

# EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

Number 2013 / 333-946

(the "Agreement")

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

of the one part,

and

United Nations Development Program with its Head Office at **One United Nations Plaza**  
**New York, NY 10017 USA** ("the Organisation"),

(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: Support to the Constitution Review Implementation Committee (CRIC) (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, and 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 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 13 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) The terms of Article 11.2 of Annex II do not apply.

## **Article 3 - Financing the Action**

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 1,893,900, as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance<sup>1</sup> a maximum of EUR 100.000, 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.
- 3(4) VAT is 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:

Pre-financing	EUR 92.000
Forecast final payment	EUR 8.000

(subject to the provisions of Annex II)

## **Article 5 - Contact addresses**

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<sup>1</sup> Where the contribution is financed out of the European Development Fund, mentions of European Union financing must be read as referring to European Development Fund financing.

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:

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

Delegation of the European Union in Ghana  
P.O. Box 9505 KIA  
The Round House  
81 Cantonments Road  
Accra / GHANA

For the attention of the Head of Finance and Contracts Section

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

European Union

Delegation of the European Union in Ghana  
P.O. Box 9505 KIA  
The Round House  
81 Cantonments Road  
Accra / GHANA

For the attention of the Head of Cooperation

A copy of the reports referred to in Article 4(1) shall be sent to the National Authorising Officer, Ministry of Finance and Economic Planning, at the following address:

Mr. Ransford DANQUAH  
Head of ACP – EU Unit  
Ministry of Finance and Economic Planning email: [rasiedudanquah@yahoo.com](mailto:rasiedudanquah@yahoo.com)

For the Organisation:

The United Nations Development Programme - Ghana  
P.O. Box 1423  
# 7 Ring Road East, Near Fire Service HQ  
Accra , GHANA

For the attention of the UNDP Resident Representative to Ghana

**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 and logical framework

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

**For the Organisation**

**For the Contracting Authority**

Name Ruby Sandhu-Rojon

Name Claude Maerten

Position UNDP Resident Representative in Ghana

Position Head of the EU Delegation

Signature

Signature

Date

Date