as a percentage in every instalment and not as a lump sum at the end.

## Article 5 – Communication language and contacts

- 5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in French or English. If requested by the Contracting Authority they shall be accompanied by a translation or a summary in English or French where the language of the Agreement is not English or French.
- 5.2 Any communication relating to the Agreement shall be in writing, shall state the number and/or title of the Action, and shall use the following addresses below.
- 5.3 Any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

Commission européenne

Délégation de l'Union européenne auprès de la République du Burundi

Building Old East, Place de l'Indépendance

Bujumbura BP 103

Burundi

For the attention of the head of Economic and Governance Section with copy to the Financial Contractual and Audit Section, including address

For the Organisation:

Programme des Nations Unies pour le Développement (PNUD)

Chaussée d'Uvira (Route Gatumba), Quartier industriel

Bujumbura BP 1490

Burundi

- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be:
- Office of Audit and Investigations  
Head of Investigations Section  
United Nations Development Programme  
220 East 42<sup>nd</sup> Street, 23<sup>rd</sup> Floor  
New York, NY 10017 USA
- 5.6 All communications to the Contracting Authority concerning the Central Exclusion Database shall be submitted by the Organisation to:

The European Commission at the address stated in Article 5.3

## Article 6 - Annexes

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:
- Annex I: Description of the Action (see section 9) – in French
- Annex II: General Conditions applicable to Delegation Agreements or PA Grant Agreements (Part III on PA Grant Agreements does not apply)
- Annex III: Budget for the Action – in French

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<sup>7</sup> The forecast balance (final payment), if any, is the difference between the total amount of the EU contribution and the sum of the previous instalments

- Annex IV: Financial Identification Form<sup>8</sup>
- Annex V: Standard Request for Payment
- Annex VI: Communication and Visibility Plan<sup>9</sup>
- Annex VII: Management Declaration template

6.2. In the event of a conflict between the present Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II (General Conditions) and those of the other Annexes, the provisions of Annex II shall take precedence.

#### **Article 7 – Additional specific conditions applying to the Action**

7.1. Where the implementation of the Action requires the setting up or the use of local infrastructure in the partner country (field office) and whenever the related costs thereof feature in the approved detailed budget, as revised from time to time, by the "Comité de Pilotage", the Organisation may declare as acceptable expenditure the capitalised and operating costs of local infrastructure if all the following conditions are fulfilled:

- a) They comply with the acceptability criteria referred to in Article 18.1 of the General Conditions;
- b) They fall within one of the following categories:
  - i) costs of staff, including administrative and support staff, directly assigned to the operations of local infrastructure;
  - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of local infrastructure;
  - iii) depreciation costs, rental costs or lease of equipment and assets composing local infrastructure;
  - iv) costs of maintenance and repair contracts specifically awarded for the operations of local infrastructure;
  - v) costs of consumables and supplies specifically purchased for the operations of local infrastructure;
  - vi) costs of IT and telecommunication services specifically purchased for the operations of local infrastructure;
  - vii) costs of energy and water specifically supplied for the operations of local infrastructure;
  - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of local infrastructure;
- c) The Organisation declares as acceptable expenditure only the portion of the capitalised and operating costs of local infrastructure which corresponds to the duration of the Action and
  - i) the rate of actual use of local infrastructure for the purposes of the Action; or
  - ii) the rate of use of local infrastructure for the purposes of the Action, determined by the Organisation on the basis of a simplified allocation method, provided that the allocation method is:
    - compliant with the Organisation's usual accounting and management practices and applied in a consistent manner regardless of the source of funding, and
    - based on an objective, fair and reliable allocation key.

<sup>8</sup> Where payment is to be made to a bank account which is already known to the Contracting Authority, the Organisation may provide a copy of the relevant financial identification form: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)  
If required, the Organisation shall provide a copy of the Legal Entity File:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

<sup>9</sup> The Communication and Visibility plan describes the measures to acknowledge that the Action receives EU funding.

Done in Bujumbura in three originals in the English language, two for the Contracting Authority and one for the Organisation.

**For the Organisation**

Name *AROSTINTHO ZAKARIAS*  
Position *REPRESENTANT RESIDENT*  
Signature *[Handwritten Signature]*  
Date *25/02/15*

*P.O.*

**For the Contracting Authority**

Name  
Position  
Signature  
Date

