

EUROPEAN COMMUNITY CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

DCI-FOOD/2009/212-025

The European Community, represented by the Commission of the European Communities, ("the Contracting Authority"), of the one part,

and

The United Nations Development Programme (UNDP) represented by its Brussels office ("the Organisation"), of the other part,

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: "Food Facility, EC- UNDP I, Cuba" ("the Action") as described in Annex 1.
- 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 signed with the UN (FAFA) and consists of these special conditions ("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.

Article 2 – Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation of this Agreement will begin on **1st of April 2009**.
- 2(3) The implementation period of this Agreement, as laid down in Annex I, is **30 months**.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at **EUR 11,700,000** as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of **EUR 11,700.000**, 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.

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:

First pre-financing	EUR 3,650,077
Forecast second instalment of pre-financing (subject to the provisions of Annex II)	EUR 5,750,567
Forecast third instalment of pre-financing (subject to the provisions of Annex II)	EUR 2,199,016
Forecast final payment (subject to the provisions of Annex II)	EUR 100,340

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 Organisation

The Director

UNDP- Brussels Office
Rue Montoyer 14
B-1000 Brussels
Belgium

For the Contracting Authority:

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

European Commission

EuropeAid Co-operation Office

For the attention of

Directorate F/Unit F4
Rue de la Loi 41
B-1049 Brussels
Belgium

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

European Commission

EuropeAid Co-operation Office

For the attention of

Directorate F/Unit F3
Rue de la Loi 41
B-1049 Brussels
Belgium

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 I bis: Endorsement letter from Ministry of External Trade and Foreign Investment, 28 May 09

Annex II: General Conditions applicable to European Community 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 Annexes and those of the Special Conditions, 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 - Other specific conditions applying to the Action

7(1) The following shall supplement the General Conditions:

7(1)(1) The signature of this Contribution Agreement is conditional to an assurance to be produced by the Organisation, that the Action, as described under Annex I is endorsed by the Government of Cuba. The letter providing this assurance is attached to the present agreement as Annex I bis.

7(1)(2) With regard to art.14 of General Conditions, where part of the Action is implemented in collaboration with other entities, any indirect costs of such other entities shall be covered by the maximum percentage of direct eligibility costs as set out in art. 14.4 of the General Conditions.

7(1)(3) The Organisation will consult the EC Delegation to Cuba , on the criteria for selection of beneficiaries of the action, as well as for visibility activities.

7(1)(4) Considering the spirit and letter of the Regulation "Food Facility", in implementing the Action, the Organisation will take all appropriate measures for:

- Associating closely the EC Delegation to Cuba to any policy dialogue led by the Organisation, deriving from or related to the Action in the Food Security/Agriculture sector;

- Providing regular and proper information, as required, on implementation progress. This information may be provided in the standard format of UNDP as available and per usual practice.

- Providing regular and proper information, as required, to relevant stakeholders in the countries concerned by the Action (public authorities, other donors, Non-State Actors) on implementation progress. This information provision could take any adequate form such as dedicated meetings or information bulletins or presentation in existing working group. The local EC Delegation should be associated to such meetings or presentation.

7(1)(5) The Organisation is informed that operational and financial management of the present agreement will involve at the same time the EC Delegation in Cuba and European Commission Headquarters.

7(1)(6) In accord with Article 7.3 of the General Conditions, the Organisation should provide to the Contracting Authority a proposal for the transfer of assets from the Action, three months before the implementation closure date for prior endorsement.

7(1)(7) Given the provisions and nature of the "Food Facility" Regulation , a final evaluation of the Action will be performed by the Contracting Authority in accordance with paragraph 1.4 of the Financial and Administrative Framework Agreement (FAFA).

7(2) The following derogation from the General Conditions shall apply:

7(2)(1) By derogation from Article 2.6 of the General Conditions the final report shall be forwarded to the Contracting Authority within 1 month of the end the implementation period of this Agreement as defined in Article 2 of the Special Conditions

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

For the Organisation

Name Antonio Vigilante

Position Director
UNDP Brussels

**PIERRE HARZÉ
DEPUTY DIRECTOR**

Signature

Date:

26 JUN 2009

For the Contracting Authority

Name Roberto Ridolfi

Position Head of Unit F3
EuropeAid

p.o. Louis Du BREIZ

Signature

Date:

25/6/2009