

**EUROPEAN UNION
GRANT AGREEMENT FOR PILLAR ASSESSED ORGANISATIONS
(PA GRANT AGREEMENT)**

ENPI/2015/365-717

(the "Agreement")

The European Union, represented by the European Commission, (the 'Contracting Authority') of the one part, and

United Nations Development Programme (UNDP)
International Organisation
Head office at One Plaza, New York, NY 10017, USA
represented, for the purpose of this agreement, by the UNDP office in the Hashemite Kingdom of Jordan,
P.O. Box 941631
Amman, 11194, Jordan
hereinafter the 'Organisation'

of the other part, (individually a "Party" and collectively the 'Parties') have agreed as follows:

SPECIAL CONDITIONS

Article 1 — Purpose

- 1.1 The purpose of this Agreement is the award of a financial contribution by the Contracting Authority to finance the implementation of the action entitled: *Enhanced Support to the Independent Electoral Commission and the Judiciary in Jordan (2016-2017)* (the 'Action') described in Annex I.
- 1.2 The Organisation shall be awarded the contribution on the terms and conditions set out in this Agreement, which consists of these special conditions (the 'Special Conditions') and the annexes, which the Organisation hereby declares it has noted and accepted.
- 1.3 The Organisation accepts the contribution and undertakes to be responsible for carrying out the Action.
- 1.4 In the performance of the activities, the Organisation applies its own internal control and accounting systems as well as the rules and procedures for an independent external audit which have been positively assessed in the ex-ante pillars assessment, as well as any other Regulations and Rules, to the extent that these are not in conflict with the provisions of this Agreement.
- 1.5 This Action is an EU External Action. The Action is financed under the European Neighbourhood and Partnership Instrument (ENPI) under the EU Budget.
- 1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement between the EU and the UN (FAFA)¹.

Article 2 — Implementation and execution period of the Action

- 2.1 This Agreement shall enter into force on the date when the second of the two Parties signs.
- 2.2 Implementation of the Action shall begin on **16 January 2016**.
- 2.3 The Implementation Period of the Action is **14 months**.
- 2.4 The Execution Period of this Agreement shall end on the end date as stipulated under Article 13.5 of Annex II.

Article 3 — Financing the Action

- 3.1 The total eligible costs of the Action are estimated at EUR 756,163.00 as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of **EUR 737,923.00**. This contribution is further limited to 97.59% of the total eligible cost of the Action.

¹ <https://ec.europa.eu/europeaid/node/45445>

The final amount of the Contracting Authority's contribution shall be determined in accordance with Articles 24, 25, 27 and 28 of Annex II.

- 3.3 Pursuant to Article 25 of Annex II, eligible indirect costs shall be declared on the basis of a flat-rate of maximum 7% of the final amount of direct eligible costs of the Action established in accordance with Articles 24, 25, 27 and 28 of Annex II.

Article 4 — Reporting and payment arrangements

- 4.1 Payments shall be made in accordance with Article 26 of Annex II

The agreed pre-financing rate is 99% of the Contracting Authority's share of the forecast budget for the first 12-month period of the Action.

Initial pre-financing instalment: EUR 700,493.

Forecast balance of the final amount of the contribution:

(subject to the provisions of Annex II): EUR 37,430.

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 (EN). If requested by the Contracting Authority they shall be accompanied by a translation or a summary in English or French where the language of the Agreement is not English or French.

- 5.2 Any communication relating to the Agreement shall be in writing, shall state the number and/or title of the Action, and shall use the following addresses below.

- 5.3 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

Delegation of the European Union to the Hashemite Kingdom of Jordan
For the attention of the Head of the Finance, Contracts and Audit Section
P.O. Box 852099
Amman, 11185, Jordan

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

Delegation of the European Union to the Hashemite Kingdom of Jordan
For the attention of the Head of the Operations Section
P.O. Box 852099
Amman, 11185, Jordan

For the Organisation

United Nations Development Programme (UNDP)
For the attention of the UNDP Resident Representative
P.O. Box 941631
Amman, 11194, Jordan

- 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 Investigations Section, United Nations Development Programme, One United Nations Plaza, 4th floor New York 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 Project)

Annex II: General Conditions for PA Grant or Delegation Agreements (Part II on Delegation Agreements does not apply)

- Annex III: Budget for the Action
 Annex IV: Financial identification form
 Annex V: Standard request for payment
 Annex VI: Communication and Visibility Plan

6.2 In the event of a conflict between the provisions of the present Special Conditions and any annex thereto, the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 — Other specific conditions applying to the Action

7.1 The General Conditions are supplemented by the following:

- 7.1.1 A succinct narrative report on the implementation of the action shall be sent to the Contracting Authority every three months. The report shall describe the achievements, the encountered difficulties and the perspectives for the period.
- 7.1.2 Where the implementation of the Action requires the setting up or the use of local infrastructure in the partner country (field office), the Organisation may declare as eligible direct costs the capitalised and operating costs of local infrastructure if all the following conditions are fulfilled:
- (a) They comply with the cost eligibility criteria referred to in Article 25.1 of the General Conditions;
 - (b) They fall within one of the following categories:
 - (i) costs of staff, including administrative and support staff, directly assigned to the operations of local infrastructure;
 - (ii) travel and subsistence costs for staff and other persons directly assigned to the operations of local infrastructure;
 - (iii) depreciation costs, rental costs or lease of equipment and assets composing local infrastructure.
 - (iv) costs of maintenance and repair contracts specifically awarded for the operations of local infrastructure;
 - (v) costs of consumables and supplies specifically purchased for the operations of local infrastructure;
 - (vi) costs of IT and telecommunication services specifically purchased for the operations of local infrastructure;
 - (vii) costs of energy and water specifically supplied for the operations of local infrastructure;
 - (viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of local infrastructure;
 - c) The Organisation declares as direct eligible costs only the portion of the capitalised and operating costs of local infrastructure which corresponds to the duration of the Action and
 - (i) the rate of actual use of local infrastructure for the purposes of the Action; or
 - (ii) the rate of use of local infrastructure for the purposes of the Action, determined by the Organisation on the basis of a simplified allocation method, provided that the allocation method is:
 - compliant with the Organisation's usual accounting and management practices and applied in a consistent manner regardless of the source of funding, and
 - based on an objective, fair and reliable allocation key.

Done in English in two originals, one original being for the European Union and one original being for the Organisation.

For the Organisation

Name Zena Ali Ahmad
 Position Country Director
 Signature
 Date

17 SEP 2015

For the Contracting Authority

Name Andrea Matteo Fontana
 Position Ambassador /
 Head of Delegation

Signature
 Date

Andrea Fontana
 17.09.15