



SPECIFIC AGREEMENT

| 1. Name of Project: | Support to Iraq's Electoral Process – Capacity Development, as described in the Project Document dated 23 October 2020 (hereinafter the "Project") | | | | | | | | | | | | |
|---|---|-----------------|----------------------------|-----------------|----|------------------|---------------|----|--|--|----|--|--|
| 2. Agreement number | UN ref. no: 00124641, the Donor ref. no IRQ-20/0005 | | | | | | | | | | | | |
| 3. Agreement Start Date: | Upon entry into force in accordance with paragraph 24, below. | | | | | | | | | | | | |
| 4. Support Period | From 1 December 2020 to 30 November 2021 | | | | | | | | | | | | |
| 5. Agreement End Date: | <p>The Agreement shall expire on 30 November 2021 with the completion of the Project. However, the obligations of the Parties under the Agreement will remain in force until all obligations arising from it have been fulfilled and all commitments and liabilities incurred in the implementation of the Project have been met.</p> <p>The Recipient shall notify the Donor when all activities related to the Project have been completed.</p> | | | | | | | | | | | | |
| 6. Donor: | The Norwegian Ministry of Foreign Affairs. | | | | | | | | | | | | |
| 7. Recipient: | United Nations Development Programme "UNDP" | | | | | | | | | | | | |
| 8. Contribution Currency/Amount: | Not exceeding NOK 2,500,000 (including the levy) | | | | | | | | | | | | |
| <p>9. Payment (to be made upon written payment request): (Check one only.)</p> <p><i>Each disbursement may only cover expenditures for a period of 12 months for grants from the Ministry of Foreign Affairs and NORAD but may only cover a period of 6 months from the Ministry of Climate and Environment.)</i></p> | <p><input checked="" type="checkbox"/> The Contribution will be transferred in accordance with the following indicative disbursement plan:</p> <table border="1"> <thead> <tr> <th></th> <th>Tentative payment due date</th> <th>Currency/Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>26 November 2020</td> <td>2 500 000 NOK</td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> </tbody> </table> <p><input type="checkbox"/> The full amount of the Contribution will be transferred upon entry into force of this Agreement.</p> | | Tentative payment due date | Currency/Amount | 1. | 26 November 2020 | 2 500 000 NOK | 2. | | | 3. | | |
| | Tentative payment due date | Currency/Amount | | | | | | | | | | | |
| 1. | 26 November 2020 | 2 500 000 NOK | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | |
| 9.a. Coordination Levy: (Only applicable to tight earmarked support, please see the Operational Guidance for Implementing the Coordination Levy) | NOK 24,752 | | | | | | | | | | | | |
| 10. UN[DP] Bank Account: | <p>Bank name: DNB Bank ASA Bank address: Stranden 21, Aker Brygge, 0021 Oslo, Norway Account title: UNDP Contributions (NOK) Account Account No.: 70010243287</p> | | | | | | | | | | | | |

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| | IBAN/SWIFT: NO4370010243287 / DNBANOKK |
| 11. Recovery Rate for Indirect Costs: (enter Executive Board decision authorizing recovery rate) | 8 % of the Contribution charged based on the total expenses incurred from the Contribution. |
| 12. Programme/Project Description and Budget | The Project description and budget are included in Annex I. |
| 13. Remittance Advice to be sent to: (the applicable UN Organization. Please specify the address at unit/division-level, and not to a specific person) | <u>contributions@undp.org</u> |
| 14. Confirmation of Remittance Receipt to be sent to: (the applicable Donor. Please specify the address at unit/division-level, and not to a specific person) | <u>emb.amman@mfa.no</u> |
| 15. Consultations: (check one only if any; strike if not applicable and enter "N/a") | <input checked="" type="checkbox"/> Semi-Annual meetings. Norway and UNDP will have an annual meeting about the Norwegian funding before the end of the project. <input checked="" type="checkbox"/> Other: monthly update meetings between UNAMI and all donors to the Project Unless otherwise agreed, the Recipient shall convene and chair the consultations. The Recipient shall draft agreed minutes of the meeting and submit these within 3 weeks to the Donor for comments and approval. Each Party shall bear their own costs for participating in such consultations. The purpose of these consultations is to: a) Review the progress of the Project b) Discuss possible revisions of plans and budgets c) Discuss issues of special concern for the implementation of the Project. The documents specified in the Framework Agreement (hereinafter the Framework Agreement) Articles V, VI and VII shall form the basis for the Annual Consultations. |
| 16. Additional reporting: (if any; strike if not applicable and enter "N/a"). | The Recipient shall provide: <ol style="list-style-type: none"> 1. A consolidated progress report to the donors in the form of quarterly reports and annual reports. 2. A final narrative report upon completion of the project. The costs of additional reporting to be provided hereunder shall be considered a direct cost of the Project, and be included in the budget. |
| 17. Contact Persons: | (a) For the Donor: Name: [Roar Haugsdal] Title: [Minister Counsellor] Email: [Roar.Haugsdal@mfa.no] Telephone: [+ 964 7809172023] |

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| | (b) <u>For the Recipient:</u> Name: Zena Ali Ahmad Title: Resident Representative Email: zena.ali-ahmad@undp.org Telephone: +964 782 783 6213 |
| 18. Annexes: (add additional Annexes as necessary) | Annex I: Project description, including Results Framework, Budget; and Description of Risk Management. Annex II: Copy of the Framework Agreement. |
| 19. The Donor agrees to make the Contribution to the Recipient (together with the Donor referred to as the “Parties”), in accordance with the terms of this Specific Agreement and the Framework Agreement for the Project activities as specified in the /Project description document. | |
| 20. In the event that the Contribution is disbursed by the Donor subject to a tentative payment schedule as set out paragraph 9 above, the Parties agree that such schedule shall be subject to the principle that payments must be received by the Recipient in advance of any implementation of Project activities. The tentative payment schedule may be amended as agreed between the Parties in writing, to ensure that it remains consistent with the progress of the Project. If payments are not received in accordance with the payment schedule, the Recipient reserves the right to reduce, suspend or discontinue the Project. | |
| 21. This Specific Agreement constitutes an agreement supplementary to the Framework Agreement between the Parties. The terms of the Framework Agreement constitute an integral part of this Specific Agreement. | |
| 22. This Specific Agreement may be modified by written agreement between the Parties. It may be terminated by mutual agreement of the Parties or by one Party providing to the other Party a written notice of termination of not less than 30 calendar days. Upon receipt by one Party of the other Party’s written notice of termination, the Parties will take all reasonable and necessary measures to conclude the implementation of the Project and complete their activities in an orderly manner. The Recipient may apply any unutilized portion of the Contribution up to the date of termination to permit the orderly conclusion of the Project, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties, and the settlement of contractual commitments or liabilities relating to or in connection with the Project, including in respect of any implementing partners, contractors, subcontractors, consultants or suppliers. | |
| 23. Any unspent funds that according to the Framework Agreement shall be repaid to the Donor, shall be marked: “Unused funds from: (IRQ-20/0005), (Support to Iraq’s Electoral Process – Capacity Development), and repaid to the following bank account: Name of the account: Royal Norwegian Embassy in Amman Account no.: 76940514440 IBAN no.: NO6876940514440 Swift/BIC code: DNBANOKK The Recipient shall inform the Donor when a repayment is made via e-mail message with remittance information to emb.amman@mfa.no stating the agreement number. | |
| 24. This Specific Agreement will enter into force on the date it is signed for and on behalf of both Parties. | |
| 25. In witness whereof, the undersigned, acting on behalf of their respective Parties, have signed the present Agreement in the English language in two copies. | |
| FOR THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS: Signature: Tone Allers  Title: Ambassador Date: 29.12.20 | FOR THE UNITED NATIONS DEVELOPMENT PROGRAMME: Signature: Vakhtang Svanidze  Title: Officer in Charge- UNDP Iraq Date: 29/11/20 |

ANNEX – COORDINATION LEVY
UNITED NATIONS GENERAL ASSEMBLY RESOLUTION A/RES/72/279

The present Annex is an integral part of the Specific Agreement to contribute to the Support to Iraq's Electoral Process – Capacity Development Project, with UN ref. no: 00124641, the Donor ref. no IRQ-20/0005

Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Donor agrees that an amount corresponding to 1% of the total contribution to UNDP shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges and agrees that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

The Donor acknowledges and agrees the coordination levy does not form part of UNDP's cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the donor, however, especially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the donor can submit a request for refund to the United Nations Secretariat directly. UNDP will not administer the coordination levy. UNDP will not report on the use of the coordination levy. UNDP does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Donor and the United Nations Secretariat on bilateral basis.

A contribution of NOK 2.500 000 is made under the Agreement. The coordination levy for this Agreement is in the amount of NOK 24.752 . This coordination levy amount will be transferred to UNDP at the bank account indicated in the Agreement immediately after its signature.