

**EUROPEAN UNION CONTRIBUTION AGREEMENT
WITH AN INTERNATIONAL ORGANISATION**

2012 / 295-661

(the "Agreement")

The European Union, represented by the European Commission, (the "Contracting Authority")

of the one part,

and

United Nations Development Programme - UNDP, with its Head office at One United Nations Plaza, 10017 New York, United States, represented for the purpose of this agreement by its Country Office in Belize located at 3rd Floor Lawrence Nicholas Building, South Ring Road; Belmopan City, Belize, (the "Organisation")

of the other part,

(Individually a "Party" and collectively the "Parties"), have agreed as follows:

Special Conditions

Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: Enhancing Belize's resilience to adapt to the effects of climate change (the "Action") as described in Annex I.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions of the Financial and Administrative Framework Agreement between the European Community and the United Nations and consists of these special conditions (the "Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.
- 1(4) The Action is a Joint Management Action for all purposes of this Agreement.
- 1(5) The Action is a Multi-donor Action for all purposes of this Agreement.

Article 2 – Entry into force, Implementation Period and Execution Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation period of this Agreement (the "Implementation Period") will begin on:
- the day following that on which the last of the two Parties signs
- 2(3) The Implementation Period, as laid down in Annex I, is 28 months.
- 2(4) The execution period of this Agreement shall start at the entry into force of this Agreement as provided for in Article 2(1) and shall end at the moment when final payment is paid by the Contracting Authority in accordance with Article 17 of Annex II or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 18 of Annex II. In cases where there is no final payment by the Contracting Authority or final repayment by the Organisation, the end of the execution period shall be the end date referred to in Article 12.5 of Annex II.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 3,170,746, as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 2,900,000, equivalent to 91.46% of the estimated total eligible cost specified in paragraph 1; the final amount will be established in accordance with Articles 14 and 17 of Annex II.
- 3(3) Pursuant to Article 14.4 of Annex II, 7 % of the final amount of direct eligible costs of the Action to be reimbursed by the Contracting Authority to the Organisation in accordance with Articles 14 and 17 of Annex II, may be claimed by the Organisation as indirect costs.
- 3(4) Pursuant to Article 14.3 of Annex II, the Regulation under which this Agreement is financed does not exclude financing of taxes/excludes financing of taxes, including VAT, in the case the Organisation can show it cannot reclaim.

Article 4 - Narrative and financial reporting and payment arrangements

- 4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15.1 of Annex II.
- 4(2) Payment will be made in accordance with Article 15 of Annex II; of the options referred to in Article 15.1, the following will apply:

Option 2

Pre-financing	EUR 1,134,907
Second installment	EUR 1,179,773
(subject to the provisions of Annex II)	
Third instalment	EUR 559,002
Forecast final payment	EUR 26,318
(subject to the provisions of Annex II)	

Article 5 - Contact addresses

Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use the following addresses

For the Contracting Authority:

Payment requests and attached reports, including requests for changes to bank account arrangements, and correspondence of any other nature shall be sent to:

European Union Technical Support Office
3358 Floral Park Street
Belmopan
Belize

For the Organisation:

United Nations Development Programme in Belize
Head office
3rd Floor Lawrence Nicholas Building
South Ring Road
Belmopan
Belize

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
- Annex II: General Conditions applicable to European Union contribution agreements with international organisations
- Annex III: Budget for the Action
- Annex IV: Financial identification form
- Annex V: Standard request for payment

6(2) In the event of a conflict between the provisions of 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 and those of the other annexes, the provisions of Annex II shall take precedence.

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

For the Organisation

Name RICHARD BARATHE

Position DRR

Signature 

Date 12/7/2012

For the Contracting Authority

Name H. Jenkinson

Position Chargée d'Affaires

Signature 

Date 11/7/2012