

EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

Contract No. FED/2012/299-748

(the "Agreement")

The European Union, represented by the European Commission, (the "Contracting Authority")

of the one part,

and

United Nations Development Programme (UNDP) with its Head office at 1 UN Plaza, New York, 10017, NY. (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: Support to Nigeria's Electoral Cycle 2011-2015 (the "Action") as described in Annex I.
- 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 the *Financial and Administrative Framework Agreement (FAFA)* signed between the Commission and the United Nations, and consists of these special conditions (the "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 a Multi-donor Action for all purposes of this Agreement.

Article 2 – Entry into force, Implementation Period and Execution Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation period of this Agreement (the "Implementation Period") will begin on:
1st July 2012.
- 2(3) The Implementation Period, as laid down in Annex I, is 42 months.

- 2(4) The execution period of this Agreement shall start at the entry into force of this Agreement as provided for in Article 2(1) and shall end at the moment when final payment is paid by the Contracting Authority in accordance with Article 17 of Annex II or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 18 of Annex II. In cases where there is no final payment by the Contracting Authority or final repayment by the Organisation, the end of the execution period shall be the end date referred to in Article 12.5 of Annex II.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 41, 517, 409 million, as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance¹ a maximum of EUR 19, 100, 000 million; 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.
- 3(4) Pursuant to Article 14.3 of Annex II, the Regulation under which this Agreement is financed excludes financing of taxes, including VAT, except in the case the Organisation can show it cannot reclaim.

Article 4 - Narrative and financial reporting and payment arrangements

- 4(1) Narrative and financial reports as well as costed work plan for the subsequent period 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 15.1, the following will apply

Option 2

Pre-financing	EUR 5,395,093
Forecast pre-financing/ interim payments	EUR 7,271,569
Forecast pre-financing/ interim payments	EUR 5,256,734
Forecast pre-financing/ interim payments	EUR 1,130,083
Forecast final payment	EUR 46,521

(subject to the provisions of Annex II)

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

¹ Where the contribution is financed out of the European Development Fund, mentions of European Union financing must be read as referring to European Development Fund financing.

For the Contracting Authority:

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

European Union
Delegation of the European Union to Nigeria and ECOWAS
21st Crescent, off Constitution Avenue
Central Business District, Abuja
Tel: +234.9.4617800-Fax +234.9.4617836
For the attention of the Financial Unit/Section

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to the above mentioned address. For the attention of Operational Section

For the Organisation:

United Nations Development Programme
19 T. Y. Danjuma Street
Asokoro, Abuja, Nigeria
For the attention of the Country Director

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 present Special Conditions and any Annex thereto, 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 Abuja in three originals in the English language, two for the Contracting Authority and one for the Organisation.

For the Organisation

Name DAOUA TOUKE
Position UN RESIDENT COORDINATOR &
UNDP RESIDENT REPRESENTATIVE

Signature 
Date 07/10/2012

For the Contracting Authority

Name **Pierre PHILIPPE**
Position Minister Counsellor
Head Of Operations

Signature 
Date 5/10/2012

Handwritten mark

ARRANGEMENT
FOR COST-SHARING CONTRIBUTION TO UNDP PROJECT
"DEMOCRATIC GOVERNANCE FOR DEVELOPMENT IN NIGERIA"

SECTION 1

Subject and Amount of the Contribution

1. In pursuance of the Partnership Framework Agreement between the Government of the Republic of Korea and the United Nations Development Programme signed on 25 April 2006 (the "Framework Agreement"), the Ministry of Foreign Affairs and Trade of the Republic of Korea (hereinafter "MOFAT") intends to make available a contribution (hereinafter "the Contribution") of two hundred thirty thousand (230,000) United States Dollars (hereinafter "USD"), to be administered by the United Nations Development Programme (hereinafter "UNDP") for the project "Democratic Governance for Development in Nigeria". The Government of Nigeria has been duly informed of the contribution of MOFAT to this project.
2. The terms of the Framework Agreement will apply to the Contribution. UNDP will administer the Contribution in accordance with the provisions of the Framework Agreement and UNDP regulations, rules, policies, and procedures.
3. The Contribution will be used exclusively for the "Democratic Governance for Development in Nigeria" project. In accordance with paragraph 2, Article 4 of the Framework Agreement, the Contribution will not be used for the payment of import and customs duties on goods imported or services provided in connection with the Projects. Notwithstanding the foregoing, and so long as there is no change in the overall objectives or characteristics of the Contribution, UNDP may, upon consultation with MOFAT, reallocate the Contributions between categories of expenditures in accordance with UNDP's applicable policies and procedures on reallocation.
4. In accordance with the decisions of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for

indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the contribution shall be charged a fee equal to 7%. Furthermore, as long as they are unequivocally linked to the specific project(s), all direct costs of implementation, including the costs of executing entity or implementing partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly. The total support costs above shall not exceed 13% of the total contribution.

5. UNDP will provide to MOFAT with each request for payment, presented in accordance with this Section, a financial utilization report of:
- (a) all amounts previously received under the Arrangement;
 - (b) prior year's expenditure, current year's expenditure to date and unutilized budget to-date under the Arrangement; and
 - (c) the balance on the Project budget allotment.

Section 2

Payment Schedule and Modalities

MOFAT agrees to deposit the Contribution with UNDP in UNDP's Bank Account:

UNDP Contributions Account

Bank of America, 1401 Elm St. Dallas, TX75202

Account No.: 3752207352

ACH Routing No. : 111000012

Wire Routing No.: 026009593

SWIFT Address: B0FAUS3N

Reference: Democratic Governance for Development in Nigeria (Electoral Assistance for 2011)

in accordance with the following schedule:

230,000 USD December 2010/January 2011

The above schedule may be amended by mutual consent of MOFAT and UNDP dependent upon actual and estimated expenditure and need.

SECTION 3

Commencement and Completion Dates

The Contribution may be used to finance expenditures for the Project commencing on 1 January 2011 and ending on 31 December 2011. UNDP may, for the purpose of this Arrangement, make disbursements of the Contribution for up to six (6) months after the ending date for expenditures incurred on or before the ending date. Any disbursements after the ending date may be made upon the approval of MOFAT.

SECTION 4

Cancellation

If at any time either party determines that the purposes of this Arrangement can no longer be effectively or appropriately carried out, or if the Framework Agreement is terminated, either party may, upon giving the other party thirty (30) days prior written notice, cancel any part of the Contribution provided under this Arrangement which has not been committed under arrangements between UNDP and a third party prior to receipt of such notice.

SECTION 5

Communications

The offices responsible for coordination of all matters related to this Arrangement are:

For MOFAT:

Mr. Jong-kwon Youn

Counselor

Korean Embassy to Nigeria

Ministry of Foreign Affairs and Trade

For UNDP:

Mr. Daouda Toure

Resident Representative

UNDP Nigeria

Abuja

Republic of Korea

Tel: (2341) 261-5353

Fax: (2341) 261-2342

E-mail: koemb@intracom5.com

Tel: (2349) 461-6100 / 461-8595

Fax: (2349) 461-8546 / 461-8527

E-mail: registry.ng@undp.org

Mr. Gwang-young Kim

Resident Representative

Nigeria KOICA office

Tel: (2349) 461 2701

E-mail: kykim@koica.go.kr

Priya Gajraj

Country Advisor

Regional Bureau for Africa

Tel: 212-906-5934

E-mail: priya.gajraj@undp.org

This Arrangement is drawn up in two originals, one for each party. It may be amended by written agreement of the parties hereto.

The Ministry of Foreign Affairs and Trade of the Republic of Korea

By: 

Ambassador Shin Boo-nam

Deputy Permanent Representative

of the Permanent Mission of the ROK

to the United Nations

Date: 13/4/11

The United Nations Development Programme

By: 

Mr. Tegegnework Gettu

Assistant Secretary General

Assistant Administrator and

Regional Director UNDP Africa

Date: 23 March 2011



2014-03-28

Project No.: A-034557-001
Arrangement No.: 7056917

Mr. Pa Lamin Beyai
Country Director
UNDP Nigeria
UN House, Plot 617/618, Diplomatic Zone
Central Area District, P.M.B. 2851, Garki
Abuja, Nigeria

Subject: Amendment No. 3 to the Grant Arrangement between the Government of Canada (GoC) as represented the Minister for International Development, acting through the Department of Foreign Affairs, Trade and Development (DFATD), and the United Nations Development Programme (UNDP) for the Support to Democratic Governance for Development (DGD) Program.

Whereas: CIDA has merged with the Department of Foreign Affairs and International Trade of Canada on June 26, 2013 to become the Department of Foreign Affairs, Trade and Development (DFATD);

Mr. Pa Lamin Beyai,

This letter refers to the Grant Arrangement dated February 28, 2011, between DFATD and UNDP regarding the funding for the Support to Democratic Governance for Development (DGD) Program, which already had the following amendments:

Amendment No. 1 provided certain changes to Paragraph I – The Grant.

Amendment No. 2 provided certain changes to Paragraph I – The Grant.

Is hereby amended for a third time as follows:

Amendment: This Amendment No. 3, provides for changes to Paragraph I – The Grant.

Therefore, the parties hereto agree on the following:

1. Under Paragraph I- The Grant, DELETE Schedule of payments in its entirety and REPLACE with the following :

Schedule of payments	Amount (\$CDN)
Following the effective date of this Arrangement, a payment of one million five hundred thousand Canadian dollars (CDN\$1,500,000) has been made for DFATD's fiscal year 2010/2011.	1,500,000
A second payment of three million Canadian dollars (CDN\$3,000,000) has been made for DFATD's fiscal year 2011/2012.	3,000,000
Third installment – payment by 31 March 2014 for CIDA fiscal year 2013-2014. 3.1.A third installment payment of one million five hundred thousand Canadian dollars (CDN\$1,500,000) by March 31, 2014 for DFATD's fiscal year 2013/2014.	1,500,000
Total Payments	6,000,000

2. All other terms and conditions of the Grant Arrangement shall remain unchanged.

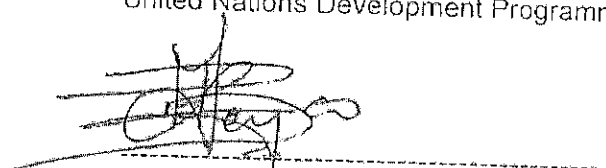
This letter, upon your signature, will constitute an amendment to the Arrangement between DFATD and UNDP for the Democratic Governance for Development (DGD) program.

Yours sincerely,

Jean-Bernard Parenteau
 Director - Benin, Burkina Faso, Democratic Republic of Congo and Nigeria
 (Development)
 Foreign Affairs, Trade and Development Canada
 Government of Canada

Confirmed and Agreed:

United Nations Development Programme



Mr. Pa Lamin Beyai
 Country Director
 UNDP Nigeria

31/03/2013

Date

**COST SHARING APPORTIONMENT
PROJECT CO FINANCING**

Report ID: UNRECCSA
Page 1 of 1
Run Time: 14-05-2014 12:05:01

Fiscal Year : 2011
Selected DEPARTMENT ID : B0364 Nigeria - Abuja
Selected Project ID : 00069949 Deepening Democracy in Nigeria

PROJECT FUND DONOR	OPENING BALANCE	INCOME	TRANSFERS	AVAILABLE CASH	PC BUDGET	EXPENSE	AVAILABLE BALANCE	ADVANCE BALANCE	BAL LESS ADVANCES
00069949 30000 00078 GOVERNMENT OF CANADA	0.00	1,529,051.99	0.00	1,529,051.99	1,529,051.99	158,344.30	1,370,707.69	0.00	1,370,707.69
00069949 30000 00248 GOVERNMENT OF UNITED KINGDOM	60.47	6,339,144.22	0.00	6,339,204.69	6,339,204.69	6,333,758.05	5,446.64	0.00	5,446.64
00069949 30000 10712 KOREA INTERN. COOPERATION A	230,000.00	0.00	0.00	230,000.00	230,000.00	230,000.00	0.00	0.00	0.00
PROJECT FUND (TOTAL)	230,060.47	7,868,196.21	0.00	8,098,256.68	8,098,256.68	6,722,102.35	1,376,154.33	0.00	1,376,154.33
00069949 30000 Programme Cost Sharing									
00069949 30079 10159 EUROPEAN COMMISSION	9,398,993.63	9,892,009.54	0.00	19,091,003.17	15,620,876.47	14,824,903.93	4,266,099.24	0.00	4,266,099.24
00069949 30079 10959 ALCALDIA DEL MUNIC VALENCIA	0.00	0.00	0.00	0.00	0.00	5.05	- 5.05	0.00	- 5.05
PROJECT FUND (TOTAL)	9,398,993.63	9,892,009.54	0.00	19,091,003.17	15,620,876.47	14,824,908.98	4,266,094.19	0.00	4,266,094.19
PROJECT :	9,629,054.10	17,560,205.75	0.00	27,189,259.85	23,719,133.15	21,547,011.33	5,642,248.52	0.00	5,642,248.52
00069949 Deepening Democracy in Nigeria									

End of Report

COST SHARING APPORTIONMENT
PROJECT CO FINANCING

Report ID: UNRECCSA
Page 1 of 1
Run Time: 14-05-2014 12:05:44

Fiscal Year : 2012
Selected DEPARTMENT ID : B0364 Nigeria - Abuja
Selected Project ID : 00069949 Deepening Democracy in Nigeria

PROJECT FUND DONOR	OPENING BALANCE	INCOME	TRANSFERS	AVAILABLE CASH	PC BUDGET	EXPENSE	AVAILABLE BALANCE	ADVANCE BALANCE	BAL LESS ADVANCES
00069949 30000 00078 GOVERNMENT OF CANADA	1,370,707.69	0.00	0.00	1,370,707.69	1,370,707.69	1,337,333.18	33,374.51	0.00	33,374.51
00069949 30000 00248 GOVERNMENT OF UNITED KINGDOM	5,446.64	0.00	0.00	5,446.64	5,447.64	- 11,092.49	16,539.13	0.00	16,539.13
00069949 30000 00550 CANADIAN INTERNATIONAL DEVE	0.00	2,990,049.76	0.00	2,990,049.76	2,990,049.76	2,820,825.99	169,223.77	0.00	169,223.77
00069949 30000 00551 DEPARTMENT FOR INTL DEVELO	0.00	1,584,786.05	0.00	1,584,786.05	1,584,786.05	1,367,324.20	217,461.85	0.00	217,461.85
PROJECT FUND (TOTAL)	1,376,154.33	4,574,835.81	0.00	5,950,990.14	5,950,991.14	5,514,390.89	436,599.25	0.00	436,599.25
00069949 30079 10159 EUROPEAN COMMISSION	4,266,099.24	6,988,462.44	- 4,266,099.22	6,988,462.46	3,000,001.00	2,881,778.83	4,106,683.63	0.00	4,106,683.63
00069949 30079 10959 ALCALDIA DEL MUNIC VALENCIA	- 5.05	0.00	5.05	0.00	0.00	0.00	0.00	0.00	0.00
PROJECT FUND (TOTAL)	4,266,094.19	6,988,462.44	- 4,266,094.17	6,988,462.46	3,000,001.00	2,881,778.83	4,106,683.63	0.00	4,106,683.63
00069949 Deepening Democracy in Nigeria	5,642,248.52	11,563,298.25	- 4,266,094.17	12,939,452.60	8,950,992.14	8,396,169.72	4,543,282.88	0.00	4,543,282.88

End of Report

**COST SHARING APPORTIONMENT
PROJECT CO FINANCING**

Report ID: UNRECCSA
Page 1 of 1
Run Time: 14-05-2014 12:05:33

Fiscal Year : 2013
Selected DEPARTMENT ID : B0364 Nigeria - Abuja
Selected Project ID : 00069949 Deepening Democracy in Nigeria

PROJECT FUND DONOR	OPENING BALANCE	INCOME	TRANSFERS	AVAILABLE CASH	PC BUDGET	EXPENSE	AVAILABLE BALANCE	ADVANCE BALANCE	BAL LESS ADVANCES
00069949 30000 00078 GOVERNMENT OF CANADA	24,164.67	0.00	0.00	24,164.67	110,424.00	- 174.01	24,338.68	0.00	24,338.68
00069949 30000 00248 GOVERNMENT OF UNITED KINGDOM	16,539.13	0.00	0.00	16,539.13	17,975.00	16,497.15	41.98	0.00	41.98
00069949 30000 00550 CANADIAN INTERNATIONAL DEVE	169,223.77	983,284.17	0.00	1,152,507.94	1,056,018.00	1,099,472.72	53,035.22	0.00	53,035.22
00069949 30000 00551 DEPARTMENT FOR INTL DEVELO	217,461.85	1,607,717.04	0.00	1,825,178.89	1,797,466.00	1,289,154.80	536,024.09	72,785.91	463,238.18
PROJECT FUND (TOTAL)	427,389.41	2,591,001.21	0.00	3,018,390.62	2,981,883.00	2,404,950.66	613,439.96	72,785.91	540,654.05
00069949 30071 00185 GOVERNMENT OF NIGERIA	0.00	961,807.43	0.00	961,807.43	1,138,800.00	861,120.98	100,686.45	93,725.32	6,961.13
PROJECT FUND (TOTAL)	0.00	961,807.43	0.00	961,807.43	1,138,800.00	861,120.98	100,686.45	93,725.32	6,961.13
00069949 30079 10159 EUROPEAN COMMISSION	4,112,496.05	9,879,849.19	0.00	13,992,345.24	4,540,625.62	4,601,260.41	9,391,084.83	0.00	9,391,084.83
PROJECT FUND (TOTAL)	4,112,496.05	9,879,849.19	0.00	13,992,345.24	4,540,625.62	4,601,260.41	9,391,084.83	0.00	9,391,084.83
00069949 Deepening Democracy in Nigeria	4,539,885.46	13,432,657.83	0.00	17,972,543.29	8,661,308.62	7,867,332.05	10,105,211.24	166,511.23	9,938,700.01

End of Report



2014-03-28

Project No.: A-034557-001
Arrangement No.: 7056917

Mr. Pa Lamín Beyai
Country Director
UNDP Nigeria
UN House, Plot 617/618, Diplomatic Zone
Central Area District, P.M.B. 2851, Garki
Abuja, Nigeria

Subject: Amendment No. 3 to the Grant Arrangement between the Government of Canada (GoC) as represented the Minister for International Development, acting through the Department of Foreign Affairs, Trade and Development (DFATD), and the United Nations Development Programme (UNDP) for the Support to Democratic Governance for Development (DGD) Program.

Whereas: CIDA has merged with the Department of Foreign Affairs and International Trade of Canada on June 26, 2013 to become the Department of Foreign Affairs, Trade and Development (DFATD);

Mr. Pa Lamin Beyai,

This letter refers to the Grant Arrangement dated February 28, 2011, between DFATD and UNDP regarding the funding for the Support to Democratic Governance for Development (DGD) Program, which already had the following amendments:

Amendment No. 1 provided certain changes to Paragraph I – The Grant.

Amendment No. 2 provided certain changes to Paragraph I – The Grant.

Is hereby amended for a third time as follows:

Amendment: This Amendment No. 3, provides for changes to Paragraph I – The Grant.

Therefore, the parties hereto agree on the following:

1. Under Paragraph I- The Grant, DELETE Schedule of payments in its entirety and REPLACE with the following :

Schedule of payments	Amount (\$CDN)
Following the effective date of this Arrangement, a payment of one million five hundred thousand Canadian dollars (CDN\$1,500,000) has been made for DFATD's fiscal year 2010/2011.	1,500,000
A second payment of three million Canadian dollars (CDN\$3,000,000) has been made for DFATD's fiscal year 2011/2012.	3,000,000
Third installment – payment by 31 March 2014 for CIDA fiscal year 2013-2014. 3.1.A third installment payment of one million five hundred thousand Canadian dollars (CDN\$1,500,000) by March 31, 2014 for DFATD's fiscal year 2013/2014.	1,500,000
Total Payments	6,000,000

2. All other terms and conditions of the Grant Arrangement shall remain unchanged.

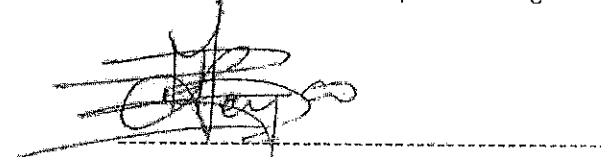
This letter, upon your signature, will constitute an amendment to the Arrangement between DFATD and UNDP for the Democratic Governance for Development (DGD) program.

Yours sincerely,

Jean-Bernard Parenteau
 Director - Benin, Burkina Faso, Democratic Republic of Congo and Nigeria
 (Development)
 Foreign Affairs, Trade and Development Canada
 Government of Canada

Confirmed and Agreed:

United Nations Development Programme



Mr. Pa Lamih Beyai
 Country Director
 UNDP Nigeria

31/03/2013

Date

**Form of Contribution Arrangement for Co-financing
between the Department for International
Development (DFID) and the United Nations
Development Programme (UNDP)**

1. I am pleased to inform you of the intention of DFID to make available a contribution ("the Contribution") of **£620,178** (Six hundred and twenty thousand, one hundred and seventy-eight pounds sterling) as a grant, to be administered by UNDP for the **Support to Democratic Governance in Development: DFID-EU-UNDP partnership for support to the Electoral Cycle and the Deepening of Democracy in Nigeria, 2010 to 2015**. The Contribution is part of DFID's **Deepening Democracy in Nigeria 2 (DDiN2) programme (DFID DDiN 2 203851)**. UNDP will administer the Contribution in accordance with the provisions of the Framework Arrangement, except as otherwise provided herein.

2. The Contribution will be used exclusively for the following: **Support to Democratic Governance in Development: DFID-EU-UNDP partnership for support to the Electoral Cycle and the Deepening of Democracy in Nigeria, 2010 to 2015** as laid out in the project documents attached.

3. In accordance with the decisions of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution will be subject to cost recovery for indirect costs or General Management Support (GMS) services of 8%. Furthermore, as long as they are unequivocally linked to the specific project(s), all direct costs of implementation, including the costs of executing entity or implementing partner, will be borne by the project and reflected in the project budget.

4. The Department for International Development (DFID) will deposit the Contribution as a grant with UNDP, upon request from UNDP, in UNDP's Bank Account:

UNDP Contributions (GBP) Account
No. 6008-6272-2030
Bank of America,
5 Canada Square, London E14 5AQ
SWIFT code: BOFAGB22

SN. 172

Sort code: 16-50-50

IBAN: GB37BOFA1650 5062 7220 30

in accordance with the following schedule

£620,178 by **October 31st 2014**

This arrangement will cover the duration of DDiN2 (April 2014 – March 2018). It and the above schedule may be amended by mutual consent of UNDP and DFID dependent upon actual and estimated expenditure and need under any future phases of DGD, subsequent to December 2015. It will always be subject to DDiN2's funding availability, the subsequent phase of DGD and DGD's performance (as measured through DGD and DDiN2's annual reviews, other progress and financial reports).

DFID will notify UNDP Headquarters of each payment using the attached form (Annex 1). The execution/implementation of the responsibilities of UNDP and of the Executing Entity /Implementing Partner pursuant to each Contribution Arrangement will be dependent on receipt by UNDP of the contribution in accordance with the schedule of payment. Should such financing not be available, the assistance to be provided to the programme/project may be reduced, suspended or terminated by UNDP.

5. UNDP will provide to DFID with each request for payment, presented in accordance with this Section, a *financial utilisation report* of: -

- a) all amounts previously received under the Contribution Arrangement (in US Dollars and UK Pounds sterling);
- b) prior year's expenditure, current year's expenditure to date and unutilised budget to-date under the Contribution Arrangement (in USD\$); and
- c) the requested amount from the Programme Budget Allotment .

The following narrative reporting requirements are also expected throughout the lifecycle of the Contribution:

- a) 6 monthly reports
- b) Annual reports
- c) Other updates, as requested by DFID

SN. Be

6. For cost sharing projects, it is expected that the Contribution funds will be fully utilised in accordance with the provisions of this Contribution Arrangement by **31st March 2015**. UNDP will notify DFID of any anticipated unspent balance of funds at least three months before the expected project end date, and UNDP will only disburse the funds for the purpose of this Contribution Arrangement after such date upon the approval of DFID. Once the project has been completed, unspent funds held by UNDP will be returned to DFID as set out in Annex 3.

7. UNDP will promptly inform DFID of any significant modification to a programme or project co-financed by DFID under this Contribution Arrangement. UNDP will also inform DFID of any events which, in the opinion of UNDP, interfere or threaten to interfere with the successful implementation of any programme or project financed by this contribution.

8. If at any time, either Participant determines that the purposes of this Contribution Arrangement can no longer be effectively or appropriately carried out, or if the Framework Arrangement is terminated, this Contribution Arrangement may be terminated at the initiative of either Participant by giving three (3) months written notice. Such termination will not oblige UNDP to repay any funds until satisfaction of all commitments and liabilities.

9. The offices responsible for co-ordination of all matters relating to this Contribution Arrangement are:

For the United Kingdom:

Governance, Security and Social Development Team
No. 10 Bobo Street, Maitama
Abuja.

For UNDP:

Division for Resources Mobilization
Partnerships Bureau
DC1-19th Floor
1 UN Plaza
New York, NY 10017

SN. DL

10. I would like to propose that this letter will, upon your confirmation in the manner indicated below; constitute the only Arrangement between the United Kingdom and UNDP for the **Support to Democratic Governance in Development: DFID-EU-UNDP partnership for support to the Electoral Cycle and the Deepening of Democracy in Nigeria, 2010 to 2015.**

11. Three originals of the text of this Arrangement, written in the English language, have been signed by the Participants.

Yours sincerely,

P.P. Simon Narbeth (SIMON NARBETH)

DFID 11 Nov 2014

Oliver Blake, Team Leader, Governance, Security and Social Development

Confirmed

UNDP



For Pa Lamin Beyai, UNDP Country Director

Date: 31-10-14

SN. *nr*

ANNEX 1: NOTIFICATION OF PAYMENT BY DFID

To:	UNDP Address: UN Plaza, New York, NY 10017
Cc:	Financial Management Group, DFID, Abercrombie House, East Kilbride, Scotland, UK

DFID, **(INSERT DEPARTMENT NAME)** has authorised the payment of £ **[AMOUNT IN FIGURES [AMOUNT IN WORDS]]** on **[DATE]** to UNDP

Bank:	Bank of America
Account name:	UNDP Contributions (GBP) Account
Account number:	6008-6272-2030
SWIFT code:	BOFAGB22
Bank address:	5 Canada Square, London, E14 5AQ

in respect of UNDP **[insert Project Title or name of Trust Fund and Reference[]]**.

[notification also has to be sent electronically to UNDP Headquarters at the e-mail address contributions@undp.org and the relevant UNDP office. For each deposit received, UNDP will issue an official receipt in Pounds Sterling and US Dollars to the relevant DFID office, copying to the Permanent Mission of the United Kingdom to the United Nations, New York.]

UNCD	
Name:	
Position:	Programme Officer
E-mail:	

SW. *me*

ANNEX 2: REQUEST FOR PAYMENT FROM DFID

To:	Oliver Blake
Cc:	Financial Management Group, DFID, Abercrombie House, East Kilbride, Scotland, UK

UNITED NATIONS DEVELOPMENT PROGRAMME requests payment of **£620,178** [Six Hundred and Twenty Thousand One Hundred and Seventy Eight Pounds] on [October 29, 2014] into UNDP's account:

Bank:	Bank of America
Account name:	UNDP Contributions (GBP) Account
Account number:	6008-6272-2030
SWIFT code:	BOFAGB22
Bank address:	5 Canada Square, London, E14 5AQ

In respect of [Deepening Democracy in Nigeria 2 (DDiN2 203851)]

UNDP	
Name:	Pa Lamin Beyai
Position:	UNDP Country Director
Address:	Anambra State House, TY Danjuma, Asokoro, Abuja, Nigeria
E-mail:	Pa-lamin.beyai@undp.org

SN. *DL*

ANNEX 3: NOTIFICATION OF PAYMENT TO DFID

To:	[DFID Programme Manager Country X]
Cc:	Financial Management Group, DFID, Abercrombie House, East Kilbride, Scotland [NAME of ORGANISATION] Country Office

[NAME of ORGANISATION] has authorised the payment of [AMOUNT IN FIGURES] [AMOUNT IN WORDS] on [DATE] into the DFID Bank Account. DFID's bank accounts and the payment methods required for such transfers are as follows, please choose one of the following as appropriate:

BACS: Payments of small amounts in the UK and **CHAPS** over £10,000 should be paid to the following account:

Bank:	Citibank	
Sort code:	08-33-00	
Account number:	12294702	
Account Code		
Component Code		

Electronic receipts from Overseas: Receipts transferred direct from an overseas bank account should be paid to the following Citibank Bank account:

Bank:	Citibank	
Sort code:	08-33-00	Account No: 12294702
Account Code		
Component Code		

Quoting:

Pay Citi London : BIC/Swift CITIGB2L IBAN : GB33CITI08330012294702

Posting Address : 25 Canada Square , Canary Wharf, London , E14 5LB

Please obtain Account Code and the Component Code Reference from your DFID Contact if you do not know it.

SN. h e

Any organisation wishing to refund DFID by cheque should make the cheque payable to Department for International Development and send it to their DFID Programme Officer along with a letter confirming the reason for the refund.

[NAME of ORGANISATION]	
Name:	
Position:	
Address:	
E-mail:	

SW. *He*