

SPECIFIC AGREEMENT

1. Name of Programme/Project :	<i>MNE-18/0002: Improving the Efficiency of Justice system</i> , as described in the Project Document "UNDP Country Office Montenegro: Improving the Efficiency of Justice system" dated 25. July 2018 (hereinafter the "Project")													
2. Agreement number	UN ref. no: MNE_00187_0818, the Donor ref. no MNE-18/0002, 18/8471 and 14/13609 (PRIS project)													
3. Agreement Start Date:	Upon entry into force in accordance with paragraph 24, below.													
4. Support Period	From August 2018 to January 2021													
5. Agreement End Date:	<p>The Agreement shall expire on December 2020 with the completion of the Programme/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 Programme/Project have been met.</p> <p>The Recipient shall notify the Donor when all activities related to the Programme/Project have been completed.</p>													
6. Donor:	The Norwegian Ministry of Foreign Affairs													
7. Recipient:	United Nations Development Programme, Office Montenegro													
8. Contribution Currency/Amount:	Not exceeding NOK 7 461 072													
9. Payment (to be made upon written payment request):	<input checked="" type="checkbox"/> The Contribution will be transferred in accordance with the following indicative disbursement plan: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th></th> <th>Tentative payment due date</th> <th>Currency/Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>15 August 2018</td> <td>NOK 1 389 456</td> </tr> <tr> <td>2.</td> <td>15 August 2019</td> <td>NOK 3 105 870</td> </tr> <tr> <td>3.</td> <td>15 August 2020</td> <td>NOK 2 965 745</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.	15 August 2018	NOK 1 389 456	2.	15 August 2019	NOK 3 105 870	3.	15 August 2020	NOK 2 965 745
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1.	15 August 2018	NOK 1 389 456												
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10. UNDP Montenegro Bank Account:	Bank Name	DNB BANK												
	Bank Address	NO-0021, Oslo, Norway												
	Account Title	UNDP Contributions (NOK) Account												
	Account Number	70010243287												



	SWIFT IBAN	DNBANOKK NO4370010243287
11. Recovery Rate for Indirect Costs:	8 % of the Contribution charged on the basis of 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:	registry.me@undp.org	
14. Confirmation of Remittance Receipt to be sent to:	projects.belgrade@mfa.no	
15. Consultations:	<input checked="" type="checkbox"/> Annual, tentatively in the 2nd quarter. <input type="checkbox"/> Other: <i>[pls specify]</i> <p>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.</p> <p>The purpose of these consultations is to:</p> <ul style="list-style-type: none"> 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. <p>The documents specified in the Framework Agreement (hereinafter the Framework Agreement) Articles V, VI and VII shall form the basis for the Annual Consultations.</p>	
16. Additional reporting:	N/a	
17. Contact Persons:	<p>(a) <u>For the Donor:</u> Name: Janne Knutrud Title: Deputy Head of Mission Email: janne.marit.knutrud@mfa.no Telephone: +381 11 3208 000</p> <p>(b) <u>For the Recipient:</u> Name: Tomica Paovic Title: Team Leader, DG Email: tomica.paovic@undp.org Telephone: +38 267264594</p>	
18. Annexes:	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 constitutes 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.
	<p>23. Any unspent funds that according to the Framework Agreement shall be repaid to the Donor, shall be marked: “Unused funds from: <i>MNE-18/0002: Improving the Efficiency of Justice through the use of ICT</i>” and repaid to the following bank account:</p> <p>Name of the account: Royal Norwegian Embassy in Belgrade Account no.: 265100000005483946 IBAN no.: RS35265100000000198319 Name and address of the bank: Raiffeisen Bank ad Beograd Swift/BIC code: RZBSRSBG</p> <p>The Recipient shall inform the Donor when a repayment is made via e-mail message with remittance information to emb.belgrade@mfa.no stating the agreement number.</p>
	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:



Title: Ambassador

Date: 1 August 2018

**FOR THE UNITED NATIONS DEVELOPMENT
PROGRAMME COUNTRY OFFICE
MONTENEGRO:**

Signature:



FIONA MCCLUNEY

Title: RESIDENT REPRESENTATIVE

Date: 01/08/2018