



ATLAS ACCOUNTS PAYABLE DATA ENTRY FORM

The purpose of this form is to support of the creation of the Accounts Payable voucher in ATLAS.

Vendor name: European Commission

Invoice number: Debit Note Nr 4940150879-Refund of Unspent Grant under Amkeni Wakenya Project (Phase I)

Vendor number: 0000005423

Date goods received: N/A **Amount & currency of pymt:** **Euro 63,215 (USD 68,563)**
{Exch. Rate 1\$=Euro0.922}

Quantity received: As per attached Memo/EU Debit Note Nr4940150879/Report acceptance acknowledgement from EU/contract/Other annexes

Purchase order number: N/A
(where applicable)

Expense distribution:

<u>Account</u>	<u>Oper Unit</u>	<u>Fund</u>	<u>Department</u>	<u>Project</u>	<u>Impl Agent</u>	<u>Donor</u>
As appropriate	KEN	30079	34204	<u>PC Business Unit: KEN10</u> <u>Project: 00061019</u> <u>Activity ID: Outcome4</u>	<u>001981</u>	00280

Signature of budget holder

Ekitela Lokaale, UNDP-K, 21184
Name of budget holder, unit & extension

Date: 28/01/2016



Refund ~
EU due 1st Feb 2016.



Empowered lives.
Resilient nations.

**Interoffice
Memorandum**

To:	Catherine Masaka,,, Country Director ai, UNDP-K	<i>(Signature)</i> 28/1/16		
Through:	Sheila Ngatia Head of Programmes, UNDP-K	<i>(Signature)</i>	Date:	27 th Jan 2016
Through:	David Maina Team Leader –DGU, UNDP-K	<i>(Signature)</i>	Date:	27 th Jan 2016
From:	Ekitela Lokaale Programme Manager, Amkeni Wakenya	<i>(Signature)</i>	Date:	27 th Jan 2016
		<i>(Signature)</i>	File:	2KEN08/215
Subject:	Request for approval to Reimburse the European Union Balance of Unspent funds - \$68,563			

Background:

As you may be aware, The European Union extended financial support to Amkeni Wakenya phase I vide a contribution agreement that was signed on 20th December 2010 and an amended on 5th April 2012 for Euro 3,400,000 with an end date of 20th April 2014. Since signing of the agreement, Amkeni Wakenya project has received a total contribution of Euro 3,400,000 and the transfer of the tranches is as per table below. However, Amkeni had not fully spent the entire grant amount and hence is required to refund to the EU, a total of \$68,563 as indicated below

Amkeni Wakenya Phasel- EU refund computation-26th Jan 2016	
Description	Euro
Funds - Initial Agreement signed on 21/12/2010	€ 3,370,000.00
Additional funds - Amended agreement signed on 05/04/2012	€ 30,000.00
<u>Total Contribution</u>	€ 3,400,000.00
- 1 st Transfer	€ 917,280
- 2 nd Transfer	€ 1,095,007
- 3 rd Transfer	€ 1,042,822
- 4 th Transfer	€ 323,233
<u>Total Funds Received before expiry of agreement (20/04/2014)</u>	€ 3,378,342
Add: 5th Final Payment received after expiry of agreement	€ 21,658
<u>Total Funds Received to date</u>	€ 3,400,000
Less: Expenditure Final report as at 20 th April 2014	(€ 3,337,292)
Add: Exchange rate adjustment	€ 507
<u>Balance of Funds Refundable to donor (Euro)</u>	€ 63,215
<u>Balance of Funds Refundable to donor (USD Equiv. Exch rate 1\$=Euro0.922)</u>	\$68,563

Attached are Debit Note for unspent balance from EU, the contribution agreements, the final narrative and financial reports accepted by the donor and other supporting annexes. Kindly note that the said balance

should be refunded by 1st February 2016, to avoid levying of interest as penalty for delayed reimbursement by the EU.

The COA to charge the refund is as below:

<u>Account</u>	<u>Oper Unit</u>	<u>Fund</u>	<u>Department</u>	<u>Project</u>	<u>Impl Agent</u>	<u>Donor</u>
As Appropriate	KEN	30079	34204	<u>PC Business Unit: KEN10</u> <u>Project: 00061019</u> <u>Activity ID: Outcome4</u>	<u>001981</u>	00280

Amkeni Wakenya Phasel- EU refund computation-26th Jan 2016

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<u>Total Funds Received to date</u>	€ 3,400,000
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<u>Balance of Funds Refundable to donor (Euro)</u>	€ 63,215
<u>Balance of Funds Refundable to donor (USD Equiv. Exch rate 1\$=Euro0.922)</u>	\$68,563



European Commission

1049 Brussels, Belgium

FOR RUTEA - Amken

*Copy: David Maura
Jackson Muturi*

Vokay MJK

Enquiries to : MS BETTY NYAMBURA GATHECA

e-mail : BETTY.GATHECA@EC.EUROPA.EU

20 DEC 2015

23/12/2015

**DEBIT NOTE
ORIGINAL
Nr 4940150879**

UNITED NATIONS DEVELOPMENT PROGRAMM

1 United Nations Plaza

10017 New York

ETATS-UNIS

Lima O'Neil Hankey, Contribution Specialist, Comptroller's Division

Contract or file number

FED/2010/258-838-RECOVERY OF UNSPENT PROJECT BALANCE AND FINAL PAYMENT

Prior information

Note ref: Ares(2015)KEN/FCS/5055218 of 13/11/2015

16/12/2015 (Wednesday 16 December 2015)

Justification of the debit note

Recovery of incorrectly released funds related to unspent project balance of Euro 41,557.00 and final payment (as foreseen in the special conditions) of Eur 21,658.00 = Eur 63,215.00

Scan MS

Attachment

Deadline	Exclusively by banker's order to the account	Reference to be quoted	Currency	Amount
01/02/2016	of the European Commission BNP PARIBAS FORTIS Montagne du Parc, 3 B-1000 BRUSSELS-BELGIQUE IBAN Code : BE37 0016 7694 8528 SWIFT BIC Code : GEBABEBB	4940150879	EUR	63,215.00

Terms of payment :

- All bank charges are payable by you, except where Directive 2007/64/EC on payment services in the internal market applies.
- Where the other party has claims on the Commission that are certain, of a fixed amount and due, the Commission reserves the right, after giving prior notification, to effect recovery by offsetting.
- Failing crediting the Commission's account by the deadline, interest will be payable on the established entitlement at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the EU, in force on the first calendar day of the month in which the amount is due, namely 02-2016 + 3.5 percentage points.
- If the Commission's account is not credited by the deadline, the Commission will:
 - call in any financial guarantee lodged in advance;
 - enforce payment either by adopting an enforceable decision in accordance with Article 299 of the Treaty on the Functioning of the European Union or by taking legal action;
 - publish the name of any debtor ordered to make a payment in a court ruling.

European Commission
Office : DEL /
e-mail : ANNE.BOURDILLEAU@EC.EUROPA.EU

Bourdille
ANNE BOURDILLEAU



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Resilient nations.*

23 November 2015

Dear Ms. Bourdilleau,

Subject: **Contribution Agreement between the EU and UNDP Kenya on Amkeni Wakenya Civil Society Democratic Governance Facility (Contract Number 2010/258-838)**

We refer to the above Contribution Agreement and your letter dated 13 November 2015 on refund to the EU of Euro 63,215 comprised of an unspent balance at the end of the project of Euro 41,557 and the final payment of Euro 21,658 which had been paid into our accounts.

We have taken note of your kind clarification and are now embarking on the process of refunding the funds. We thank you for your support and cooperation throughout implementation of this project and look forward to partnering with you in future.

Yours sincerely,

A handwritten signature in blue ink, which appears to read 'Maria-Threase Keating', is written over a faint, larger version of the same signature.

**Maria- Threase Keating
Country Director**

**Ms. Anne Bourdilleau
Head of Finance and Contracts Section
European Union Delegation
P.O. Box 45119- 00100
Nairobi**



EUROPEAN UNION
DELEGATION TO THE REPUBLIC OF KENYA



- SKN for Action
13 NOV 2015 19/11/15

Nairobi,
Ref: Ares(2015)KEN/FCS/5055218

Fernando Abaga Edjang
Deputy Country Director (Programmes)
United Nations Development Programme
United Nations Office in Nairobi
P.O. Box 30218-00100
Nairobi

18 NOV 2015
KEN/5215
MTK/SKN
dm cc
NBT

DM/BAK
Urgent
1) Response letter for CO
2) Process to refund must begin 17/11/15

Dear Fernando Abaga Edjang

Contract: FED/2010/258-838
UNDP Kenya – Amkeni Wakenya Grantees
Subject: Your request for final payment of 19th June 2015

We received your request for final payment of € 21,658.00 on 1st July 2015 in which you had also requested for our approval to utilize the unspent balance of € 41,557.00 at the end of the implementation period (20th April 2014).

Due to an oversight on our part, the final payment of € 21,658.00 (as foreseen in the Special Conditions) was paid into your account in August 2015 whereas you had some unspent balance of € 41,557.0 which is in contravention with the stipulations of Article 4(3) of the Special Conditions where it is clearly stated that any unspent balance shall be refunded to the contracting authority.

In case you have any comments, please inform us within 10 days of the date of dispatch of this advice. After this delay, a recovery order for an amount of € 63,215.00 (€ 21,658.00+€ 41,557.00) will be raised.

Yours sincerely

Ann BOURDILLEAU
Head of Finance and Contracts section

DM/BAK
Urgent
1) Response letter
2) Refund



Ref: 2KEN08/215

19 June 2015

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Resilient nations.*

Dear Mr.Habers,

Subject: Amkeni Audit Report and Request for Final Payment of Euro 21,658 to Civil Society Democratic Governance Facility (Amkeni Wakenya) and Authority to spend balance of Euro 41,557

Reference is made to the Contribution Agreement between the European Union and UNDP regarding the Civil Society Democratic Governance Facility (CSDG-F), identification No. 2010/258-838, signed on 21st December 2010 and Amendment called Rider No. 1, signed on 05th April 2012. We also acknowledge with thanks receipt of your letter Ref. Ares (2015) 2317046 dated 3rd June 2015. We note your request for Audit Report which we now confirm has since been submitted by the auditors and reviewed by UNDP management. This report includes the important recommendations and lessons learned that will greatly inform programming in Phase II of the project. We are therefore forwarding the Audit Report and an additional copy of the Interim Financial Report as requested.

We are now requesting for the release of final payment of Euro 21,658 under the cost-sharing agreement as per the below financial breakdown:

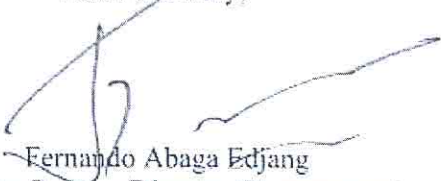
Funds - Initial Agreement signed on 21/12/2010	Euro 3,370,000
<u>Additional funds - Amended agreement signed on 05/04/2012</u>	<u>Euro 30,000</u>
<u>Total Funds Available</u>	<u>Euro 3,400,000</u>
1 st Transfer	Euro 917,280
2 nd Transfer	Euro 1,095,007
3 rd Transfer	Euro 1,042,822
4 th Transfer	Euro 323,233
<u>Final Payment (Current Request)</u>	<u>Euro 21,658</u>
<u>Total Funds Available</u>	<u>Euro 3,400,000</u>

Mr. Erik Habers
Head of Delegation
 Delegation of the European Union to the Republic of Kenya
 Ragati rd, Upperhill Area
 Nairobi, Kenya

In addition we are requesting the utilization of unspent balance of Euro 41,557 as at the end of contribution agreement of 20th April 2014 (financial report as at 20th April 2014 is attached). The balance will be applied to: a) scaling up results on Strategic Partnerships, b) capacity Building for civil society organizations and democratic governance institutions, c) visibility of the EU and d) Project closure.

Finally, I would like to reiterate the mutually beneficial partnership between the EU-Delegation and UNDP towards deepening democratic governance and reforms in Kenya.

Yours sincerely,

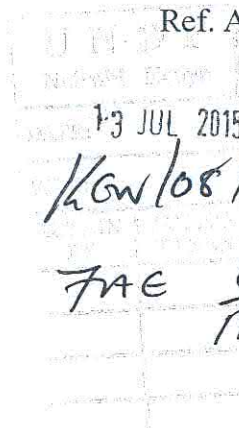


Fernando Abaga Edjang
Deputy Country Director (Programmes)



Date - 6 JUL 2015

Ref. Ares (2015) 2826230



Handwritten: KGW/08/215
FAE ca / MTK

Handwritten: f114/7
Exitele,
let's discuss,
please!
12/21/17

Mr Fernando Abaga Edjang
Deputy Country Director (Programmes)
UNDP
Gigiri

Dear Mr Abaga Edjang,

Subject: **10th BDAG-021518 – Contribution Agreement n° 2010/258-838
Submission of the Final report and Request of payment**

Ref: Your letters dated 12th May 2015; 19th June 2015

Further to your letter under reference and prior communications on the subject we acknowledge receipt of the auditors' report (for the period 01.01.12-30.06.14) and the request of payment for the balance which complement the set of documents annexed to the Final reports.

Before we review the financial reports, we analysed the narrative report for which you will find below our comments.

We were pleased to read about the achievements of Amkeni, an innovative facility in Kenya which supported many organisations across the country to deliver democratic governance projects at a critical juncture i.e. right after the passage of the Constitution. Among the key realizations, we noted the efforts of the facility to bridge the gap between grassroots, national advocacy CSOs and research institutions by establishing a 'triangular relationship'. These efforts resonated with the consultations of the EU Delegation with Kenyan CSOs on the "EU CSO Roadmap" in 2014, where CSOs deplored the shrinking space for their advocacy role in thematic areas of Kenya's development process. We also acknowledged the variety of activities of the 22 CSOs funded by the EU grant in various governance reforms. Finally, we wish to commend the integration of cultural actors in 4 distinct governance projects supported by EU funds through the Amkeni facility.

On the challenges faced, as also reflected in the just concluded final evaluation of Amkeni, you will agree with us that the facility raised high expectations from the civil society from national to grassroots level that eventually could not be met given the resources available (in short Amkeni was 'victim of its success'). As the facility has come to an end in its current fashion, this essential element should be taken into consideration as you set up the successor of Amkeni, with perhaps more prioritisation of the areas of intervention based on a sober assessment of the availed or anticipated resources.



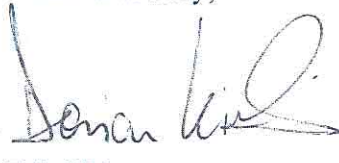
On the challenges still, and linked to the above assertion, we share the view of other development partners involved in the management of the facility that the project management unit established to implement the facility had also reached its limit in terms of monitoring of the projects' activities, their actual impact on the ground and their financial execution (all this has been corroborated by the final evaluation report).

Linked to the above assertion, and particularly on the issue of limited M&E capacity, it is difficult to assess from the submitted narrative report the extent to which the EU-funded projects have generated impact on the various issues addressed. This challenge mainly stems from the lack of objectively verifiable indicators. Ultimately the fundamental issue of 'Value for Money' remains unanswered, as the final evaluators note (p.45): *'during the course of the sample analysis, the evaluation found it difficult to evaluate grantee costs across various spending categories, and proportion of this to the results achieved, in order to establish the degree to which the projects represent good value for money. For example, reporting of workshops and training costs were largely on number of workshops or training undertaken other than by the costs per participant. It is worth noting that these costs are generally deemed to have the highest fiduciary risks.'*

All this is to say that, as much as we believe in the pertinence of Amkeni and its importance for grassroots organisations in Kenya, we are also convinced of the necessity to rethink its intervention logic, themes and programme arrangements (including the project management structure structure), against the availed and anticipated resources. These changes should result in rendering the successor of Amkeni more efficient, impactful and thus more susceptible to attract funding from development partners.

In the meantime, we are pleased to approve the narrative report submitted and we shall now review the financial and auditors' report along the request of payment of the balance. Shall my finance colleagues have queries, they will revert to you with the objective of closing this commitment the soonest possible.

Yours sincerely,

p.o. 

Erik Habers
Head of Operations

Cc: Mrs Maria Threase Keating
Country Director

Financial Statement
Project Title: Amkeni Wakenya (Civil Society Democratic Governance Facility)
Project Number: 00061019
To: European Union

Reporting Period: January 1, 2011 to April 20, 2014

	USD					TOTAL (USD)	TOTAL (EURO)	BUDGET (EURO)	BALANCE (EURO)
	2011	2012	2013	2014	TOTAL				
Contributions									
Carried forward from /to 2011/2012/2013	0	345,151	1,163,485	652,946	2,161,582	917,280			
Contribution for 2011	1,249,700	0	0	0	1,249,700	1,095,007			
Contribution for 2012	0	1,409,275	0	0	1,409,275	1,366,085			
Contribution for 2013	0	0	1,781,037	0	1,781,037	1,366,085			
Total Contributions (Funds Received)	1,249,700	1,754,427	2,944,521	652,946	4,440,012	3,378,342			
Expenditures									
Staff Costs	104,646	35,676	87,848	59,786	287,956	219,135	223,600	4,465	
Office Running	2,756	2,245	53,584	21,993	80,579	61,320	66,400	5,080	
Grant Making	786,191	274,164	1,875,442	406,434	3,342,232	2,543,438	2,545,000	1,562	
Capacity Building	1,985	104,925	157,868	84,612	349,390	265,686	287,833	21,947	
Strategic Partnerships	1,865	-12,648	17,947	11,606	18,770	14,284	40,000	25,716	
Visibility	7,106	451	0	13,906	21,462	16,338	16,700	367	
Total Programme Cost	904,549	404,814	2,192,690	598,337	4,100,389	3,120,396	3,129,533	59,137	
Indirect Support Costs (GMS)		186,128	98,886		285,014	216,896	220,467	8,571	
Actual Expenditures	904,549	590,942	2,291,576	598,337	4,385,403	3,337,292	3,400,000	62,708	
Exchange Rate Adjustment	0	0	0	0	0	507		507	
Fund Balance as at 20th April 2014	345,151	1,163,485	652,946	54,609	54,609	41,557		63,215	

Please note that all financial information described above is provisional until a Certified Financial Statement has been issued by the UNDP Comptroller's Office.

[Signature]
 Deputy Country Director Operations a.i.
 John Gathuya

Notes:
 1 Exchange rate applied is 1 USD = 0.761 Euro, derived from Income i.e. €3,378,342/\$4,440,012.
 Amount per agreement is €3,400,000. UNDP-Kenya received €3,378,342 from European Union, with unreceived balance of €21,658. Budget balance is therefore, greater than fund balance by €21,658
 2 (€63,215 - €41,557)



EUROPEAN UNION
DELEGATION TO THE REPUBLIC OF KENYA

Ref: KENCOOP/MGP/SB/JB (2012) D 909

10 APR 2012

Mr. Alfredo Teixeira
UNDP Country Director (a.i.)
UN Office, Gigiri,
P.O. Box 30218-00100

Dear Mr. Teixeira,

Dear Alfredo,

Subject: **10th BDAG-021518 – Contribution Agreement n° 2010/258-838
Rider No. 1 Budget Increase, €30,000**

Ref: Your letter dated 13th March 2012

Further to your letter under reference and subsequent communications on the same with Amkeni staff, we are pleased to concur with your request of a budget increase of €30,000 corresponding to the grant making budget line of the above-subject Contribution Agreement.

We are in deed of the opinion that this amount will support the sustained efforts undertaken by the Amkeni facility as regards the needed civic education campaign leading to the next General Elections.

In this regard, please find attached Rider No. 1 in duplicate for your signature. Upon signature, please return one copy to the Delegation for our records.

Yours faithfully,

Bernard Rey
Head of Operations

Encl: Rider 1

**ADDENDUM N° 1 TO
EUROPEAN UNION CONTRIBUTION AGREEMENT
WITH AN INTERNATIONAL ORGANISATION N° 2010/258-838**

The European Union, represented by the European Commission, Delegation of the European Union to the Republic of Kenya, P.O. Box 45119-00100, Nairobi, Kenya ("the Contracting Authority")

of the one part,

and

United Nations Development Programme, (UNDP) with its Head office at One UN Plaza, New York, NY 10017, United States of America ("the Organisation")

of the other part,

have agreed as follows:

The following provisions of the Contribution Agreement for the implementation of the action entitled *Strengthening Kenyan civil society to participate more effectively in democratic governance and reforms – Amkeni Wakenya* ("the Action") as described in Annex 1.

Concluded between the Contracting Authority and the Organisation on 21 December 2012 (the "Contribution Agreement") are hereby replaced/completed as follows:

Article 3 - Financing the Action

3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at **EUR 3,400,000**, as set out in Annex III.

All other terms and conditions of the Contribution Agreement remain unchanged. This addendum shall enter into force on the later date of signature by the Parties.

For the Organisation

Name

Title

Signature

Date


For the Contracting Authority

Name: Bernard Rey

Title Head of Operations

Signature

Date


5/4/2012

EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

2010/258-838

The European Union, represented by the Commission of the European Union, [Head of the European Union Delegation to the Republic of Kenya] ("the Contracting Authority")

of the one part,

and

United Nations Development Programme, (UNDP) with its Head office at One UN Plaza, New York, NY 10017, United States of America ("the Organisation")

of the other part,

have agreed as follows:

Special Conditions

Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: *Strengthening Kenyan civil society to participate more effectively in democratic governance and reforms – Amkeni Wakenya* ("the Action") as described in Annex 1.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions of Financial and Administrative Framework Agreement with the European Community and the United Nations and consists of these special conditions ("Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.
- 1(4) The Action is a Joint Management Action for all purposes of this Agreement.
- 1(5) The Action is not a Multi-donor Action for all purposes of this Agreement¹.

¹ Multi-donor Action is defined in the first indent of Article 1.7 of the General conditions of the Agreement and requires at least 2 donors; one can be the international organisation implementing the action. This terminology shall be used for the purpose of interpreting the provisions of the General Conditions of this Agreement (see in particular articles 15.7 and 16.1) and the provisions of the framework agreements signed by the European Union (see in particular preamble and article 9 of FAFA signed with the UN).

Article 2 – Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation of this Agreement will begin on the day following that on which the last of the two parties signs.
- 2(3) The implementation period of this Agreement, as laid down in Annex I, will end on 20 April 2014.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 3,370,000, as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 3,370,000; the final amount will be established in accordance with Articles 14 and 17 of Annex II.
- 3(3) Pursuant to Article 14(4) of Annex II, 7% of the final amount of direct eligible costs of the Action to be reimbursed by the Contracting Authority to the Organisation in accordance with Articles 14 and 17 of Annex II, may be claimed by the Organisation as indirect costs.

Article 4 - Narrative and financial reporting and payment arrangements

- 4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15(1) of Annex II.
- 4(2) Payment will be made in accordance with Article 15 of Annex II; of the options referred to in Article 15(2), the following will apply:

First Pre-financing	EUR	917,280
Forecast further instalments of pre-financing	EUR	2,431,062
Forecast final payment	EUR	21,658

(subject to the provisions of Annex II)
- 4(3) The exchange rate referred to in article 2.7 of Annex II is the UN operational rate of exchange on the date of the transaction, as set by UNDP regulations and rules.

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

In such event, the Organisation shall also:

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

Article 5 - Contact addresses

Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use the following addresses

For the Contracting Authority:

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

Head of Delegation
Delegation of the European Union to Kenya
Union Insurance Building, Ragati Road, Upper Hill
PO Box 45119, 00100, Nairobi, Kenya

For the attention of Financial Unit and Contract Section

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

Head of Delegation
Delegation of the European Union to Kenya
Union Insurance Building, Ragati Road, Upper Hill
PO Box 45119, 00100, Nairobi, Kenya

For the attention of Macroeconomic, Governance and Private Sector Section

For the Organisation:

United Nations Development Programme, Kenya
United Nations Offices in Nairobi, Gigiri,
P.O. Box 30218, Nairobi-00100, Kenya

For the attention of the Deputy Country Director (Programmes)

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

Annex II: General Conditions applicable to European Union contribution agreements with international organisations

Annex III: Budget for the Action


Annex IV: Financial identification form

Annex V: Standard request for payment

6(2) In the event of a conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take precedence.

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

For the Organisation

	Name	Aeneas C. Chuma
UN	Position	Resident Representative
DP	Signature	<i>Aeneas C. Chuma</i>
KENYA	Date	21/12/10

For the Contracting Authority

Name	
Position	<i>[Signature]</i>
Signature	<i>[Signature]</i>
Date	