

EUROPEAN UNION CONTRIBUTION AGREEMENT¹

DEVCOM/2021/428-321

(the "Agreement")

The European Union, represented by the European Commission (the “**Contracting Authority**”), first counterparty,

and

United Nations Development Programme (UNDP)
International Organisation
One UN Plaza
10017 – New York, USA,
hereinafter the “**Organisation**”,
second counterparty,

(individually a "Party" and collectively the “Parties”) have agreed as follows:

SPECIAL CONDITIONS

Article 1 - Purpose

- 1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action “*Action to support to the UNDP delivery of substantive country engagement /anchoring functions of the GPEDC JST to strengthen its provision of country-level evidence and information on development effectiveness*“ as described in Annex I (the “Action”). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 The Action is a Multi-Donor Action and the EU Contribution is not earmarked.
- 1.3 In the performance of the activities, the Organisation shall:
 - a) apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillar assessment.
 - b) apply its own procurement procedures, as assessed in the ex-ante pillar assessment and its own rules for the award of Grants, as assessed in the ex-ante pillar assessment.

The Organisation is free to use any Regulations and Rules which have not been subject to an 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 financed under the EU Budget.
- 1.5 The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.
- 1.6 This Agreement is subject to the provisions of Financial and Administrative Framework Agreement (FAFA) between the European Union and the United Nations signed on 29 April 2003 and as amended on 31 December 2018.

Article 2 - Entry into Force and Implementation Period

Entry into Force

2.1 The Agreement shall enter into force on the date when the last Party signs.

Implementation Period

2.2 The implementation period of the Agreement (the "Implementation Period") shall commence on: the day after the last Party signs.

2.3 The Implementation Period of the Agreement is 15 months.

Article 3 - Financing the Action

3.1 The total cost of the Action¹ is estimated at USD ("Currency of the Agreement") 1,235,102.00, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 300,000.00 which is estimated at USD 347,790² (the "EU Contribution").

The final amount will be established in accordance with Articles 18 to 20 of Annex II.

Remuneration

3.2 The remuneration of the Organisation by the Contracting Authority for the implementation of the activities to be implemented under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

Interest on pre-financing

3.3 Interest generated on pre-financing shall not be due.

Article 4 - Payment Arrangements and Reporting

4.1 The pre-financing rate is 100%.

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: USD 347,790

Forecast balance of the final amount of the EU Contribution, if any (subject to the provisions of Annex II): USD 0

The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.

¹ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU Contribution.

² This amount corresponds to the amount of the EU Contribution in the Currency of the Agreement at the InforEuro rate of the month of signature of this Agreement.

4.3 The Commission intends to progressively introduce an electronic exchange system for the e-management of contracts and agreements (the “System”). The Organisation will be required to register in and use the System to allow for the e-management of Contribution Agreements. The Commission will inform the Organisation in writing at least three months prior to the date of application of the individual components of the System.

As a first step, the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports.

As a second step, all documents related to this Agreement (including reports, payment requests and formal amendments as per Article 11.1 of Annex II) will have to be processed via the System.

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 English

5.2 Subject to Article 4.3, Any communication relating to the Agreement shall be in writing, shall state the Contracting Authority’s contract number and the title of the Action, and shall be dispatched to the addresses below.

5.3 Subject to Article 4.3, 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

European Commission
Directorate-General for International Partnerships (INTPA)
For the attention of Head of Unit R6 Finance and Contracts for Centralised Operations
Rue de la Loi, B-1049 Brussels - Belgium

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

European Commission
Directorate-General for International Partnerships (INTPA)
Head of Unit D1 “Effective Development Policy and Team Europe”
Rue de la Loi 41, B-1049 Brussels - Belgium

For the Organisation

United Nations Development Programme
Representation Office in Brussels
To the attention of the Director
37-40 Boulevard du Régent
1000 Brussels, Belgium
brussels.office@undp.org
Phone : +32 2 505 46 20

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 Investigation Section, United Nation Development Programme, One United Nations Plaza, DCI Building 4th Floor, New York, NY 10017, USA.

5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:

Faiza Effendi
Chief, Effectiveness Group
Bureau for Policy and Programme Support (BPPS)
United Nations Development Programme
Tel: +1-212-906-5430
faiza.effendi@undp.org
304 East 45th Street, FF-1651
New York, NY 10017, USA

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 (including the Logical Framework of the Action)
- Annex II: General Conditions for Contribution Agreements
- 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 these 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 shall supplement Annex II:

For costs of a project office:


7.1.1 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

- a) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;
- b) They fall within one of the following categories:
 - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
 - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
 - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
 - v) costs of consumables and supplies specifically purchased for the operations of the project office;
 - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
 - vii) costs of energy and water specifically supplied for the operations of the project office;
 - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;

- c) Where costs of the project office are declared as actual costs, the Organisation declares as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.
- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

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

For the Organisation

Name Camilla Bruckner
Position: Director, UN/UNDP Brussels Office
Signature 
Date 22-NOV-2021

For the Contracting Authority

Name: Fiona RAMSEY
Position: Acting Head of Unit
Signature: E-SIGNED
Date :

" Action to support to the UNDP delivery of substantive country engagement /anchoring functions of the GPEDC JST to strengthen its provision of country-level evidence and information on development effectiveness"

Annex 1: Description of the Action

Brief Description
<p>Achieving the Sustainable Development Goals (SDGs) in times of COVID-19 will require, now more than ever, scaling up <i>effective</i> development co-operation and partnerships across public, private, national and international stakeholders. The Global Partnership for Effective Development Cooperation (GPEDC or the Global Partnership) is a multi-stakeholder platform for driving development effectiveness efforts and implementation of the principles of effective development cooperation. Through its Work Programme (2020-2022) and in the lead up to the third High-Level Meeting (HLM3) planned for late 2022, the Global Partnership aims to renew commitment and momentum around development effectiveness by making a credible case for why investing in the quality and effectiveness of partnerships is a critical enabler for the 2030 Agenda and can help accelerate the implementation of the Sustainable Development Goals.</p> <p>The broad vision for HLM3 is that it will encourage Ministers and other high-level representatives to agree on how to do development better to deliver the 2030 Agenda. This will be based on insights from the Global Partnership’s initiative on Action Dialogues, as well as approaches and evidence emerging from the GPEDC 2020-22 Work Programme, with sight of a new monitoring proposal through which all involved actors will be held accountable for their actions.</p> <p>The Work Programme is implemented by multi-stakeholder groups organized in 10 thematic ‘Action Areas’, guided by the following three strategic priorities:</p> <ol style="list-style-type: none"> (1) Promoting development effectiveness to accelerate the implementation of the 2030 Agenda; (2) Building better partnerships; and (3) Leveraging monitoring for actions. <p>The Global Partnership Steering Committee also agreed to take a ‘whole of GPEDC approach’, underpinned by the following four ‘foundational’ elements’ in order to drive coherence across the Work Programme and ensure real impact on the ground.</p> <ul style="list-style-type: none"> • Anchoring effectiveness efforts at country level • Fostering Constituency Engagement • Promoting knowledge exchange and mainstreaming learning • Leveraging stakeholder-led political outreach and advocacy <p>The purpose of this Action is to support the UNDP’s role in providing, together with the OECD, the secretariat function – the Joint Support Team (JST) - for the GPEDC, hence assisting the GPEDC to consolidate political momentum for effectiveness, to strengthen the country-driven multi-stakeholder efforts for the implementation of the effectiveness principles and, thus, to accelerate the implementation of the 2030 Agenda, and progress towards achieving the SDGs. In addition, this Action will also support the effective functioning of the Action Area 1.1 working group on “demonstrating the impact of effectiveness”.</p> <p>This Action will also enable the successful implementation of the GPEDC 2020-2022 Work Programme and preparation of the 2022 GPEDC HLM. It will do so by enabling the UNDP to support partner countries to lead an Action Dialogue for Effective Development Cooperation, and deliver substantive content for knowledge sharing and learning, drawing on country-level</p>

findings from these Action Dialogues and country-level work delivered by the Action Areas, and jointly deliver, together with OECD, a substantive progress report that takes stock of global and country efforts to make development cooperation more effective.

The overall Objective of the Action is to:

- Contribute to strengthening the effectiveness of development co-operation partnerships and their impact in achieving progress towards the SDGs

This overall objective will be achieved through the delivery of the Specific Objectives of the Action:

- The GPEDC is recognized as an evidence-based and country-focused multi-stakeholder platform, driving multi-stakeholder efforts for making development co-operation and partnerships more effective at country level, with a refined monitoring framework and an increased number of countries leading country-led Action Dialogues.
- The GPEDC is strengthened as a leaning partnership with the increased availability and sharing of country-level evidence/examples of the implementation of the principles for effective development cooperation.
- The GPEDC generates sector/thematic level evidence for how multi-stakeholder effectiveness efforts contribute to achievement of SDGs.

The expected duration of the Action is 15 months. The full scope of the OECD/UNDP Joint Support team can be found [here](#), and the updated funding note as of July 2021 [here](#).

Expected results of this Action are summarised below:

- Increased number of countries undertaking comprehensive, multi-stakeholder Action Dialogues, that inform both the monitoring reform and HLM3, including the substantive progress report, prepared together with OECD that takes stock of global and country efforts to make development cooperation more effective.
- Increased availability and sharing of country stories of progress, experience and learning for how multi-stakeholder dialogue generates actions toward making development co-operation and partnerships effective, which increase the original country-level substantive contents for the GPEDC Knowledge Sharing Platform and the GPEDC website.
- Substantive inputs of the Action Area 1.1 for the HLM3 supported through facilitation of at least 3-4 countries who engage in the “Effectiveness to Impact initiative” of the Action Area, and support to the effective functioning of the Action Area 1.1. working group.

The Action will be implemented by the GPEDC UNDP JST project team, housed in the Bureau for Policy and Programme Support, in collaboration with the Bureau for External Relations and Advocacy, the OECD/JST Team as well as UNDP’s relevant in-house technical experts at HQ, regional and country levels, as needed. The UNDP Bureau for Policy and Programme Support will provide continuous quality control and technical oversight support to the implementation of the proposed activities.

1. Background

The [Global Partnership for Effective Development Cooperation](#) (*the Global Partnership*) is the primary multi-stakeholder vehicle for driving development effectiveness, bringing together a wide variety of development actors (development partners, governments, bilateral and multilateral organizations, civil society, the private sector, parliamentarians and representatives from trade unions, among others) to achieve greater effectiveness, quality and impact of all types of development co-operation efforts to realise the 2030 Agenda. Established as an outcome of the Fourth High-Level Forum on Aid Effectiveness in Busan (2011), the Global Partnership aims at maximizing the impacts of development co-operation for development results through demonstrating the value of multi-stakeholder actions and implementing the four shared [principles of effective development cooperation](#)¹ (*country ownership, inclusive partnership, focus on results, and transparency and mutual accountability*).

The Global Partnership launched its new [2020-2022 Work Programme](#) in May 2020. The Work Programme aims to **spur action around development effectiveness** and make a credible case for why investing in **the quality and effectiveness of partnerships** is a critical enabler for the 2030 Agenda and can help accelerate the implementation of the Sustainable Development Goals.

It is implemented by multi-stakeholder groups organized in 10 thematic ‘Action Areas’, guided by the following three strategic priorities:

1. Promoting development effectiveness to accelerate the implementation of the 2030 Agenda;
2. Building better partnerships; and
3. Leveraging monitoring for actions.

The Global Partnership Steering Committee also agreed to take a ‘whole of GPEDC approach’, underpinned by the following four ‘foundational elements’ in order to drive coherence across the Work Programme and ensure real impact on the ground:

- Anchoring effectiveness efforts at country level
- Fostering constituency engagement
- Promoting knowledge exchange and mainstreaming learning
- Leveraging stakeholder-led political outreach and advocacy

Furthermore, the Global Partnership launched country-led [Action Dialogues for Effective Development Co-operation](#) at the beginning of 2021. The Action Dialogues aim to draw upon the evidence, learning and data from the monitoring of effective development co-operation (where available) and the four effectiveness principles to build a shared understanding and concrete steps to strengthen effectiveness of co-operation and partnerships at the country level. The initiative is considered a key substantive input to the HLM3, planned to take place in late 2022.

UNDP, together with OECD, provides institutional support to the effective functioning of the Global Partnership as the OECD/UNDP Joint Support Team, based on the main responsibilities as defined in the renewed mandate of the Global Partnership (Nairobi Outcome Document: Renewed Mandate §28). The implementation of the 2020-2022 Work Programme, led by the Co-Chairs and Steering Committee, and in line with the ‘whole of GPEDC approach’, requires continuous

¹ [Principles of effective development cooperation](#) that guide the Global Partnership for Effective Development Cooperation include: country ownership, focus on results, inclusive partnerships, and transparency and accountability. The Addis Ababa Action Agenda welcomes continuous efforts to improve the quality, impact and effectiveness of development cooperation and other international efforts in public finance, including adherence to agreed development cooperation effectiveness principles. It also underscores the centrality of country ownership and alignment, as well as use of programme-based approaches and reduction of fragmentation. Acceleration of the untangling of aid, predictability and increasing transparency and mutual accountability are other important commitments made in the AAAA, which remain relevant for effective development cooperation.

institutional support by the OECD-UNDP Joint Support Team in the following critical areas of the Partnership's work, as outlined in the JST funding note ([here](#)):

- ▶ **Monitoring Reform and Use of Results** – resulting in countries and stakeholder groups leveraging monitoring results for action, including through Action Dialogue initiatives, and a new monitoring proposal developed through stakeholder consultation and pilots for endorsement at HLM 3.
- ▶ **Structured country anchoring and ‘whole of GPEDC’ Work Programme implementation** – resulting in increased partner country engagement in the Partnership's work and regular, consolidated updates on progress across Action Areas.
- ▶ **Communication, knowledge sharing and learning** – resulting in increased use of the Global Partnership website, social media and knowledge-sharing space and increased visibility of effectiveness principles and the work of the Global Partnership in relevant global, regional and country fora.
- ▶ **Steering Committee decision-making and Global Partnership governance** – resulting in strategic and evidence-based decisions for implementing the Work Programme and preparing the third High-Level Meeting and support to Co-Chairs and SC members in engaging their constituencies.

This Action is an integral part of the institutional support that UNDP provides as the OECD/UNDP Joint Support Team for successful implementation of the 2020-2022 Work Programme.

2. Action to support UNDP delivery of substantive country engagement /anchoring functions of the GPEDC JST to strengthen its provision of country-level evidence and information on development effectiveness.

The success of the Global Partnership and its implementation of the 2020-2022 Work Programme depends on its ability to provide an evidence base for more effective and innovative development co-operation dialogue as well as on the member-led implementation of the Action Areas and country-led Action Dialogues.

This Action will support UNDP to provide the following services in the implementation of the GPEDC Work Programme:

- Facilitation of and substantive/technical support to the country-led Action Dialogues, support to the monitoring reform with a particular emphasis on the country-level monitoring process, and the preparation of a substantive progress report in the lead up to the HLM 3, together with OECD, drawing on the monitoring reform and Action Dialogues.
- Support to preparation and sharing of country stories of progress/outcomes of the Action Dialogues in the GPEDC's website and knowledge sharing on effectiveness issues.
- Support to the coordination and outreach efforts of the Action Area 1.1 working group, including facilitation of synergies with country-level work, knowledge sharing and learning envisaged by other Action Areas as well as preparation of substantive inputs of Action Area 1.1 for HLM 3.

2.1 Key expected Results

The GPEDC's unique value-add is substantially based on its approach focusing on the country level and is tied to its ability to strengthen demand-driven and country-led multi-stakeholder dialogues, knowledge sharing and learning on development effectiveness and its principles. To

further strengthen the Global Partnership as a “*learning and knowledge partnership*”, drawing on *country-level multi-stakeholder dialogue and action*, the Action will support the accomplishment of the following results:

- Increased number of countries undertaking comprehensive, multi-stakeholder Action Dialogues, that inform both the monitoring reform and HLM3, including the substantive progress report, prepared together with OECD that takes stock of global and country efforts to make development cooperation more effective.
- Increased availability and sharing of country stories of progress, experience and learning for how multi-stakeholder dialogue generates actions toward making development co-operation and partnerships effective, which increase the original country-level substantive contents for the GPEDC Knowledge Sharing Platform and the GPEDC website.
- Substantive inputs of the Action Area 1.1 for the HLM3 supported through facilitation of at least 3-4 countries who engage in the “Effectiveness to Impact initiative” of the Action Area, and support to the effective functioning of the Action Area 1.1. working group.

2.2. Activities

Activity 1: Support to country-led Action Dialogues and the Global Partnership monitoring reform in a way that responds to challenges and opportunities of effective development cooperation at country level

Under this activity, the Action will support the following areas:

- **Facilitation and provision of substantive/technical inputs to the partner country-led Action Dialogues.** The [Action Dialogues for Effective Development Cooperation](#) initiative was launched by the Global Partnership Co-chairs at the beginning of 2021. The initiative aims to draw upon the evidence, learning and data from the monitoring of effective development cooperation (where available) and the four effectiveness principles to build a shared understanding and concrete steps to strengthen effectiveness of co-operation and partnerships at the country level. The UNDP/JST produced guidance materials to help partner countries consider appropriate entry points/opportunities for their Action Dialogues at the country level and conceptualize their Dialogues. Under this Activity, UNDP/JST will further strengthen its lead facilitation and engagement support for partner country governments who wish to undertake Action Dialogues, e.g. by providing more detailed orientation and technical inputs for the preparation of Action Dialogue concept notes and facilitation of partner engagement. As of August 2021, 18 countries have committed to undertake Action Dialogues, with another half dozen countries still exploring the possibility of undertaking such Dialogues.
- **Support to the Global Partnership monitoring reform, with a particular emphasis on country-level monitoring process.** Under the Co-Chairs’ leadership, the Global Partnership is undertaking a comprehensive monitoring reform – both on what to monitor and how a renewed monitoring process would look like. UNDP, together with OECD, provides substantive support to the monitoring reform, including the implementation of stakeholder consultation processes as well as the technical design of new monitoring process and a refined indicator framework. UNDP’s support in this area draws on substantive expertise at the country level, where UNDP has supported partner country governments leading the Global Partnership monitoring process and is now supporting them with Action Dialogues for Effective Development Cooperation.

- **Preparation of a substantive progress report, together with OECD, that takes stock of global and country efforts to make development cooperation more effective.** The UNDP and OECD jointly published the [Global Progress Report: Making Development Cooperation More Effective](#), based on the Joint Support Team's substantive and technical functions and expertise relating to the Global Partnership monitoring. With no monitoring round envisaged in the GPEDC 2020-2022 Programme cycle, a substantive progress report is planned to capture key findings from the Action Dialogues and a new monitoring offer which may be emerging from the monitoring reform as an input to the HLM 3. UNDP, in close collaboration with OECD and under the leadership of the Global Partnership Co-Chairs will co-author the substantive progress report.

Activity 2: Preparation and sharing of country stories of progress from the Action Dialogues and facilitation of country-led knowledge sharing and learning

Under this activity, the Action will support:

- **Preparation of a summary report from each Action Dialogue**, several of which will then be turned into country stories of progress and published on the Global Partnership website (www.effectivecooperation.org). At present, the Global Partnership website features 7 country stories of progress, produced since 2018. Based on UNDP's lead facilitation support for partner country governments in undertaking their Action Dialogues, the UNDP/JST will support the preparation of country briefs and stories of progress, which will also inform the preparation of a substantive progress report under Activity A.
- **Facilitation /organisation of virtual learning and knowledge sharing activities for partner country governments** through the [GPEDC's Knowledge Sharing Platform](#) and/or in a webinar style. This support will target country governments and partners that are undertaking Action Dialogues and/or engaged in country-level GPEDC activities, and will be carried out in collaboration with these partner country governments and/or relevant Action Areas (see [here](#) for an example of a closed virtual workshop, organised with Action Area 1.2).

Development of an interactive Country Activity Map linked to the GPEDC website/Knowledge Sharing Platform. Drawing on substantive country-level content from the Action Dialogues, Action Areas, and other GPEDC related activities, an interactive global map linking to GPEDC's various activities and products e.g. stories of progress, case studies, blogs, country monitoring profiles, partner videos, will be developed for easy display and navigation of various work streams/outputs at the country level. Key players and partners in the country will also be highlighted (e.g. key ministries, Steering Committee/AA leads)

Activity 3: Coordination and outreach support to the Action Area 1.1: Demonstrating impact of effectiveness

Under this activity, the Action will support the work of Action Area 1.1. In particular, the following support will be provided:

- Coordination and secretariat support to the Action Area lead and its members,
- Support outreach efforts by the Action Area lead and members including providing outreach materials to and sharing of information with other Action Area leads and working groups, countries that are planning and undertaking Action Dialogues, and other relevant

communities of practice, including through close coordination with the OECD/UNDP Joint Support Team.

- Identification and facilitation of 3-4 countries' participation in the "Effectiveness to Impact" initiatives, including through liaising with Action Area leads and members as well as drawing on UNDP's relevant programmes and projects at country level, where appropriate.
- Support to knowledge sharing and awareness raising about the Effectiveness to Impact Initiative within and beyond the Global Partnership community through GPEDC's website and social media as well as development and dissemination of learning and communication products as needed, and working across both sides of the UNDP/OECD Joint Support Team.

Furthermore, the Action will also support the preparation of substantive inputs or specific deliverables/products of the Action Area for the HLM3, in coordination with the Global Partnership co-chairs and the Joint Support Team.

3. Resources required

The total cost of the Action is USD **1,235,102** for 15 months duration, as per the detailed budget laid down in Annex III, which is informed from the OECD/UNDP Joint Support Team's funding note ([here](#)) and additional requirement to support the Action Area 1.1.

The Action and the proposed activities will be executed by a dedicated project team of the UNDP/JST housed in UNDP's Bureau for Policy and Programme Support. In particular a Policy Specialist and a Programme Specialist will be in charge of day-to-day implementation and coordination to deliver the Activities 1 and 2. In addition, an **Action Area 1.1** (AA.1.1) coordination consultant will also be recruited to deliver the Activity 3. This consultant will be an integral part of the UNDP/JST project team. The Action will further benefit not only from the direct engagement of UNDP senior experts both in the Bureau for Policy and Programme Support and UNDP Country Offices, but from GPEDC project staff members in UNDP and OECD's JST support.

4. Project Management and Support

Within the OECD/UNDP Joint Support Team (JST), UNDP Effectiveness Group is responsible for the overall effective implementation of UNDP's JST support to the Global Partnership, in addition to substantive and technical support to country-led Action Dialogues, the implementation of the monitoring reforms with the OECD's JST support, as well as for maintaining the Global Partnership KSP, website and social media profiles and implementing strategies to increase usage of these online platforms.

The proposed activities will be implemented by UNDP JST project team, which will work closely across members of the OECD/UNDP Joint Support Team. The UNDP JST project team will also draw on policy and programme expertise of UNDP Country Offices and regional hubs, in coordination with relevant UNDP policy teams. This approach will ensure cost efficient and effectiveness in implementing the Action and the proposed activities.

The overall project management will be undertaken led by the Effectiveness Group, UNDP/Bureau for Policy and Programme Support in line with UNDP policy and procedures. The Group will

provide continuous quality control and technical and management oversight to the implementation of the proposed activities.

As the proposed Action is an integral part of the OECD/UNDP Joint Support Team's institutional support function for the Global Partnership and the implementation of the 2020-2022 Work Programme, the Global Partnership Steering Committee led by the Co-Chairs of the Global Partnership will provide the oversight of the 2020-2022 Work Programme, which will further inform the overall direction of the proposed Action.

Project Office Costs

The implementation of the Action requires the use of project offices and equipment by the project team. UNDP Bureau for Policy and Programme Support applies the following Office Costs, regardless of the source of funding:

- *Lease Building and Maintenance including utilities costs:* This is calculated on the basis of how much space (square meters) each project personnel occupies and relates to actual costs.
- *Common Security, Internet, ITC services and maintenance, Common Cleaning:* This is calculated on the basis of per personnel and relates to actual costs.

The type of costs taken into account are the costs to lease building and maintenance, utilities, security, internet provision, information technology communication services and maintenance, and cleaning. There are two formulas that are used to define the costs to be charged to the project, with both being based on Actual Costs incurred. As mentioned above, they are calculated for Lease Building and Maintenance by 'per square meter each person occupies' and for Common Security, Internet, ITC services, cleaning it is 'per person'. The charges to individual projects are generally calculated, checked and deducted each quarter. This type of costs is included in the Budget under Project Office Costs in Annex III.

The UNDP JST project team for the Global Partnership includes staff responsible for providing technical, coordination, communication, partnership and secretariat support to the Partnership. Within this team, the following staff executes the specific activities as outlined in this Action, considered as "project office costs" in line with the article 7.1.1 of the Special Conditions. Costs of staff positions are included in the Output 1,2, and 3 in Annex III, as these staff positions specifically contribute to execute each of those outputs.

1. Policy Advisor

Responsible for strategic guidance, quality assurance, and oversight to provide direction to the project team, in coordination with OECD/JST and UNDP senior management and as guided by the Co-Chairs of the Global Partnership for Effective Development Cooperation. S/he also leads the outreach/engagement of the UNDP Country Office senior management teams, ensures effective linkages with other initiatives and projects, and oversees substantively the quality assurance of substantive inputs relating to the monitoring reform, Action Dialogues, including a substantive progress report. The UNDP Policy Advisor-Effective Development Cooperation supports the implementation of the project for a maximum **70%** of his/her time during the lifespan of the project.

2. GPEDC Policy Specialist

Responsible for day-to-day implementation and execution of activities relating to the monitoring reform and technical/substantive support to country-led Action Dialogues. This includes: coordination and implementation of the monitoring reform processes, preparation of technical papers and a substantive progress report in close collaboration with OECD. S/he also provides a lead support to review and provision of substantive inputs to country-led Action Dialogues (i.e. concept note, outcome briefs, mobilization and engagement of partners and monitoring progress of countries implementation of the Dialogues), with dedicated support to countries in the Africa, Arab States, and CIS/EE regions. UNDP/JST Policy Specialist implements the project with **100%** of his/her time during the lifespan of the project.

3. *GPEDC Programme Specialist*

Responsible for providing country anchoring programmatic support and facilitation of peer and mutual learning among partner country stakeholders. S/he also works with the GPEDC Policy Specialist to provide substantive/technical inputs and coordination of partner country engagement in the monitoring reform process as well as review and provision of substantive inputs to country-led Action Dialogues (i.e. concept note, outcome briefs, mobilization and engagement of partners) in countries in LAC region and Action Dialogues that focuses on private sector engagement and South-South and triangular cooperation partners. S/he contributes to the preparation of a substantive progress report with substantive inputs from country-led Action Dialogues and other country-level work and multi-stakeholder effectiveness efforts. In addition, s/he oversees partner country engagement in the GPEDC learning and knowledge sharing events in KSP and webinars, in close collaboration with the GPEDC Knowledge Sharing Analyst. UNDP/JST Programme Specialist will implement the project with **100%** of his/her time during the lifespan of the project.

4. *GPEDC Action Area 1.1. coordination consultant*

A GPEDC Action Area 1.1. coordination consultant will be recruited to provide dedicated support for effective functioning of the Action Area 1.1 working group and to ‘*champion*’ the work of Action Area 1.1 within the OECD/UNDP Joint Support Team and among key GPEDC stakeholders. This includes coordination and secretariat support such as organisation of AA1.1 working group meetings, and preparation of summary and technical background documents for the AA1.1 working group, under the guidance of the Action Area 1.1. lead. As part of the OECD/UNDP Joint Support Team, the consultant will also strengthen synergies and collaboration with other Action Areas and other relevant partnerships and communities of practice. In working closely with UNDP/JST team, s/he will also support the identification of possible countries for and the facilitation of country engagement in the “Effectiveness to Impact” initiative, including preparation of outreach/guidance materials. S/he will support the preparation of substantive inputs from the AA1.1 for the GPEDC learning and knowledge sharing activities, through contribution to knowledge products and/or country stories of progress drawing on the work of the AA1.1. S/he will also provide administrative support to the AA1.1 in monitoring implementation progress of AA1.1. workplan. The position will implement the project with **100%** of his/her time during the lifespan of the project.

5 Results Framework

IMPACT: Increased number of countries strengthened the effectiveness of development cooperation partnerships.							
<i>Indicator:</i> Numbers of countries reporting progress through Global Partnership HLM 3 report, <i>Source:</i> Global Progress Report							
EXPECTED OUTCOME	OUTPUT INDICATORS	DATA SOURCE	BASELINE		TARGETS (cumulative)		DATA COLLECTION METHODS & ASSUMPTION
			Value	Year	Q4 Year 1	Year 2	
Increased number of countries undertaking comprehensive, multi-stakeholder Action Dialogues, that inform both the monitoring reform and HLM3, including the substantive progress report, prepared together with OECD that takes stock of global and country efforts to make development cooperation more effective.	1. <i>1.1. Number of countries that undertake a comprehensive, multi-stakeholder Action Dialogue with support from UNDP through a helpdesk and remote technical assistance.</i>	<i>GPEDC Progress Report; GPEDC KSP</i>	0	2020	5	15	<i>GPEDC KSP, GPEDC progress report, on-going progress monitoring There is conducive political and institutional environment to organise Dialogues at country level, and partners in countries support with needed financial and non-financial contribution.</i>
	<i>1.2. Technical papers and background document/s developed on the refined monitoring approach that builds on the contours endorsed by the Steering Committee in July 2021.</i>	<i>GPEDC SC Summary, GPEDC Progress Report</i>	0	2020	6	8	<i>GPEDC SC meetings, GPEDC Progress Report Willingness of stakeholders to take part in consultation and timely strategic guidance of the GPEDC co-chairs</i>
	<i>1.3. Revised methodologies and respective monitoring guides developed for piloting the new monitoring approach as endorsed by the Steering Committee</i>	<i>GPEDC SC Summary, GPEDC Progress Report</i>	No	2021	No	Yes	<i>GPEDC SC meetings, GPEDC Progress Report, GPEDC KSP The actual piloting depends on the willingness capacity and adequate support provided at country level.</i>
	<i>1.4. A joint OECD/UNDP substantive progress report prepared and published</i>	<i>GPEDC website</i>	No	2021	No	Yes	<i>GPEDC website</i>

Increased availability and sharing of country stories of progress, experience and learning for how multi-stakeholder dialogue generates actions toward making development co-operation and partnerships effective, which increase the original country-level substantive contents for the GPEDC Knowledge Sharing Platform and the GPEDC website.	2.1. Number of countries for which a written report/summary is made publicly available on findings from undertaking an Action Dialogue.	GPEDC KSP	1	2021	3	15	GPEDC KSP, GPEDC Progress report, on-going progress monitoring There is conducive political and institutional environment to organise Dialogues at country level, and partners in countries support with needed financial and non-financial contribution.
	2.2. Number of peer and mutual learning and knowledge sharing supported/facilitated through KSP events and/or webinars.	GPEDC website, GPEDC KSP, and GPEDC Progress Report	2	2021	3	6	GPEDC SC website, KSP and Progress Report
	2.3. Country Activity Dashboard developed in the GPEDC website or KSP	GPEDC website	No	2021	No	Yes	GPEDC website Adequate substantive country-level work from Action Areas as well as the number of country-led Action Dialogues.
Substantive inputs of the Action Area 1.1 for the HLM3 supported through facilitation of at least 3-4 countries who engage in the “Effectiveness to Impact initiative” of the Action Area, and support to the effective functioning of the Action Area 1.1. working group	3.1. Number of countries identified as potential Effectiveness to Impact initiatives for AAI.1 engagement	AAI.1. Summary	3	2021	4	6	AAI.1 working group Continued leadership and engagement of AAI.1 members and availability of resource to support the Initiative at country level.
	3.2 Number of substantive inputs for GPEDC knowledge sharing, learning and communication as well as for the HLM 3 prepared under the guidance of AAI.1	GPEDC AA 1.1 website, GPEDC KSP	0	2021	0	2	GPEDC KSP, GPEDC AAI.1 working group AAI.1 substantive leadership and progress in AAI.1 workplan implementation
	3.3. Number of AAI.1 meeting supported, with summary preparation and respective technical paper as guided by the AAI.1.	GPEDC AAI.1 KSP Group	3	2021	5	8	AAI.1 group in KSP

6. Multi-year Workplan for implementing the Action.

Activity	Year 1	Year 2				Collaboration
	Q4	Q1	Q2	Q3	Q4	
Activity 1: Support to country-led Action Dialogues and the Global Partnership monitoring reform in a way that responds to challenges and opportunities of effective development cooperation at country level						
1. Support to country-led Action Dialogues	X	X	X			OECD/UNDP JST, GPEDC Co-Chairs and SC members, partner countries, UNDP COs, RC Offices, Regional Hubs, and DCO
2. Support to monitoring reform	X	X	X	X		OECD/UNDP JST, GPEDC Co-Chairs and SC
3. Preparation of a substantive progress report			X	X	X	OECD/UNDP JST, GPEDC Co-Chairs and SC
Activity 2: Preparation and sharing of country stories of progress/briefs from the Action Dialogues and facilitation of country-led knowledge sharing and learning						
1. Preparation of country briefs/outcome from the Action Dialogues		X	X	X	X	Partner countries, UNDP COs, RC Offices, Regional Hubs and DCO
2. Facilitation/organisation of peer and mutual learning	X	X	X	X	X	OECD/UNDP JST, GPEDC Co-Chairs and SC members, partner countries, UNDP COs, Regional Hubs, and DCO
3. Development of a Country Progress Dashboard			X	X		OECD/UNDP JST
Activity 3: Coordination support to the Action Area 1.1: Demonstrating impact of effectiveness						
1. Coordination and secretariat support to AA1.1	X	X	X	X	X	AA1.1 Lead and Members
2. Country outreach support for Effectiveness to Impact initiatives	X	X	X			AA1.1 Lead and Members, OECD/UNDP JST, UNDP COs
3. Support to knowledge products and substantive inputs for HLM3			X	X	X	AA1.1 Lead and Members, GPEDC Co-chairs and SC, OECD/UNDP JST

7: Budget

See Annex 3 – Budget of the Action

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Article 1: Definitions

Action: the cooperation programme or project partly or wholly financed by the EU, which is carried out by the Organisation as described in Annex I. Where reference is made to the Action or part of the Action financed by the EU Contribution, this refers both (i) to activities exclusively financed by the EU Contribution and (ii) to activities jointly co-financed by the EU.

Contractor: a natural or legal person with whom a Procurement Contract has been signed.

Days: calendar days.

Early Detection

and Exclusion System: a system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015), which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.

End Date: the date by which the Agreement ends, i.e. the moment of the payment of the balance by the Contracting Authority in accordance with Article 19 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 20. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date shall be postponed until the completion of such procedure.

Final Administrative

Decision: a decision of an administrative authority having final and binding effect in accordance with the applicable law.

Final Beneficiary: a natural or legal person ultimately benefitting from the Action.

Force Majeure: any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which may not be attributed to error or negligence on either part (or on the part of the Grant Beneficiaries, Partners, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the defaulting Party.

Grant: a direct financial contribution by way of donation given by the Organisation or a Partner to finance third parties activities.

Grant Beneficiary: a natural or legal person to whom a Grant has been awarded. Grant Beneficiaries can sub-grant and procure for the implementation of their activities.

Grave Professional

Misconduct:

any of:

a violation of applicable laws or regulations, in particular the Organisation's Regulations and Rules, or ethical standards of the profession to which a person or entity belongs, including any conduct leading to sexual or other exploitation or abuse, or
any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

Indicator:

the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure the achievement of the Results of an Action.

Internal

Control System:

a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives:

- a) effectiveness, efficiency and economy of operations;
- b) reliability of reporting;
- c) safeguarding of assets and information;
- d) prevention, detection, correction and follow-up of fraud and irregularities;
- e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.

International

Organisation:

an international public-sector organisation set up by international agreement (including specialised agencies set up by such organisations), or an organisation assimilated to international organisations in accordance with the EU Financial Regulation.

Member State

Organisation:

an entity established in a Member State of the European Union as a public law body or as a body governed by private law entrusted with a public service mission and provided with adequate financial guarantees from the Member State.

Multi-Donor Action:

an Action co-financed by the EU Contribution (whether or not earmarked) and other donor(s).

Outcome:

the likely or achieved short-term and medium-term effects of an Action's Outputs.

Output:

the products, capital goods and services which result from an Action's activities.

Partner:

an entity implementing part of the Action and being a party to the relevant Contribution Agreement together with the Organisation.

Procurement Contract:

a contract signed between the Contractor and either the Organisation or a Partner under which the Contractor provides services, supplies or works.

Regulations and Rules:

regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation.

Result:

the Output or Outcome of an Action.

Sound Financial Management:

a principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including all aspects of internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

Article 2: General obligations

Implementation of the Action

2.1 The Organisation is responsible for the implementation of the Action described in Annex I, regardless of whether the activities are performed by the Organisation itself, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

Responsibility

2.2 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due degree of professional care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. The Organisation shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Action.

2.3 The Organisation shall have full financial responsibility towards the Contracting Authority for all funds, including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU Contribution is effectively carried out and implemented correctly. The Organisation shall inform the European Commission and the Contracting Authority of irregularities and fraud detected in the management of the EU Contribution and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs.

Other obligations

2.4 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.6, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.

- 2.5 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the pillar assessment undergone by the Organisation or (ii) those that may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement in accordance with Article 13.3.
- 2.6 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Organisation shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
- 2.7 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, with the consequence that rights and obligations are conferred upon it only where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

Article 3: Obligations regarding information and reporting

General issues

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of achievement of its Results (Outcomes or Outputs) as measured by corresponding Indicators. The report shall be drafted in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the overall action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request – in addition to the final reports to be submitted pursuant to Article 3.8 - the final reports of the overall action, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within thirty (30) days of receipt of the request. The Organisation may submit a duly motivated request to extend the 30-day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay of any circumstances likely to adversely affect the implementation and management of the Action, or to delay or jeopardise the performance of the activities.

Content of the reports

- 3.7 The progress report(s) shall relate directly to this Agreement and shall at least include:
- a) summary and context of the Action;
 - b) actual Results: an updated table based on a logical framework matrix including reporting of Results achieved by the Action (Outcomes or Outputs) as measured by their corresponding Indicators, agreed baselines and targets, and relevant data sources;
 - c) information on the activities directly related to the Action as described in Annex I and carried out during the reporting period;
 - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
 - e) information on the implementation of the Visibility and Communication Plan (Annex VI) and any additional measures taken to identify the EU as source of financing;
 - f) a breakdown of the total costs, following the structure set out in Annex III, incurred from the beginning of the Action as well as the legal commitments entered into by the Organisation during the reporting period;
 - g) a summary of controls carried out and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, an analysis of their nature and extent, as well as information on corrective measures taken or planned, shall also be provided;
 - h) where applicable, a request for payment;
 - i) work plan and budget forecast for the next reporting period.
- 3.8 The final report shall cover the entire Implementation Period and include:
- a) all the information requested in Article 3.7 a) to h);
 - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
 - c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
 - d) the exact link to the webpage where, according to Article 22.1, information on Grant Beneficiaries and Contractors is available;
 - e) if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 9;
 - f) where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the EU Contribution have been covered by other donors' contributions;
 - g) where applicable, a request for payment.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions starting from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions¹. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by the EU Contribution. Progress reports shall be submitted within sixty (60) days after the period covered by such report. The final report shall be submitted, at the latest, six (6) months after the end of the Implementation Period.

Management declaration

¹ By default, the reporting period is every 12 months as from the commencement of the Implementation Period.

- 3.10 Every progress and final report shall be accompanied by a management declaration in accordance with the template included in Annex VII, unless Article 1.5 of the Special Conditions states that an annual management declaration shall be sent to the European Commission headquarters, separately from the reports provided under this Agreement.

Audit or control opinion for organisations other than International Organisations/Member State Organisations

- 3.11 In case the Organisation is neither an International Organisation, nor a Member State Organisation, the Organisation shall provide an audit or control opinion in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.12 Such audit or control opinion shall be provided up to one (1) month following the management declaration sent with every progress or final report, unless Article 1.5 of the Special Conditions states that the management declaration and the audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

Currency for reporting

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

Failure to comply with reporting obligations

- 3.15 If the Organisation is unable to present a progress or final report, together with the accompanying documents, by the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons. The Organisation shall also provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 13, refuse to pay any outstanding amount and recover any amount unduly paid.

Article 4: Liability towards third parties

- 4.1 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out, or as a consequence of the Action. The European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for

whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.

Article 5: Conflict of interests

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

Article 6: Confidentiality

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors, Grant Beneficiaries or the Final Beneficiaries of the Action.
- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
 - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
 - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall nonetheless have access to all documents communicated to the Contracting Authority, and shall maintain the same level of confidentiality.

Article 7: Data Protection

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Rules and Procedures. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

Article 8: Communication and visibility

- 8.1 The Organisation shall implement the Communication and Visibility Plan detailed in Annex VI.
- 8.2 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as all related publicity material, official notices, reports and publications shall acknowledge that the Action was " funded by the European Union or co-funded by the European Union" and shall display the EU emblem (twelve yellow stars on a blue background) in an appropriate way. Publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action² published by the European Commission, or with any other guidelines agreed between the European Commission and the Organisation.
- 8.3 If, during the implementation of the Action, equipment, vehicles or major supplies are purchased using the EU Contribution, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU emblem (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU emblem shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.
- 8.4 If, pursuant to Article 9.5, the equipment, vehicles or remaining major supplies purchased with the EU Contribution have not been transferred to the local authorities, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU emblem) shall continue to apply between submission of the final report and the end of the overall action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 9.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 8.5 Unless otherwise provided in the Special Conditions, if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU Contribution.
- 8.6 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions upon their issuance.
- 8.7 The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

² Communication and Visibility in EU-financed external actions – Requirements for implementing partners (Projects), available at: https://ec.europa.eu/intpa/comm-visibility-requirements_en.

Article 9: Right to use results and transfer of equipment

Right to use

- 9.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.
- 9.2 Where the results mentioned in Article 9.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority) accordingly.

Transfer

- 9.3 The equipment, vehicles and remaining major supplies purchased with the EU Contribution shall be transferred to or remain with local authorities, local Grant Beneficiaries or Final Beneficiaries, at the latest when submitting the final report.
- 9.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.
- 9.5 By way of derogation from Article 9.3, the equipment, vehicles and remaining major supplies purchased with the EU Contribution in the framework of actions which continue after the end of the Implementation Period may be transferred at the end of the overall action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 9.6 In the event that there are no local authorities, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another action funded by the EU or - exceptionally - retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action or the overall action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due course and - at the latest - together with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

Article 10: Monitoring and evaluation of the Action

- 10.1 Keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement, the Organisation shall invite representatives of the European Commission and the Contracting Authority (if other than the European Commission) to participate at their own costs to the main monitoring missions and evaluation exercises related to the performance of the Action. Participation in evaluation exercises should be ensured by requesting comments from the European Commission and the Contracting Authority on the terms of reference before the exercise takes place, and on the different deliverables related to an evaluation exercise prior to their final approval (as a minimum, on the final report). The Organisation shall send all monitoring and evaluation reports relating to the Action to the European Commission and the Contracting Authority once issued, subject to confidentiality.
- 10.2 Article 10.1 is without prejudice to any monitoring mission or evaluation exercise, which the European Commission as a donor, or the Contracting Authority, at their own costs, may wish

to perform. Monitoring and evaluation missions by representatives of the European Commission or the Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make available to the Organisation the terms of reference of the evaluation exercise before it takes place, as well as the different deliverables (as a minimum, the draft final report) for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final monitoring and evaluation report to the Organisation once issued.

- 10.3 In line with the spirit of partnership, the Organisation and the European Commission (and the Contracting Authority, if applicable), may also carry out joint monitoring and/or evaluation. Such arrangements will be discussed and agreed in due time, planned ahead and completed in a collaborative manner.
- 10.4 Representatives of the relevant partner country may, whenever possible, be invited to participate at their own costs in the main monitoring missions and evaluation exercises, unless such participation would be detrimental to the objectives of the Action or threaten the safety or harm the interests of Partners, Grant Beneficiaries or Final Beneficiaries.

Article 11: Amendment to the Agreement

- 11.1 Without prejudice to Articles 11.3 to 11.7, any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment thirty (30) days before the amendment is intended to enter into force and no later than thirty (30) days before the End Date, unless there are special circumstances, duly demonstrated by it, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) days after the date when the amendment request was received.
- 11.3 By way of derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action, such as its objectives, strategy and priority areas, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report.
- 11.4 The method described in Article 11.3 shall be used neither to amend the contingency reserve, the rate for remuneration, nor the agreed methodology or fixed amounts/rates of simplified cost options.
- 11.5 The Organisation may, in agreement with the Contracting Authority, change Outputs, the Indicators and their related targets, baselines and sources of verification described in Annex I and in the logical framework if the change does not affect the main purpose of the Action, without the need for a formal addendum to the Agreement.
- 11.6 The Organisation may, in agreement with the European Commission, amend Annex VI without the need for a formal addendum to the Agreement.
- 11.7 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

Article 12: Suspension

Suspension of the time limit for payment

- 12.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
- a) the amount is not due; or
 - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubts about compliance by the Organisation with its obligations in the implementation of the Action; or
 - c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported expenditure; or
 - d) credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.
- 12.2 In the situations listed in Article 12.1, the Contracting Authority shall notify the Organisation as soon as possible, and in any case within thirty (30) days from the date on which the payment request was received, of the reasons for the suspension, specifying - where applicable - the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

Suspension of the Agreement by the Contracting Authority

- 12.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:
- a) the Contracting Authority has proof that irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its pillar assessment or in the implementation of the Action;
 - b) the Contracting Authority has proof that irregularities, fraud or breach of obligations have occurred which call into question the reliability or effectiveness of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
 - c) the Contracting Authority has proof that the Organisation has committed irregularities, fraud or breaches of obligations under other agreements funded by EU funds provided that those irregularities, fraud or breaches of obligations have a material impact on this Agreement.
- 12.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within ten (10) days from the receipt of the notification. If the Organisation does not submit observations, or if - after examination of the observations submitted by the Organisation - the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or

part of the implementation of this Agreement serving seven (7) days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation that is not suspended. Any expenditures or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed, nor be covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with the Organisation, resume implementation of the Agreement. In the latter case, the Parties will amend the Agreement where necessary.

Suspension for exceptional circumstances

- 12.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional and unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 12.6 The Contracting Authority may also notify the Organisation of the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
- a) when a relevant EU Decision identifying a violation of human rights has been adopted; or
 - b) in cases such as crisis entailing a change of EU policy.
- 12.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if Force Majeure or exceptional circumstances as set forth under Articles 12.5 and 12.6 prevent it from fulfilling said obligations, and provided it takes any measures to minimise any possible damage.
- 12.8 In the situations listed in Articles 12.5 and 12.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period, the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement that may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period or to the termination of the Agreement in accordance with Article 13.3. In case of suspension due to Force Majeure or if the Action is a Multi-Donor Action, the Implementation Period is automatically extended by an amount of time equivalent to the duration of the suspension.

Article 13: Termination

- 13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation, where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:
- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
 - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU Contribution or provides reports that do not reflect reality to obtain or keep the EU Contribution without cause;
 - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
 - d) is guilty of Grave Professional Misconduct proven by any justified means;
 - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
 - f) fails to comply with the reporting obligations in accordance with Article 3.15;
 - g) has committed any of the failings described in Article 12.3 on the basis of proof in the possession of the Contracting Authority.
- 13.2 Before terminating the Agreement in accordance with Article 13.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within thirty (30) days

from the receipt of the notification. During this period, and until the termination takes effect, the Contracting Authority may suspend the time limit for any payment in accordance with Article 12.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the termination, the Contracting Authority may terminate the Agreement serving seven (7) days' prior notice. During that period, the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 20 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

- 13.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately performed, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) days written notice. In this case, the final amount shall cover:
- a) payment only for the part of the Action carried out up to the date of termination;
 - b) in the situations described in Articles 12.5 and 12.6, the unavoidable residual expenditures incurred during the notice period; and,
 - c) in the situations described in Articles 12.5 and 12.6, reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 15.

- 13.4 In the event of termination, a final report and a request for payment of the balance shall be submitted in accordance with Articles 3 and 19. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

Article 14: Applicable law and settlement of disputes

- 14.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including its existence or termination.
- 14.2 Where the Organisation is not an International Organisation, and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented - if necessary - by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU). Notwithstanding the foregoing sentence, where the Organisation is not established or incorporated in the EU, any of the Parties may bring before the Brussels courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. Where one party has brought proceedings before the Brussels courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Brussels courts before which the proceedings have already been brought.
- 14.3 Where the Organisation is not an International Organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country

of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European Commission. If no settlement is reached within one hundred and twenty (120) days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.

14.4 Where the Organisation is an International Organisation:

- a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
- b) in the absence of an amicable settlement pursuant to Article 14.1 above, any dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

Article 15: Recovery

15.1 Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay the amount due to the Contracting Authority.

15.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within thirty (30) days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.

15.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:

- a) by offsetting it against any amounts owed to the Organisation by the EU;
- b) by taking legal action pursuant to Article 14;
- c) in exceptional circumstances justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.

15.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 19.6(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.

- 15.5 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.
- 15.6 The European Commission may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

Article 16: Accounts and archiving

Accounting

- 16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. The accounting Regulations and Rules of the Organisation shall apply to the extent that they ensure accurate, complete, reliable and timely information. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of the Organisation.

Archiving

- 16.2 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts and Grant agreements financed by the EU Contribution.

Article 17: Access and financial checks

- 17.1 The Organisation shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 17.2 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 17.3 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 17.4 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European

Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.

- 17.5 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 17.1 to 17.4 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between the Organisation and the European Commission. This is without prejudice to any cooperation arrangement between OLAF and the Organisation's anti-fraud bodies.
- 17.6 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

Article 18: Eligibility of costs

- 18.1 Direct costs are eligible for EU financing if they meet all the following criteria:
- a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
 - b) they are incurred in accordance with the provisions of this Agreement;
 - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 18.5;
 - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;
 - e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
 - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
 - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I; and
 - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.
- 18.2 The following costs may not be considered eligible direct costs, but may be charged as part of the remuneration: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the European Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 18.3 The remuneration shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration does not need to be supported by accounting documents. For Multi-Donor and comparable actions, the remuneration shall not be higher than that charged by the Organisation to comparable contributions.
- 18.4 The following costs are ineligible for EU financing:

- a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Organisation may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;
- b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 9;
- c) duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
- d) return of capital;
- e) debts and debt service charges;
- f) provision for losses, debts or potential future liabilities;
- g) banking charges for the transfers from and to the Contracting Authority;
- h) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 12.8;
- i) costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
- j) contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as a direct eligible cost if it complies with the conditions set out in Article 18.1; and
- k) costs of purchase of land or buildings, unless otherwise provided in the Special Conditions.

Simplified cost options

- 18.5 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing.
- 18.6 The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 18.1, 18.2 and 18.4, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall respect the principle of Sound Financial Management. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices, an expert judgment or on statistical or other objective information where available and appropriate.
- 18.7 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the declared method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 18.8 Simplified cost options not linked to the achievement of concrete Results shall only be eligible if they have been ex ante-assessed by the European Commission.
- 18.9 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.

Article 19: Payments

- 19.1 Payment procedures shall be as follows:

- a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within thirty (30) days of receiving the Agreement signed by both Parties;
- b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
 - i) the reporting period is intended as a twelve-month period, unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to eighteen (18) months, the reporting period shall cover it entirely;
 - ii) if at the end of the reporting period less than 70% of the last payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the immediately pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been paid by the Organisation to its staff or has been subject to a legal commitment with a third party;
 - iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
- c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 20 and following approval of the request for payment of the balance and of the final report; and
- d) the Contracting Authority shall pay the further pre-financing instalments and the balance within ninety (90) days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 12 or 13.

19.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 20. If the balance is negative, the payment of the balance takes the form of recovery.

19.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.

19.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions to the bank account referred to in the financial identification form in Annex IV.

19.5 Payment arrangements for performance-based financing in accordance with Article 21 shall be set out in Article 4 of the Special Conditions and Annex I.

Late payment interest

19.6 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:

- a) upon expiry of the time limits for payments specified in Article 19.1, if the Organisation is not a Member State Organisation, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
- b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 12 or 13 shall not be considered as late payment;
- c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 19.1. Any partial payment shall first cover the interest;
- d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two months of it receiving late payment;
- e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two months of it receiving late payment.

Article 20: Final amount of the EU Contribution

- 20.1 The Contracting Authority shall determine the final amount of the EU Contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
- a) to be paid to the Organisation in accordance with Article 19 where the final amount of the EU Contribution is higher than the total amount already paid to the Organisation; or
 - b) to be recovered from the Organisation in accordance with Article 15 where the final amount of the EU Contribution is lower than the total amount already paid to the Organisation.
- 20.2 The final amount shall be the lower of the following amounts:
- a) the maximum EU Contribution referred to in Article 3.1 of the Special Conditions in terms of absolute value;
 - b) the amount obtained after reduction of the EU Contribution in accordance with Article 20.3.
- 20.3 Where the Action (i) is not implemented, (ii) is not implemented in line with the Agreement or (iii) is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU Contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

Article 21: Performance-based financing

- 21.1 The payment of the EU Contribution may be partly or entirely linked to the achievement of Results measured by reference to previously set milestones or through performance Indicators. Such performance-based financing is not subject to Article 18. The relevant Results and the means to measure their achievement shall be clearly described in Annex I.
- 21.2 The amount to be paid per achieved Result shall be set out in Annex III. The method to determine the amount to be paid per achieved Result shall be clearly described in Annex I and take into account the principle of Sound Financial Management.

- 21.3 The Organisation shall not be obliged to report on costs linked to the achievement of Results. However, the Organisation shall submit any necessary supporting documents, including where relevant accounting documents, to prove that the Results triggering the payment as defined in Annex I and III have been achieved.
- 21.4 Articles 3.7 f), 3.8 b) and 3.8 f) do not apply to the part of the Action supported by way of performance-based financing.

Article 22: Ex-post publication of information on Contractors and Grant Beneficiaries

- 22.1 The Organisation shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 and all Grants financed by the EU Contribution: title of the contract/agreement/project, nature and purpose of the contract/agreement/project, name and locality of the Contractor or Grant Beneficiary and amount of the contract/agreement/project. The term "locality" shall mean the address for legal persons and the Region on NUTS³ 2 level, or equivalent, for natural persons. This information shall not be published in relation to education support paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance to the requirements of confidentiality security and in particular the protection of personal data. The publication shall be waived, if such disclosure risks threatening rights and freedoms as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Contractors or Grant Beneficiaries.
- 22.2 The Organisation shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 22.3 Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on Contractors and Grant Beneficiaries shall follow the rules of the Organisation.

Article 23: Contracting and Early Detection and Exclusion System

Contracting

- 23.1 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible. Without prejudice to the foregoing or to the Organisation's assessed Regulations and Rules, the Organisation shall promote the use of local contractors when implementing the Action.
- 23.2 The Organisation shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a Procurement Contract or Grant financed by the EU Contribution, if the Organisation becomes aware that these entities:
- a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a Final Administrative Decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;

³ Nomenclature of Territorial Units for Statistics, available at: <http://ec.europa.eu/eurostat/ramon>.

- b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a Final Administrative Decision for an irregularity affecting the EU's financial interest;
- c) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information;
- d) have been the subject of a final judgment or of a Final Administrative Decision establishing that the entities have created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- e) have been created with the intention described in point d) above as established by a final judgment or a Final Administrative Decision.

Early Detection and Exclusion System

- 23.3 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has detected a situation of exclusion pursuant to Article 23.2 or its own positively assessed Regulations and Rules, as applicable, or if it has detected a fraud and/or an irregularity pursuant to Article 2.3. This information may be used by the European Commission for the purpose of the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 23.4 Without prejudice to the power of the European Commission to exclude a person or an entity from future procurement contracts and grants financed by the EU and/or to impose financial penalties according to the EU Financial Regulation, the Organisation may impose sanctions on third parties according to its own Regulations and Rules ensuring, where applicable, the right of defence of the third party.
- 23.5 The Organisation may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the EU Contribution. Access to the information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions⁴.

⁴ The Organisation shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when the Organisation certifies to the Contracting Authority service responsible that it applies adequate data protection measures as provided in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 or its successor, as applicable.

Annex III - Budget of the Action "Action to support to the UNDP delivery of substantive country engagement /anchoring functions of the GPEDC JST to strengthen its provision of country-level evidence and information on development effectiveness"

Key Outputs and Activities	Description of Budget Items	Total budget (USD)
Output 1: Increased number of countries undertaking comprehensive, multi-stakeholder Action Dialogues, that inform both the monitoring reform and HLM 3, including the substantive progress report, prepared together with OECD that takes stock of global and country efforts to make development cooperation more effective. Activity 1: Support to country-led Action Dialogues and the Global Partnership monitoring reform in a way that responds to challenges and opportunities of effective development cooperation at country level	Advisory support - Policy Advisor (35%)	131,250
	GPEDC Policy Specialist - 100%	321,250
	Short-term consultancy support to monitoring	49,296
	Technical Support for monitoring reform and country outreach (i.e. interpretation/translation)	12,500
Sub-total Output 1		514,296
Output 2: Increased availability and sharing of country stories of progress, experience and learning for how multi-stakeholder dialogue generates actions toward making development cooperation and partnerships more effective, which increase the original country-level substantive contents for the GPEDC Knowledge Sharing Platform and the GPEDC website. Activity 2: Preparation and sharing of country stories of progress from the Action Dialogues and facilitation of country-led knowledge sharing and learning	Advisory Support - Policy Advisor (35%)	131,250
	GPEDC Programme Specialist - 100%	295,000
	Operational support to 3-5 Ads	49,296
	Operational technical support (partner country dashboard on GPEDC website)	25,000
Sub-total Output 2		500,546
Output 3: Substantive inputs of the Action Area 1.1 for the HLM 3 supported through facilitation of at least 3-4 countries who engage in the "Effectiveness to Impact" initiative of the Action Area, and support to the effective functioning of the Action Area 1.1 working group. Activity 3: Coordination and outreach support to the Action Area 1.1: demonstrating impact of effectiveness	AA 1.1. coordination consultant (IPSA)- 100%	110,000
Sub-total Output 3		110,000
Project Office Costs		
•Lease Building and Maintenance including utilities costs	On the basis of how much space (square meters) each project personnel occupies and relates to actual costs	36,302
•Common Security, Internet, ITC services and maintenance, Common Cleaning	On the basis of per personnel and relates to actual costs	5,000
•Costs of Advisor, GPEDC Policy Specialist, GPEDC Programme Specialist and AA1.1 consultant included in the 3 outputs above.		
Sub-total Project Office Cost		41,302
Total direct costs		1,166,144
Indirect costs		68,958
Grand Total		1,235,102

Notes:

- For the purpose of interpreting clause 11.3 of the General Conditions, the budget heading is understood as 'Sub-total Output' 1, 2, 3 and Project Office Costs
- Indirect costs calculated at 7% for the EU Contribution in line with article 3.2 of the Special Conditions, whereas the percentage applicable to the co-financing is in line with UNDP rules and regulations

TOTAL BUDGET	EUR	USD
EU Contribution (as per article 3.1 of the Special Conditions)	300,000	347,790
UNDP co-financing		262,500
Other donors contribution		624,812
Total Cost of Action (as per article 3.1 of the Special Conditions)		1,235,102

Description of Budget Items	Clarification of Budget Items	Justification of the estimate costs
Output 1: The increased numbers and knowledge shared in the KSP		
Advisory support - Policy Advisor (35%)	Staff time providing guidance and oversight/quality assurance to the project team as the team provides substantive, technical and coordination support to the monitoring reforms and engagement with the co-chairs. Lead strategic support to overall country engagement, including engagement of UN/UNDP v.s. country level work.	Based on UNDP pro forma cost, in line with the policy and scales set by the International Civil Service Commission
Substantive, technical and coordination support - GPEDC Policy Specialist (100%)	Staff time undertaking day-to-day implementation and execution of activities relating to the monitoring reform and technical/substantive support to country-led Action Dialogues. Lead substantive engagement with the co-chairs and SC and day-to-day engagement of UN/UNDP country offices. 15% of staff time also dedicated to knowledge sharing and communication, ensuring substantive inputs for communication and knowledge sharing activities	Based on UNDP pro forma cost, in line with the policy and scales set by the International Civil Service Commission
Consultancy support to monitoring reforms	Short-term International Consultants providing support to technical methodological development and piloting at country level	Estimate based on previous support. Note: this is funded by ROK-UNDP SDG fund.
Technical Support for monitoring and country engagement	Provision of translation and interpretation and design work relating to monitoring tools	Estimate based on previous support.
Output 2: The increased access and use of GPEDC website and the increased original contents of the GPEDC website		
Advisory Support - Policy Advisor (35%)	Staff time providing guidance and oversight to the project team on synthesis and country anchoring support	Based on UNDP pro forma cost, in line with the policy and scales set by the International Civil Service Commission
Substantive, technical and coordination support - GPEDC Programme Specialist (100%)	Staff time undertaking day-to-day implementation of substantive and technical support to country-led Action Dialogues and facilitation of partner country knowledge-sharing and peer-learning. 30% of staff time is dedicated to providing substantive inputs to the knowledge sharing activities and communication and working with the GPEDC communication and knowledge sharing Analyst to produce	Based on UNDP pro forma cost, in line with the policy and scales set by the International Civil Service Commission
Operational Support to 3-5 Action Dialogues	Consultants and facilitation of Action Dialogues relating to preparation of outcome briefs, country profiles	Estimate based on previous support relating to production of country briefs in 2014. Note: this is funded by ROK-UNDP SDG fund.
Operational technical support (an interactive country activity map/dashboard)	Costs associated with establishing a new Dashboard, with operational support from the technical vendor providing services to the GPEDC website and Knowledge Sharing Platform	Based on estimate costs relating to similar work undertaken by the vendor for other UNDP projects
Output 3: The increased visibility of principles and the Global Partnership in global fora including inter-governmental fora and strengthened social media profiles.		
Coordination and Technical Support: Action Area 1.1.	Staff time coordinating and implementing support activities for effective functioning of the AA1.1. 30% of the staff time is dedicated to provide support to communication activities, working with the GPEDC communication and knowledge	Based on UNDP pro forma cost for International Professional Service Contract (IPSA), in line with the policy and scales set by the International Civil Service Commission
Project Office Costs		
Lease building and maintenance including utility costs	On the basis of how much space (square meters) each project personnel occupies and relates to actual costs	Based on estimated costs from previous year
Common security, internet, ICT services and maintenance, common cleaning	On the basis of per personnel and relates to actual costs	Based on estimated costs from previous year
•Costs of Advisor, Policy Specialist, Programme Specialist, and a staff to be recruited under International Professional Service Contract in the Output 1, 2, and 3 as these staff positions are not of support nature but specifically contribute to each of those outputs		



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②	UNDP CONTRIBUTIONS ACCOUNT		
IBAN/ACCOUNT NUMBER ③	36349562		
CURRENCY	US DOLLAR		
BIC/SWIFT CODE	CITIUS33	BRANCH CODE ④	NY - 940
BANK NAME	CITIBANK		
ADDRESS OF BANK BRANCH			
STREET & NUMBER	399 PARK AVENUE		
TOWN/CITY	NEW YORK, NEW YORK	POSTCODE	10022-4617
COUNTRY	UNITED STATES OF AMERICA		

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	UNITED NATIONS DEVELOPMENT PROGRAMME		
STREET & NUMBER	ONE UNITED NATIONS PLAZA		
TOWN/CITY	NEW YORK, NEW YORK	POSTCODE	10017
COUNTRY	UNITED STATES OF AMERICA		

REMARK	
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<p>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤</p> <div style="text-align: center;"> </div>	<p>DATE (Obligatory)</p> <p style="text-align: center;">17 OCTOBER 2016</p> <hr/> <p>SIGNATURE OF ACCOUNT HOLDER (Obligatory)</p> <div style="text-align: center;"> </div> <div style="text-align: center; border: 1px solid black; padding: 5px;"> <p>JULIE ANNE MEJIA Treasurer UNDP Treasury Division</p> </div>
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- ① Enter the final bank data and not the data of the Intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

ANNEX V

Request for payment for Contribution Agreement

Date of the request for payment <..... >

For the attention of
<Address of the Contracting Authority>
<Financial unit indicated in the Contribution Agreement>¹

Reference number of the Contribution Agreement: ...

Title of the Contribution Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of pre-financing/interim payment/balance² under the Contribution Agreement mentioned above.

The amount requested is [in accordance with Article 4 of the Special Conditions of the Contribution Agreement/the following]³

Please find attached the following supporting documents:

- narrative and financial progress report (for pre-financing / interim payments)
- final narrative and financial report (for payment of the balance)⁴

The payment should be made to the following bank account: .⁵

Please when making the payment indicate the following communication: ...

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully, <signature>

¹ If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Contribution Agreement.

² Delete the options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

⁵ Indicate the account number shown on the financial identification form annexed to the Contribution Agreement. In the event of change of bank account, please complete and attach a new financial identification form as per model.

N.B.: Instalments of pre-financing, interim payments and final payments shall be made upon approval of the payment request accompanied by a progress or final report (see Articles 19 of the General Conditions of Contribution Agreement).



*Empowered lives.
Resilient nations.*



Annex VI: Communication and Visibility Plan

A. Objectives

Overall Objectives

The particular Action, in which EU funds contribute to, is an integral part of the OECD-UNDP Joint Support Team's support to the Global Partnership 2020-2022 Work Programme. It also supports preparation for the third High-Level Meeting, aimed at providing new impetus to a principled-based, evidence-led approach to sustainable development by promoting a more systemic and rigorous use of the effectiveness principles across all development efforts as well as collective action to scale up multi-stakeholder action at country level.

In this vein, the key objectives of the communications strategy include:

- Promoting the work of the Global Partnership and its stakeholders as well as its results on improving effectiveness of development co-operation and partnerships at the country level. This includes sharing Global Partnership Action Dialogue stories and briefs and facilitating virtual learning activities such as webinars.
- Garnering a wider audience, especially in partner countries, through interactive web page that easily highlights country-level evidence and key players invested in the work of the Global Partnership including co-chairs, Steering Committee, champions of development effectiveness (such as EU and other partners that continue supporting the work of the Global Partnership and the OECD/UNDP Joint Support Team).
- Raising awareness of the Global Partnership's member-driven Action Areas, especially AA1.1 and SP3 on Action Dialogues and Monitoring, and motivating development stakeholders to engage both in country-led development effectiveness efforts and in the work of the Global Partnership.

Target audiences and specific objectives

The main target audiences are core constituencies that are represented in the Global Partnership governance architecture both at political and practitioner levels, including: partner country governments, development partners, development cooperation agencies; multilateral development banks and multilateral organisations, civil society organisations, the private sector, foundations, parliaments and parliamentarians; trade unions, and sub-national authorities.

The specific objectives of the communication strategy for this target group at political level is to reinforce the importance and value of a principled-based development efforts and raise awareness of the Global Partnership's results and impact to increase political attention.

At practitioner levels, the specific objective is to raise awareness of the Global Partnership process, its country-level results and impact, and to motivate increased and strengthened engagement of these constituencies in the work of the Global Partnership.

In addition, regional platforms/institutions and think-tank and academia are key target audiences of the Global Partnership's communication efforts. The specific objective for this group is to promote the work of the Global Partnership and raise awareness of the Global Partnership's results, evidence and data.

The target audience also includes permanent representatives and missions to the UN, OECD, and other inter-governmental organisations. The specific objective for this group is to reinforce the importance and value of the principles of effective development cooperation that can accelerate achievement of the 2030 Agenda and highlight the impact of effectiveness through Global Partnership's most recent evidence, data and stories.

B. Communication Activities

Key dissemination tools include:

- Global Partnership website (www.effectivecooperation.org) and its [Knowledge Sharing Platform](#)
- Virtual learning/knowledge-sharing activities and platforms e.g. through [Global Webinar Series](#)
- Global Partnership newsletter that is sent through e-mail to over 7,000 subscribers
- Social media, including Global Partnership's Twitter, Facebook, LinkedIn, and YouTube.

This Action will draw on the above dissemination tools that are managed by the GPEDC communication and knowledge sharing focal point to undertake communication activities.

In addition, this Action aims to establish an interactive Country Activity Map in the Global Partnership website and/or Knowledge Sharing Platform to promote visibility of country-led development effectiveness actions.

Furthermore, as appropriately, the project team will work with UNDP's corporate communication office to cross-post and/or promote the Global Partnership and its work through UNDP's social media and on UNDP's global site.

In addition, country stories of progress and briefs supported by this Action will be used to produce the Global Partnership's communication products for target key events, such as: High-Level Political Forum, Financing for Sustainable Development Forum, LDCs Conference, OECD-DAC High-Level/Senior Level Meetings

The above activities will be conducted in an on-going basis. They will be implemented in compliance with the FAFA (Art. 11), the General Conditions (Art. 8) and the Joint Visibility Guidelines for EC-UN Actions in the Field¹.

C. Resources

¹ https://eeas.europa.eu/archives/delegations/rome/documents/eu_united_nations/ec_un_joint_visibility_guidelines_en.pdf

The total cost of the Action is USD **1,235,102** for 15 months. Out of this, a total amount of USD 25,000 has been allocated specifically for communication product (interactive Country Activity Map on GPEDC website). In addition, the GPEDC project staff will dedicate the certain proportions² of their time on communication, knowledge-sharing and learning activities. This includes preparation and sharing of country-level contents e.g. country stories of progress/briefs from the Action Dialogues and facilitation of country-led knowledge sharing and learning on the GPEDC Knowledge Sharing Platform and the GPEDC website. The GPEDC project staff will leverage and utilize the communication and knowledge-sharing expertise of the Global Partnership's project team as well as UNDP's internal communication capacities on a regular basis.

² See the budget justification of the Annex III: Budget .

Annex VII Management Declaration

I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Contribution Agreement(s) <insert reference of the concrete Agreement(s)>, (the “Agreement(s)”), based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

1. The information submitted under Article 3 General Conditions of the Agreement for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate. To be noted that at the time of signature of this Management Declaration, the following contracts <insert reference of the Agreement(s) for which there was not yet reporting obligation>, were not yet subject to submission of reporting according to the conditions of Article 3 of the General Conditions;
2. The expenditure was used for its intended purpose as defined in Annex I of the Agreement;
3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of this Agreement.
4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement and applying the accounting, internal control, audit systems, and procedures for grants and procurement, including a review procedure,¹ referred to in Article 1.3 of the Special Conditions and which have been positively assessed in the ex-ante pillars assessment.

Furthermore, I confirm that I am not aware of any undisclosed matter which could harm the interests of the European Union.

[*However, the following reservations should be noted:*]².

<insert place and date>

.....
(signature)

<Insert forename and surname>

¹ Adapt if grants and/or procurement procedures is/are not the one(s) assessed by the Commission

² Option to be used in case of reservations.

United Nations Development Programme



Brussels, 22 November 2021

Project Reference: DEVCOM/2021/428-321
Title of the Action: Action to support to the UNDP delivery of substantive country engagement/anchoring functions of the GPEDC JST to strengthen its provision of country-level evidence and information on development effectiveness
Subject: Signed Agreement and Request for Pre-Financing Payment

Dear Ms. Genty,

With reference to the above-mentioned Contribution Agreement, I am pleased to send you enclosed a copy of the Agreement duly countersigned and dated. I hereby also would like to request the release of the first pre-financing payment, as per article 4.2 of the Special Conditions.

I take this opportunity to thank the European Commission for supporting this important initiative and look forward to our continuous cooperation.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Camilla Bruckner', is positioned above the printed name.

Camilla Bruckner
Director, UNDP Brussels Office

Ms Karine GENTY
Head of Unit - Finance and Contracts for Centralised Operations (INTPA.R.6)
Directorate-General for International Partnerships
European Commission
B-1049 Brussels

**CC: Ms Fiona RAMSEY, Head of Unit - Effective Development Policy and Team Europe (INTPA.D.1),
Directorate-General for International Partnerships – European Commission**

**CLEARANCE SLIP FOR AN EU (CO-)FUNDED
UNDP PROJECT**

Title of the Action and (Proj. # if applicable): *To support the UNDP delivery of substantive country engagement/anchoring functions of the GPEDC JST to strengthen its provision of country-level evidence and information on development effectiveness*

EU contribution amount: 300,000 Euros (estimated at 347,790 USD¹)

EU Agreement ref: DEVCOM/2021/428-321

Designated Manager: Mr. Haoliang Xu
Assistant Administrator & Director
Bureau for Policy and Programme Support

	Bureaux/Units	Signatures	Date
1.	<p>Country Office / Regional Bureau / Business Unit</p> <p>a) Agreement reviewed and conformity with UNDP's mandate verified b) Check the conformity with UNDP Regulations and Rules c) Reporting requirement noted and accepted d) Executing agency acceptance of support cost arrangement confirmed e) Administrative cost arrangements confirmed f) Manager informed of his/her responsibilities as per attached document</p>	<p><u>Haoliang Xu</u> Assistant Administrator & Director Bureau for Policy and Programme Support</p> <p><i>Haoliang Xu</i></p>	09-Nov-2021
2.	<p>BERA/ Brussels Office:</p> <p>a) General review of the agreement undertaken b) Conformity to general practice with donor confirmed c) Propriety of EU modality for intended contribution verified d) Noting and clearing deviations from standard format e) Special issues noted as relevant</p>	<p><u>Camilla Bruckner</u> BO Director Authorizing Signature</p> <p><i>Camilla Bruckner</i></p>	

Comments: The signatory authority is delegated to Camilla Bruckner, UNDP Brussels Office Director.

¹ This amount corresponds to the amount of the EU Contribution in the Currency of the Agreement at the InforEuro rate of the month of signature of this Agreement.