

**EUROPEAN UNION
DELEGATION AGREEMENT**

FED 2014 / 353-724 (the "Agreement")

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

United Nations Development Programme, International Organisation
With Headquarters at 1, United Nations 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 "*Appui au cycle électoral révisé 2011-2015*" 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.
 - 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.
 - 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.
- 1.5 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement between the European Union represented by the European Commission and the United Nations, signed on the 29/04/2003 and amended on the 26/02/2014.
- 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.

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:
- the 1st of November 2014
- 2.4 The Implementation Period of the Agreement as laid down in Annex I is 31 months¹. 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 no later than twenty four (24) months from the date of entry into force of this Agreement.

Article 3 - Financing the Action

- 3.1 The total cost of the Action² is estimated at 1 683 926.58 EUR. The Contracting Authority undertakes to provide EU contribution³ up to a maximum of à 1.256.434,05 EUR. The final amount will be established in accordance with Articles 15 to 18 of Annex II.
- 3.2 **Remuneration**
The remuneration of the Organisation 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.
- 3.3 Interest generated on pre-financing shall not be due.

Article 4 - Narrative and Financial Reporting and Payment Arrangement

- 4.1 Progress and Final reports shall be produced in support of payment requests pursuant to Articles 3 and 16 of Annex II.
- 4.2 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:

First pre-financing instalment EUR 437 725
Second pre-financing instalment EUR 437 725
Third pre-financing instalment EUR 255 341
Forecast balance 125 643.05 EUR

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. 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

Délégation de l'Union européenne en RDC

For the attention of

Section Gouvernance politique

14ème niveau, Immeuble BCDC

Boulevard du 30 juin, Kinshasa - Gombe - RDC

¹This period is subject to the signature of a Rider to the Financing Decision. At present, the deadline for activities execution is 27.05/2016.

²This amount is introduced only for indicative purposes. It is an estimation and its evolution does not condition the EU contribution.

³Where the contribution is financed by the European Development Fund, mentions of EU contribution must be read as referring to European Development Fund financing.

For the Organisation:

Programme des Nations Unies pour le développement
Bâtiment Losonia
Boulevard 30 juin. Kinshasa -Gombe – RDC

- 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
One United Nations Plaza, DC1 - 4th 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:

To the Contracting Authority 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
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
Annex IV: Financial Identification Form
Annex V: Standard Request for Payment
Annex VI: Communication and Visibility Plan
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. The following shall complement the General Conditions:
- 7.1.1. In addition to the reports set out in Article 3 of the General Conditions, the Organisation should act as a common information point for development partners supporting the electoral process through the Organisation. The Organisation shall take the responsibility for circulating information to the relevant partners as appropriate. The reports should include, but are not limited to the following: a) technical progress reports (quarterly) outlining progress of activities against the outcomes and performance indicators articulated in the TORs, and reflecting them within the wider context of electoral preparation and implementation, drawing attention to any key issues that would impact on elections calendar

implementation; b) notes and analysis produced by the Experts on the electoral process (timely, whenever relevant); c) adhoc brief notes following the political context, at the request of the EU; d) one page reports that could be used as a basis for joint press statements also to be reissued at Headquarters' levels whenever justified. The length of these reports is to be in line with their substance and may vary according to the context.

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

For the Organisation

Name **PRIMA GAJRAJ**

Position **Resident Representative**

Signature ²⁰¹¹ 

Date **27/5/15**

For the Contracting Authority

Name

Position

Signature 

Date

25 MAY 2015

Vincent G. DOWD
Chef de Coopération
SEAE / DUE en RDC