

EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

[ACP GUB, AGREEMENT N°FED/2010/235-737]

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

of the one part,

and

the United Nations Development Programme, with its office registered at 1 United Nations Plaza, New York, 10017, N.Y. USA, represented by its Office in the Republic of Guinea Bissau, Codex 1011 BP 179 Bissau, Guinea Bissau ("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: Support to the Electoral Cycles 2010-2012 in the PALOP and Timor Leste ("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*" concluded on 29/04/2003 between the *European Community and the United Nations* 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.
- 1(5) The Action is not a Multi-donor 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 the day following that on which the last of the two parties signs.
- 2.3 The implementation period of this Agreement, as laid down in Annex I, is 35 (Thirty five) 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 6 100 000, as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum of EUR 6 100 000, *equivalent to 100% of the estimated total eligible cost specified in paragraph*; 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:

Option 2

First pre-financing	EUR 1 179 412,00
Second pre-financing	EUR 2 827 009,00
Third pre-financing	EUR 1 996 177,00
Forecast final payment	EUR 97 402,00

(subject to the provisions of Annex II)

- 4.3 In the event of a final surplus balance (of total financing over expenditures) at the financial closure of the project, the surplus balance in USD in the Organisation's accounts will be converted into Euro using the rate of exchange at the time when the refund is made and the resulting Euro equivalent will be refunded to the Contracting Authority.

In such event, the Organisation shall also:

- specify in the final report to be sent to the Contracting Authority the amount of surplus balance USD together with the amount in EUR ;
- inform the focal point for recoveries at the Commission of the exact amount to be transferred by the Organisation and of the date when such amount will be actually refunded to the Contracting Authority".

Article 5 - Contact addresses

Any communication and correspondence of any nature relating to this Agreement, including payment requests, attached reports and requests for changes of bank account, shall be made in writing, shall state the number and title of the Action, and shall use the following addresses exclusively:

For the Contracting Authority:

Delegation of the European Union to the Republic of Guinea Bissau
Bairro da Penha – CP 359 Apartado 1113 Bissau Codex Guiné-Bissau
Tel.: +245 25 1227/25 1071
Fax: +245 25 1044
Email: delegation-guinee-bissau@ec.europa.eu

For the Organisation:

United Nations Development Programme in Guinea Bissau
United Nations Building
B.P. 179, Bissau, Guinea Bissau
Tel.: +245 20 1348/1368/1071/1098
Fax: +245 201753
Email: registry.gw@undp.org

Article 6 - Annexes

6.1 The following six 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 Community contribution agreements with international organisations (18 pages).
- 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.

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

For the Organisation

Name Giuseppina Mazza
Position Resident Representative

Signature

Date

30/03/2010

For the Contracting Authority

Name Franco Nulli
Position Ambassador, Head of
European Union Delegation

Signature

Date

30/03/2010