

EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

FED/2013/336-489

23.DEE.2012

(the "Agreement")

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

The United Nations Development Programme (UNDP) with its Head office at United Nations
Development Programme (UNDP), One United Nations Plaza, New York, NY10017, USA (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: *Project for Strengthening technical and functional skills of Supreme Audit Institutions (SAIs), National Parliaments and Civil Society for the control of public finances in the PALOP and Timor-Leste* (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 *Financial and Administrative Framework Agreement signed between the European Union and the United Nations 29 April 2003* and which consists of these special conditions (the "Special Conditions") and their annexes, including General Conditions.
- 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 not a Multi-donor Action for all purposes of this Agreement.

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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 36 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 of the payment of the balance 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.
- [2(5) Individual contracts implementing the activities under this Agreement shall be signed within 3 years from the date of entry into force of this Agreement.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 6,400,000 as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 6,400,000 equivalent to 100% 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) Interest yield by pre-financing payments is not due.
- 3(5) Taxes, duties and charges are not eligible.

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

First instalment

EUR 2,025,212

Second instalment

EUR 2,108,599

Third instalment

EUR 2,158,148

Forecast final payment

EUR 108,041

(all 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 shall be sent to:

European Commission

Delegation of the EU to Cape Verde

For the attention of Finance and Contracts *Section*

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

Delegation of the EU to Cape Verde

For the attention of *Operational Section*

For the Organisation:

United Nations Development Programme

United Nations House

Avenida OUA, PO Box 62

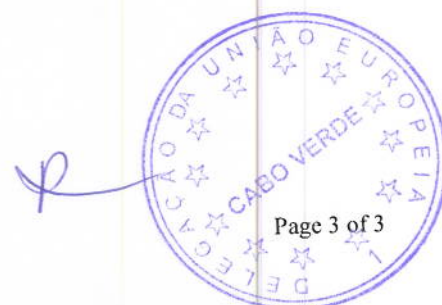
Praia, Cape Verde

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.



Article 7 - Additional specific conditions applying to the Action

7(1) The following additional conditions supplement the General Conditions:

[7(1)(1) Due to the complexity and scope of the Action, UNDP will provide additional narrative progress reports to the EU each 6 months.

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

For the UNDP :

Name: Ulrika Richardson-Golinski

Position: Resident Representative

Signature: 

Date: 23/12/2013

For the Contracting Authority:

Name: José Manuel Pinto
Teixeira

Position: Ambassador. Head of
Delegation

Signature: 

Date: 23.12.13

