



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

CONTRIBUTION AGREEMENT WITH UN AGENCIES

AGREEMENT NUMBER - ECHO/MMR/BUD/2008/03021

The European Community ("the Community"), represented by the European Commission ("the Commission"), itself represented for the purposes of signature of this Agreement by **Esko KENTRSCHYNSKYJ, Head of Unit**, Directorate-General for Humanitarian Aid - ECHO, of the one part,

and

UNITED NATIONS DEVELOPMENT PROGRAMME,
1, United Nations Plaza - 10017 NEW YORK - New York
("the International Organisation"), represented for the purposes of signature of this Agreement by **Antonio VIGILANTE, Director of UNDP Brussels Office**

of the other part,

hereafter referred to as "the Parties",

HAVE AGREED

the following **General Conditions, Special Conditions and Annexes:**

- Annex I** Description of the Action;
- Annex II** Financial overview of the Action;

which form an integral part of this Contribution Agreement ("the Agreement").

The **General Conditions applicable to European Community contribution agreements with International Organisations for humanitarian aid Actions**, ("the General Conditions"), which the Organisation declares to have read and accepted, shall apply. The General Conditions comply with the provisions of the Financial and Administrative Framework Agreement, (hereafter referred to as FAFA), between the European Community, represented by the Commission of the European Communities, and the United Nations, signed on 29 April 2003.

The terms set out in the General Conditions shall take precedence over those in the Annexes.

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Agreement.

SPECIAL CONDITIONS**ARTICLE 1 - PURPOSE**

- 1.1 Subject to the conditions established in this Agreement, the Commission will contribute to the eligible costs of the humanitarian aid Action entitled "**Information management support by the Myanmar Information Management Unit (MIMU) to humanitarian/recovery assistance in the Delta**", MYANMAR ("the Action") implemented by the International Organisation.
- 1.2 The description of the Action is annexed to this Agreement (Annex I). The International Organisation shall ensure that the Action is carried out in accordance with the description of the Action and the related proposal submitted on **15/05/2009** and registered at the Directorate-General for Humanitarian Aid under reference **09.3709**. The proposal and any possible additional information and modifications are an integral part of this Agreement.
- 1.3 This Agreement will be subject to the procedures applicable for the P control mechanism as defined in Article 1.4 of the General Conditions.

ARTICLE 2 – ENTRY INTO FORCE OF THE AGREEMENT AND IMPLEMENTATION PERIOD OF THE ACTION

- 2.1 Subject to the conditions laid down in Article 9 of the General Conditions, the Agreement shall enter into force on the date of receipt by the Commission of one of the originals of the Agreement duly signed by both Parties.
- 2.2 The implementation period of the Action shall run for **12.00 months** from **01/06/2009** ("the start date of the Action").
- 2.3 Subject to the conditions laid down in Article 18 of the General Conditions, expenditure is eligible from **01/06/2009**.

ARTICLE 3 – FINANCING THE ACTION

- 3.1 The direct costs of the Action eligible for Community financing are estimated at **EUR 576,918.00**. In accordance with Article 18.7 of the General Conditions, indirect costs are calculated at **EUR 40,384.00**, i.e. 7.00% of the direct costs. The total eligible costs of the Action are estimated at **EUR 617,302.00**, as set out in the financial overview in Annex II.
- 3.2 The European Community undertakes to finance a maximum of **EUR 300,000.00**.
- 3.3 The final amount of the European Community contribution shall be determined in accordance with Article 21 of the General Conditions.

ARTICLE 4 – SUBMISSION OF REPORTS

- 4.1 Five months before the end of the implementation period of the Action established in Article 2.2, the International Organisation shall submit an Intermediate report on the Action's implementation, covering the implementation up to one month before the reporting date.
- 4.2 The International Organisation shall submit the Final narrative and financial report within three months after the end of the implementation period of the Action.

ARTICLE 5-PAYMENT ARRANGEMENTS

5.1 Pre-financing payments

In accordance with Article 20.1 of the General Conditions, the Commission shall make a pre-financing payment of **EUR 240,000.00**, representing **80%** of the amount specified in Article 3.2 hereof.

5.2 Payment of the balance

The request for payment of the balance shall be accompanied by the Final narrative and financial report as specified in Article 21.3 of the General Conditions. The approval of the Final reports will be given in accordance with the procedure established in Article 21 of the General Conditions.

ARTICLE 6 – BANK ACCOUNT

6.1 Payments shall be made to the International Organisation's bank account denominated in EUR indicated below:

Name of bank: **ING Belgium**

Address of branch: **24, Avenue Marnix**

Precise denomination of the account holder: **United Nations Development Programme UNDP**

Full account number (including bank codes): **BE80 301-0186139-77**

IBAN account code, (or BIC country code if the IBAN code does not apply):

BE80 301018613977

ARTICLE 7- CONTACT ADDRESSES

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

To the Commission:

European Commission

Directorate-General for Humanitarian Aid - ECHO

Mr Esko KENTRSCHYNSKYJ Head of Unit **ECHO.A.4**

Office AN88 – 06/012

B-1049 Brussels

Belgium

Official e-mail address: ECHO-CENTRAL-MAILBOX@ec.europa.eu

Person following the Agreement:

Mrs Jenny CORREIA NUNES

E-mail: jenny.correia-nunes@ec.europa.eu

To the International Organisation:

UNITED NATIONS DEVELOPMENT PROGRAMME

Mr Antonio VIGILANTE

Director of UNDP Brussels Office

Rue Montoyer 14

B-1000 Brussels

Belgium

Official e-mail address: undp.brussels@undp.be

Persons following the Agreement:

Antonio Vigilante, Director, UNDP Office in Brussels, +32-2-505 46 20
undp.brussels@undp.be

Bishow Parajuli, UNDP Resident Representative, Myanmar, +95-1-542910 to 542919
bishow.parajuli@undp.org

ARTICLE 8 – SPECIFIC CONDITIONS APPLYING TO THE ACTION

- 8.1 Not applicable.
- 8.2 Not applicable.
- 8.3 The rules applicable to multidonor actions shall apply to this Agreement.

SIGNATURES

Done in two originals in the English language, one for the Commission and one for the International Organisation.

For the International Organisation

Antonio VIGILANTE,
Director of UNDP Brussels Office

Signature **PIERRE HARZÉ**
DEPUTY DIRECTOR

Done at Brussels, on 20.06.2008

For the Commission

Esko KENTRSCHYNSKYJ,
Head of Unit

Signature

Done at Brussels, on

2. 06. 09



ENCLOSURES

- Annex I** Operational overview of the Action;
- Annex II** Financial overview of the Action.

**CLEARANCE SLIP FOR ESTABLISHMENT OF AN EC FUNDED
UNDP CLOSED TRUST FUND**

Trust Fund Title and (Proj. # if applicable): "Information management support by the Myanmar Information Management Unit (MIMU) to humanitarian/recovery assistance in the Delta", Myanmar € 300,000; EC reference: ECHO/MMR/BUD/2008/03021

Designated Trust Fund Manager: **Mr Bishow Parajuli, UNDP Resident Representative in Myanmar**

	Bureaux/Units	Signatures	Date
1.	<p>Country Office / Regional Bureau</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) Trust Fund Manager informed of his/her responsibilities as per attached document</p>	<p>Mr Bishow Parajuli, UNDP Resident Representative in Myanmar</p>	<p> 26/6/07. </p>
2.	<p>Partnership Bureau:</p> <p>a) General review of the agreement undertaken b) Conformity to general practice with donor confirmed c) Propriety of modality for intended contribution ensured d) Noting and clearing deviations from standard format e) Special issues noted as relevant</p>	<p><u>Antonio Vigilante</u> BO Director Authorizing Signature</p>	

Comments: The signatory authority will be delegated to Antonio Vigilante, Director UNDP Office Brussels