



EUROPEAN UNION
DELEGATION OF THE EUROPEAN UNION FOR THE PACIFIC

Suva, **18 DEC 2013**
ECO-SOC/RT/sk-w/D(2013)0-1253

Ms Osnat Lubrani
UN Resident Coordinator, and
UNDP Resident Representative
United Nations Development Programme
Level 8, Kadavu House
414 Victoria Parade
SUVA

Dear Ms Lubrani,

**Subject : EU Contribution Agreement with an International Organisation
FED/2013/335-882
"Support to the 2014 Parliamentary Elections : Assistance to the newly
elected Parliament"**

Please find enclosed three (3) originals of the Contribution Agreement for the above-mentioned project duly signed by the Delegation.

I would be grateful if you could sign all three (3) originals, retain one for your records and return the other two originals to the Delegation for further validation.

Yours sincerely,

Renato MELE
Head of Cooperation

Encl: Three (3) originals Contribution Agreement FED/2013/335-882

EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

FED/2013/335-882

(the "Agreement")

The European Union, represented by the European Commission, of the one part,

and

The United Nations Development Programme (UNDP) with its Head office at One UN Plaza, New York, NY 10017, USA, represented for the purpose of this agreement by the Office of the Resident Representative, Level 7 Kadavu House, 414 Victoria Parade, Suva, Fiji (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 a contribution by the Contracting Authority for the implementation of the action entitled: **"Support to the 2014 Parliamentary Elections: Assistance to the newly elected Parliament"** (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 Financial and Administrative Framework Agreement (FAFA) between the Commission and the United Nations and which consists of these special conditions (the "Special Conditions") and their annexes, including General Conditions.
- 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:
- 1 January 2014
- 2(3) The Implementation Period, as laid down in Annex I, is **36 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.

2(5) The terms of Article 11.2 of Annex II do not apply.

Article 3 - Financing the Action

3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at **EUR 2,199,543.36** as set out in Annex III.

3(2) The Contracting Authority undertakes to finance¹ a maximum of EUR **800,000**; 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.

3(4) Interest yield by pre-financing payments is not due.

3(5) VAT/ taxes, duties and charges are eligible.

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 15.1, the following will apply:

First instalment	475,000 EUR
Second instalment	167,500 EUR
Third instalment	150,000 EUR
Forecast final payment	7,500 EUR

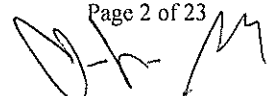
(all subject to the provisions of Annex II)

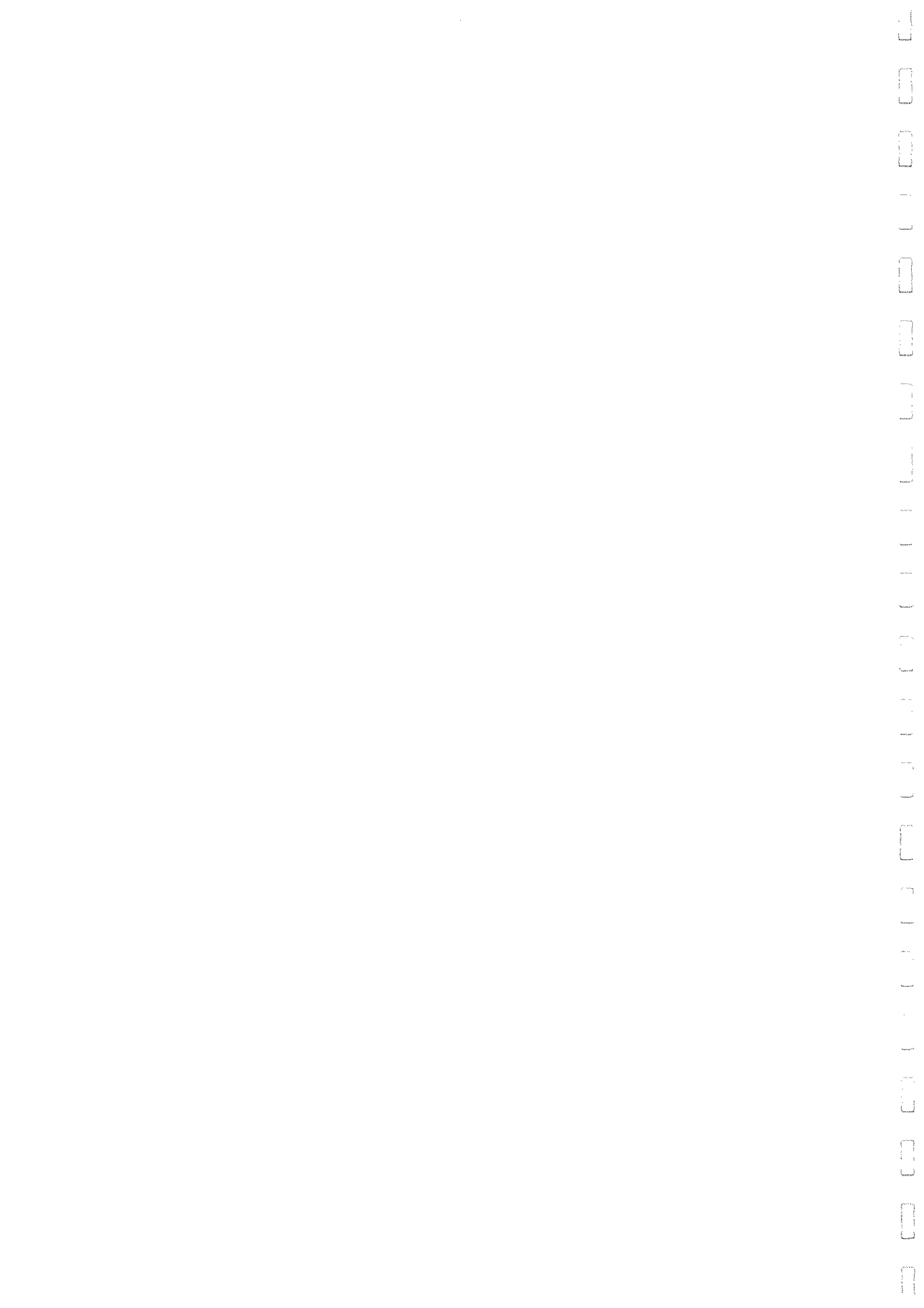
Article 5 - Contact addresses

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

For the Contracting Authority:

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.





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

Delegation of the European Union

Level 4 FDB Building

360 Victoria Parade

Suva, Fiji

For the attention of the Financial Unit/Section.

For the Organisation:

United Nations Development Programme (UNDP)

Level 7 Kadavu House, 414 Victoria Parade

Suva, Fiji

For the attention of the UNDP Resident Representative

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 Suva, Fiji in three originals in the English language, two for the Contracting Authority and one for the Organisation.

For the Organisation

Name *Osnat Lubrani*

Position Resident Representative

Signature *[Handwritten Signature]*

Date *18/12/2013*

For the Contracting Authority

Name Renato Mele

Position Head of Cooperation

Signature *[Handwritten Signature]*

Date *17/12/2013*

[Handwritten Signature]

ANNEX I

Description of the Action

ANNEX I
PROJECT DESCRIPTION

1. RATIONALE

1.1 Summary

In September 2013, the President of Fiji assented to the new constitution that provides for a national legislature of 50 Parliamentarians elected through an open list Proportional Representation voting system.

This action envisages support to the Parliament of Fiji through two inter-linked phases. The first phase from January-September 2014 would provide support to the Government of Fiji and the Fiji Parliament as it prepares for the resumption of parliamentary democracy. The second phase of support would follow the national elections and provide support to the parliament as it undertakes its legislative, oversight and representation functions.

The project will have two outcome areas covering the institutional strengthening of Parliament, including the legislative process and oversight role of Parliament, as well as providing technical assistance to Parliament in order to establish itself as a place for dialogue and to support outreach.

1.2 Background

The Parliament of Fiji was created following independence in 1970. The parliament replaced the former Legislative Council that was the legislative arm of government in the pre-independence period. The parliament's role has been interrupted as a result of coups on a number of occasions since 1970 including in 1987, 1992 and in 2000. Most recently, the Parliament was dissolved in 2006 and has not sat since this date.

In September 2013, the President of Fiji assented to the country's new constitution. The proposed role and powers of the legislature is outlined in Chapter 3 of the constitution. The constitution includes provision for:

- A unicameral legislature of 50 members elected through an open list proportional representation voting system - *Clauses 52-54*;
- Parliamentary terms of four years - *Clause 58 (1)*;
- A Committee system in Parliament with "the functions of scrutinizing Government administration and examining Bills and subordinate legislation and such other functions as are specified from time to time in the rules and orders of Parliament" – *Clause 70*;
- Standing Orders for Parliament to guide the order and conduct of Parliamentary business – *Clause 71*;
- A Secretary General for Parliament who has the authority to determine all matters pertaining to the employment of all staff in Parliament – *Clause 79*.

The Government of Fiji has announced that it will hold general elections by September 2014 with Members of Parliament to be elected through an Open List PR system with only one

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national constituency. A 5% national threshold has been introduced for political parties and independent candidates.

Experience of parliament in Fiji from before it was dissolved in 2006 shows that the parliament was able to scrutinise and amend draft bills based on public input and hearings. It oversaw the executive branch of government, mainly through its Public Accounts Committee. Citizens were engaged regularly in parliamentary processes. Hence, the parliament was broadly meeting basic international standards for a parliament. However, cross-party work and dialogue remained limited and only occurred at the committee level, but was often rejected at the plenary.

With the 2013 constitution ratified, an incoming parliament will face a number of key issues:

- Through the single constituency and pure PR system, each MP will represent and answer to all citizens;
- MPs cannot vote contrary to their party caucus position or abstain;
- MPs elected from a party list lose their seat if expelled from their political party;
- The Secretary General of Parliament is appointed by the Constitutional Offices Commission.

An electoral system with one national constituency is not conducive to constituency relations and citizen engagement. Given new electoral system and voting rules, it is very likely that party leaders in the new parliament will be very strong, and that no party will have a majority of seats. Divisions and conflict may destabilise the political climate in Fiji.

In addition, due to the seven years without a parliament, parliamentary staff has been reassigned to other positions in government. New staff has to be recruited and will have very limited or no experience working in a parliament. The legal framework for parliament needs to be amended to reflect the new system.

Parliament grounds and buildings are available, but parliamentary infrastructure is limited and outdated. Particularly the IT system is antiquated. The audio and Hansard recording system is functioning but not digitalised. The parliamentary library does not meet international standards.

The suggested structure of the Fiji Parliament

The constitution mandates that the future Parliament of Fiji is a unicameral parliament with 50 elected Members. This is a reduction of members from the previously 71 members (25 seats were open to all communities, while the remaining 46 seats were reserved for the country's different ethnic groups). In future, there will be no Senate and no political role has been foreseen for the traditional Chiefs.

Parliamentary committees

In 2002, the Parliament also adopted Standing Orders and appointed six committees. In future, given the smaller number of elected MPs, the number of committees is likely to be smaller. Experts suggest that there will be no more than four committees. The committees will have staff assigned to support their work. However, due to the fact that all staff in parliament will be new, those staff will lack the capacity for providing professional support such as research, legal services, and portfolio knowledge.

Parliamentary party caucuses

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Unlike in the past, in future, there will be a government caucus and an opposition caucus. Given the new electoral system, it is likely that no party will win an absolute majority in Parliament. Therefore, coalitions among parties will be necessary to ensure a governing majority. Skills for coalition-making and cross-party dialogue will be important.

The parliament grounds

Despite not being used for parliamentary work for seven years, the parliament buildings are in a fairly good condition. A plenary hall, committee meeting rooms and offices for party caucuses and support services are available. The plenary has a visitor gallery and cabins for translation services and media. Furniture and basic audio equipment is ready to use.

However, to allow for a more effective and efficient functioning of parliament, new IT and audio equipment will be necessary. There are currently no computers at the building. The existing recording and Hansard equipment is outdated and analogue. Particularly, the library is not up to international standard and research facilities are non-existent.

Government has allocated FJD 1 million in 2013 and FJD 500,000 for 2014 for the renovation and maintenance of the parliament complex. An additional FJD 424,390 have been allocated for 2014 for purchase of furniture and equipment.

Parliamentary support services

Most parliamentary staff has left and only nine remaining staff are currently preparing the building for the new Parliament. According to the 2013 budget, it is foreseen that 77 staff will be hired for 2014, plus an additional 22 wage earners, like cleaners, drivers, messengers and guards. In addition, both the government caucus and opposition caucuses have been allocated five office staff each and one to two wage earners.

Key tasks

As mentioned, there has been no Parliament in Fiji for the past seven years. Therefore, the Parliament to be elected will be a blank canvas. It will need to adopt standing orders and parliamentary procedures. New MPs must have the resources to be able to carry out their parliamentary duties. A key task is to provide resources that will help caucuses and members in their parliamentary work, while at the same time strengthening Parliament as an institution.

1.3. UNDP and Parliamentary Development & Strengthening

UNDP has widespread experience both globally and regionally in supporting Parliaments. Globally, in 2013 UNDP was supporting projects or activities with 63 Parliaments with 23% of these in the Asia-Pacific region. A number of these parliamentary projects have been working with newly established legislatures.

In the Pacific, UNDP is currently implementing parliamentary projects with the legislatures of:

- Tonga – Central component of a US\$3.2 million Tonga Governance Strengthening Project;
- Samoa – The Samoa Parliament Support Project 2012-2015 is a US\$1.9 million project funded primarily by AusAID;

- Solomon Islands – UNDP support to the Parliament of the Solomon Islands is now in its third phase with a budget of US\$1.1 million for the period 2012-2015;
- Palau – The Palau Parliament Support project focusses on providing support to develop the research and library services in the Palau Congress;
- Kiribati, Republic of Marshall Islands, Tuvalu – Legislatures in these countries are being supported through a UNDP Scaling Up project that focuses on targeted activities to improve the legislative, oversight and representation functions of the Parliaments.

In Fiji, UNDP previously provided support to the Fiji Parliament through the Fiji Parliament Support Project 2005-2007. Focus of PSP was on (i) strengthening the capacity of the parliament secretariat to support members, and (ii) on improving the representative role of parliament through greater public input into legislative and oversight processes and increased public outreach. Specifically, the project worked towards achieving the following outputs:

- Parliament Secretariat Strengthened;
- Efficacy of Sector and Legislative Committees Strengthened;
- Member and Education Services Improved;
- Parliament-Constituent Relations Improved.

Lessons learned and needs assessment

Due to the coup in December 2006, the Fiji Parliament Support Project which was intended to run for 30 months was ended prematurely. A final independent evaluation was conducted in 2007 with a number of recommendations for future project support should a new parliament resume its work. This project document takes into consideration the lessons learned of the previous project and incorporates the recommendations made.

For Fiji's return to democracy, the parliament has a central role to play. Prior to the design of this project, a needs assessment of the Fiji Parliament has been conducted. The practical recommendations of the assessment provide the basis for engagement by development partners with the parliament during the period leading up to elections in September 2014 and in working with the Parliamentary Secretariat, Members of Parliament, relevant government stakeholders, UN agencies and other development partners in facilitating dialogue and partnership in the area of parliamentary development from 2014 onwards.

1.4 Rationale

With the proposed return to a parliamentary democracy following elections scheduled for September 2014, the central role of Parliament and its powers and mandate within the national governance structures of Fiji is clearly outlined in the constitution.

While much of the current government and donor discussion and focus to date have been on the proposed elections, there have been limited discussions and focus on the role of the legislature to which candidates will be elected, and the capacity of the Parliament to fulfil its core responsibilities and mandate as outlined in the Fiji Constitution.

When Parliament sits for the first time following the proposed elections, almost eight years will have passed since the Fiji Parliament last sat. Since that time, the majority of Parliament Secretariat staff has left their posts and much of the institutional memory and knowledge will have been lost. Parliamentarians are reliant on the experience, skills, expertise and capacity of Parliament secretariat staff to fulfil their duties effectively. Both Parliament Secretariat staff

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and newly elected Members of Parliament will require in-depth support and capacity development in order to fulfil their functions and mandates effectively.

In addition to the need to fully train a new cadre of Parliament Secretariat staff, the proposed structure of the legislature in the new Fiji Constitution differs from the previous Parliament in a number of key aspects. New Standing Orders for Parliament will need to be drafted and key internal policies and documents relating to the institutional functioning of the legislature (for example Remuneration Act, Parliamentary Privileges Act, etc.) will need to be drafted or revised. Since the Parliament in Fiji last sat, globally there have been a number of developing trends in terms of the functioning of Parliaments; not least the increasingly central role of Parliamentary committees to the work of legislatures and the utilisation of ICT to facilitate Parliamentary work through e-Parliament initiatives.

The Parliament building itself will need to be renovated and refurbished to allow for Parliament to function efficiently. The Government of Fiji has allocated funds to undertake this work. However, early on, a full infrastructure needs analysis ought to be undertaken to ensure that renovation and refurbishment includes hardware to support parliamentary proceedings such as the broadcasting of parliamentary committee meetings and parliamentary sessions, the installation of relevant recording systems to provide for records of proceedings and the installation of ICT infrastructure to allow for the effective functioning of an e-Parliament to ensure transparency of parliamentary proceedings.

The project period will focus mainly on technical assistance and institutional strengthening activities and will be implemented in two specific but inter-linked phases:

- Phase I – January 2014 – September 2014 (forecasted date for elections)
- Phase II – September 2014 – December 2016

2. OBJECTIVES, OUCOMES, ACTIVITIES

2.1 Objectives

The overall objective is to contribute to the transition to democracy and the rule of law in Fiji. The specific objectives are to contribute to the preparation of the Fiji Parliament for its resumption in 2014 and to ensure that the systems and processes are in place to provide for a parliament that can efficiently and effectively undertake its legislative, oversight and representative roles, with a view to strengthening good governance and development outcomes in Fiji.

The project seeks to improve the capacity of the Parliament of Fiji to become again a prominent national forum and to represent the citizens of Fiji as an important aspect of Fiji's return to parliamentary democracy. Supporting the Parliament of Fiji is a long-term process requiring consistent and coordinated cooperation with partners in order to develop effective oversight, legislation and representative roles. Simultaneously, parliament can become an inclusive place for dialogue and debate. Strengthening parliament is seen as a major step in achieving a more stable political climate in Fiji.

In addition, bilateral parliamentary support can also be a source of capacity development for the Parliament of Fiji. UNDP has been engaging with other national parliaments in the region and globally. A number of national and sub-national parliaments have also expressed a wish to support to the current project.

2.2 Outcomes

The expected outcomes are:

1. The re-established Parliament of Fiji has the capacity to effectively scrutinize draft laws, oversee the executive branch of government and represent citizens;
2. The Parliament of Fiji is recognised as an inclusive place for dialogue and a venue that reflects the interests of all citizens.

2.3 Activities

Activity 1: Support the establishment and capacity building of the Parliament of Fiji to effectively scrutinise legislation, oversee the executive and represent citizens.

Output 1.1 - Parliament as an Institution Strengthened

This output will be the primary focus of the project during Phase I (pre-election phase) with focus on parliamentary infrastructure, human resources and training, as well as the revisions of the parliamentary legal framework. Sub-activities under this output will include:

- a) **Infrastructure and Hardware Support** – While the Government of Fiji has indicated it will provide funds for the renovation of Parliament, there remains scope for potential support to the Parliament to provide light infrastructure and hardware that are specific to parliamentary proceedings and services. Such support could include provision of hardware relating to electronic voting, broadcasting of chamber proceedings, broadcasting of committee proceedings, and hardware and software for accurate recording of proceedings. In addition technical assistance and software could be provided for the development of an e-parliament that would allow for increased public information on parliamentary work as well as more effective and efficient internal parliamentary functioning. A comprehensive technical needs assessment should be conducted at the beginning of the project in order to guide any equipment and training support.
- b) **Strengthening the Capacity of the Parliament Secretariat** – The capacity building of Parliament Secretariat staff will commence during Phase I and will continue to be implemented during Phase II. The vast majority of Parliament Secretariat staff will be newly recruited and are likely to have limited experience working in a legislature. The project will focus on supporting the Office of the Secretary General in providing professional development and mentoring for Parliament Secretariat staff to strengthen their capacity to give procedural advice and to provide support to Members of Parliament. A comprehensive capacity needs assessment of Parliament Staff should be conducted after the new Secretary General has been appointed and key staff, like the Deputy Secretary General, Directors, and Principal Officers have been in place. Further staff training in the form of attachments or mentoring will be conducted during Phase II of the project.
- c) **Parliamentary Procedures, Processes and Policies** – During Phase I, the Parliament will need to finalise key documents that legislatures ought to have in place in order to operate effectively. International best practice will be offered to the development and finalisation of key documents such as the Standing Orders (Rules of Procedure) and other internal guidelines

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relating to human resources, remuneration, ICT, the process for the conduct of public hearings and so forth.

Output 1.2 – Members of Parliament knowledgeable about participatory law-making, oversight processes and representation.

This output will commence with preparatory work during Phase I but many of the activities, including of course those relating to capacity development and support for Parliamentarians, will be implemented in Phase II of the project:

- a) **Member of Parliament development** – Due to the absence of parliament for more than seven years, newly-elected members will be provided with capacity development in order to fulfil their duties. After the elections, members will undergo an induction to learn about the duties of Parliament and their work as parliamentarians. For continuous capacity building of Members it is suggested to undertake an identification of areas for support based on parliament's priorities. This assessment should be followed by the development of a capacity development schedule and the organisation of an ongoing series of workshops on procedural and development issues.
- b) **Research and Analysis** – The project will provide support to the Parliament Secretariat to strengthen the role of Parliament with regards to the analysis of bills and amendment of bills during the formal legislative process. In particular, the project will provide for TA to provide for analysis of bills to enhance compliance with international standards and best practice as well as providing a gender analysis.
- c) **Support to Key Parliamentary Committees** – The legislative process within Parliament will be outlined in detail in the Standing Orders but it can be assumed, in line with processes in the majority of global parliaments, that Parliamentary Select Committees and the Public Accounts Committee are likely to play a central role in providing detailed scrutiny of bills and financial oversight. The project will provide training for MPs on the legislative process, training and mentoring for committee staff, briefings on specific subjects covered by the committees and expert TA to Parliamentary Committees when considering bills. Further, it will facilitate committee member's engagement with experts and citizens.
- d) **Consultative and transparent legislative process** – TA and support can be provided to allow for the development and institutionalisation of an open, transparent and participatory legislative process. The content of the Standing Orders will influence the way in which committees operate during the legislative process but TA will be required to develop materials and guidelines on the legislative process as well as training for both Secretariat staff and MPs on their implementation.
- e) **Budget Scrutiny and Oversight** – the project will provide technical assistance to the Parliament and the relevant committees within Parliament when considering the national budget and when providing scrutiny and oversight of public expenditure. Structures within Parliament for effective oversight in this field will be outlined in the new Standing Orders but the project will assume that a Public Accounts Committee, or similar mechanism, will be created within Parliament to provide detailed oversight of national expenditure and assistance to this committee will be a priority.

Activity 2: Support the Parliament of Fiji to foster inclusive dialogue processes and the active engagement of citizens.

Output 2.1 – Members of Parliament are knowledgeable about coalition-building and negotiation skills and actively engage in dispute resolution.

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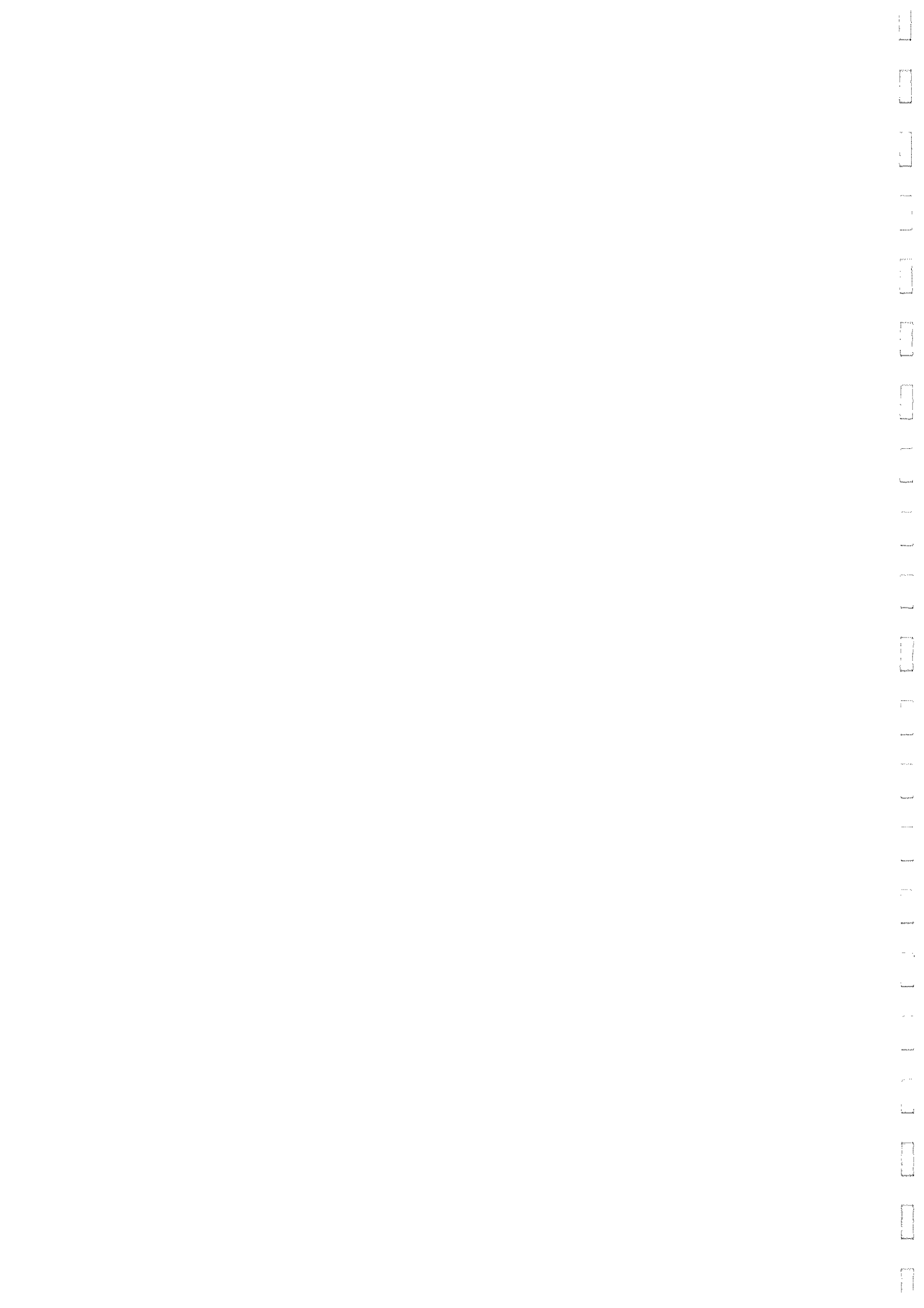
This output will be the primary focus of the project during Phase II (post-election phase) with focus on support to Members of Parliament on parliamentary committees and parliamentary caucuses to develop their negotiation skills by building their capacity to engage conflict mediation and dispute resolution. Sub-activities under this output will include:

- a) **Coalition Building** – One key activity of newly-established legislatures is the formation of parliamentary caucuses. The project in Phase II will provide technical assistance for the development of party caucuses that are consultative, deliberative and open to dialogue. Activities will include assistance based on international best practice for coalition building among caucuses after their formation, and for the effective management of caucuses and the division of work among caucus staff.
- b) **Cross-party communication** – In a multi-party parliament regular dialogue among parties and political leaders is crucial for the smooth business of Parliament. Based on global experience, the project will organise a workshop and provide technical assistance to promote cross-party dialogue. Further, activities will include assistance to the development of communication skills for caucuses and their members.
- c) **Constituent relations** – The scope for Members of Parliament to engage constituents and the resources available for this purpose will largely be decided during Phase I of the project. Due to the new electoral system based on one national electoral constituency it will be challenging for individual Members of Parliament to conduct constituent relations. The project will organise seminars and provide technical assistance to parliamentary committees and caucuses in order to conduct successful constituent relations. Assistance will include guidelines for MPs when going to the field, and how to record, report and provide feedback on information gathered.

Output 2.2 – Parliamentary engagement with citizens strengthened

This output will commence with preparatory activities in Phase I (pre-election phase) and will mainly be implemented in Phase II, including support to the Parliament to develop outreach and communications plans, ICT systems, procedures and tools for both internal and external purposes. Sub-activities under this output will include:

- a) **General Public Outreach** – One key activity for newly re-established legislatures is to provide information to citizens on the role and work of the Parliament. During Phase I, the project will work with the Parliament Secretariat to develop an Outreach and Communication strategy for Parliament to include activities relating to 'Taking Parliament to the People', such as Parliament Open Days, a schools programme and Parliament road shows. Particular attention will be given to women citizens and youth.
- b) **Targeted Outreach** – The project will work with the Parliament Secretariat to develop and implement outreach strategies targeting groups that traditionally have a limited role in political decision making such as women, youth, and ethnic minorities. Activities will include support for the Parliament Secretariat in organising a regular Youth Parliament and TA for strategies to target Parliament outreach in a targeted and focussed manner.
- c) **Website, Open parliament and the Media** – The project will work with the Parliament Secretariat to develop the Parliament website to provide for an open and transparent Parliament. Technical assistance and resources will be focussed on ensuring that parliament proceedings and upcoming Parliament activities are widely publicised through new media in order to ensure that the workings of Parliament are both transparent and interactive. In addition, the project will work with the media to provide training on best practice in parliament media relations.



All capacity-development activities will be subject to evaluation in order to assess impact and make any adjustments necessary for future improved delivery. Terms of reference for these activities will therefore provide clear guidelines for questionnaires to be used for evaluation purposes. All activities will be properly documented through reports, manuals and other publications, in order to build institutional memory that will be useful for future generations of parliamentary leadership, MPs and staff.

Procurement of equipment and services will be done according to UNDP procurement procedures. Parliamentary authorities will be involved in the procurement process to the degree appropriate in order to ensure standardisation of procurement of equipment and to provide the parliament the opportunity to adapt its own procurement procedures to international standards needed for its own administration of external funds. UNDP will provide any additional backstopping and administrative support needed for the efficient and effective implementation of this project.

3. RISKS AND ASSUMPTIONS

The key assumption for this project is that the Government of Fiji will remain committed to the schedule of general elections in 2014 and the re-establishment of a parliamentary democracy. Until election day, the implementation of project activities will be impacted by the political dynamics and a number of factors beyond the direct control of the project, such as electoral decree, establishment of an election commission, date of election, appointment of the parliamentary Secretary General and key staff.

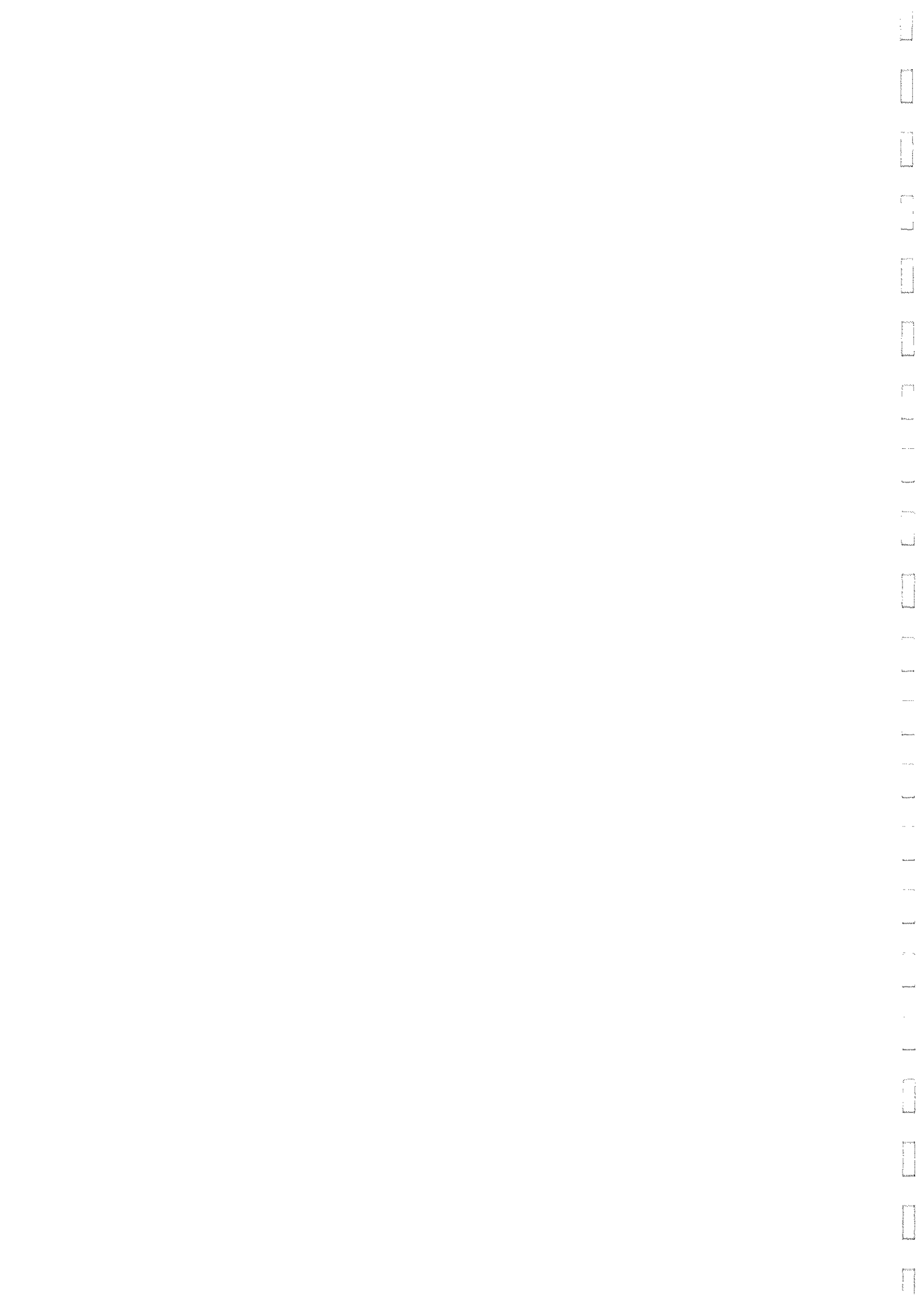
Another key risk is the potential political tension during the election process and re-establishment of Parliament. Candidates and elites from old political parties will contest seats in Parliament with candidates from newly established parties. The last elections were held more than eight years back and the principle of open political debate have to be revived. A potential risk can also be the replacement of the Secretary General and key Parliament Secretary staff during the implementation of the project, since it can change the ownership of the project and partnership relations.

As a mitigating measure and for a successful implementation of the project it will be important to retain flexibility in order to respond in a timely manner to a changing environment and strategic opportunities or specific requests for technical assistance relating to the legislature. To this end, the design of the project remains adaptable to changing situations.

In addition, since the structure, processes and procedures of the legislature will only be outlined in detail when the Parliament's Standing Orders are finalised during Phase I of the project, the project will remain flexible to opportunities that arise following Phase I. The Project Steering Committee would be the decision-making body to approve any such activities based on requests from Government and / or Parliament within this flexible approach.

Finally, it has to mentioned, that serious political instability resulting in a renewed suspension of parliament is a potential risk.

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In order to identify and actively manage risk during project implementation, it is advisable that the quarterly reporting template will include a section on risk identification and management.

At the end of Phase I of the project and prior to commencement of Phase II, an Assessment Report will be completed assessing the impact of the political situation on future project activities and providing recommendations on potential actions with regards to future project direction and activities. The project will undertake similar assessments on an 'as needs' basis when political and other factors beyond the control of the project so dictate.

4. Stakeholders

The key project stakeholders and beneficiaries of the project assistance are the Government of Fiji, the Fiji Parliament with its Members and Staff, Civil Society Organisations, the Judiciary and the Media.

5. Timeline

The location of the project is Fiji. The implementation period of the project is 36 months, starting from January 2014 and ending in December 2016.

Project implementation is scheduled to commence in January 2014 in order to allow for sufficient time to implement Phase I of the project before the elections scheduled for September 2014. UNDP is aware of the challenging implementation timetable and will take steps to mitigate the risks of delayed implementation. Implementation responsibility will lie with the UNDP. UNDP will ensure that international technical assistance for project implementation is available from January 2014 onwards.

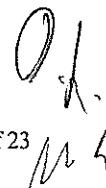
6. Implementation and Management Arrangements

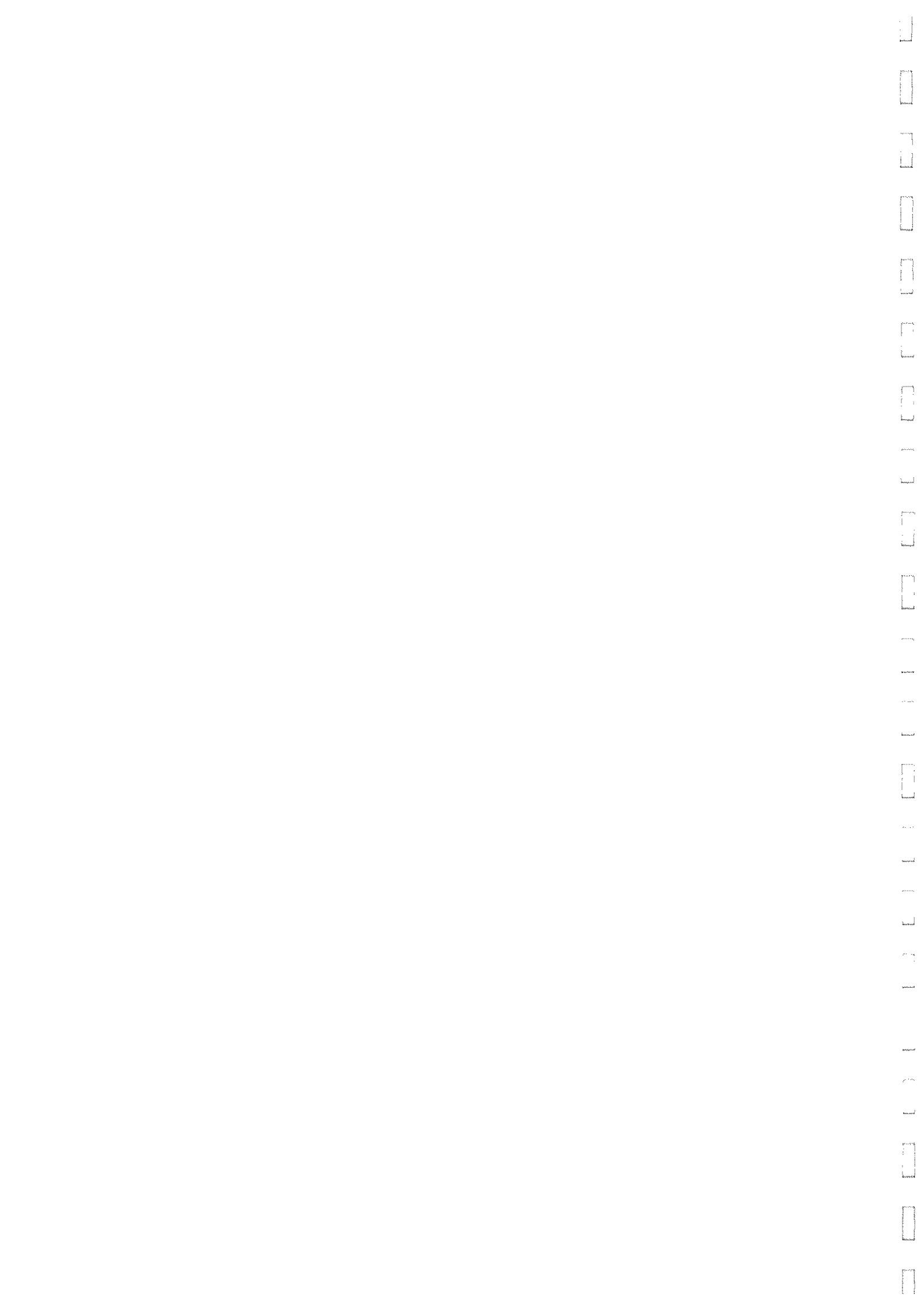
This project will be managed and implemented by UNDP.

A steering committee shall be set up and function as an overall management structure for the project and to oversee transparency, accountability and efficiency of the project operations as well as assess opportunities, risks and political challenges and link the project to other relevant Government and development partners initiatives.

The project steering committee shall be made up of:

- the UN Resident Coordinator;
- a representative of the EU;
- representatives of other contributing multi-lateral or bi-lateral partners;
- the Manager of the UNDP Pacific Centre;
- the Deputy Resident Representative of the UNDP Fiji Multi-country office;





- The Secretary General of Parliament [when appointed]

The steering committee will receive annual reports, and more often if so deemed necessary.

7. Reporting

The reporting will be carried out pursuant to the rules and procedures set out in the special and general conditions of the Standard Contribution Agreement.

8. Budget

The budget is outlined in Annex III.

9. Monitoring and Evaluation

9.1. Monitoring

Best practices in monitoring parliamentary support will be considered when setting up the monitoring framework.

The European Union may carry out Results Oriented Monitoring (ROM) via independent consultants, starting from the sixth month of project activities, which will be finalised at the latest 6 months before the end of the operational implementation phase.

9.2 Evaluation

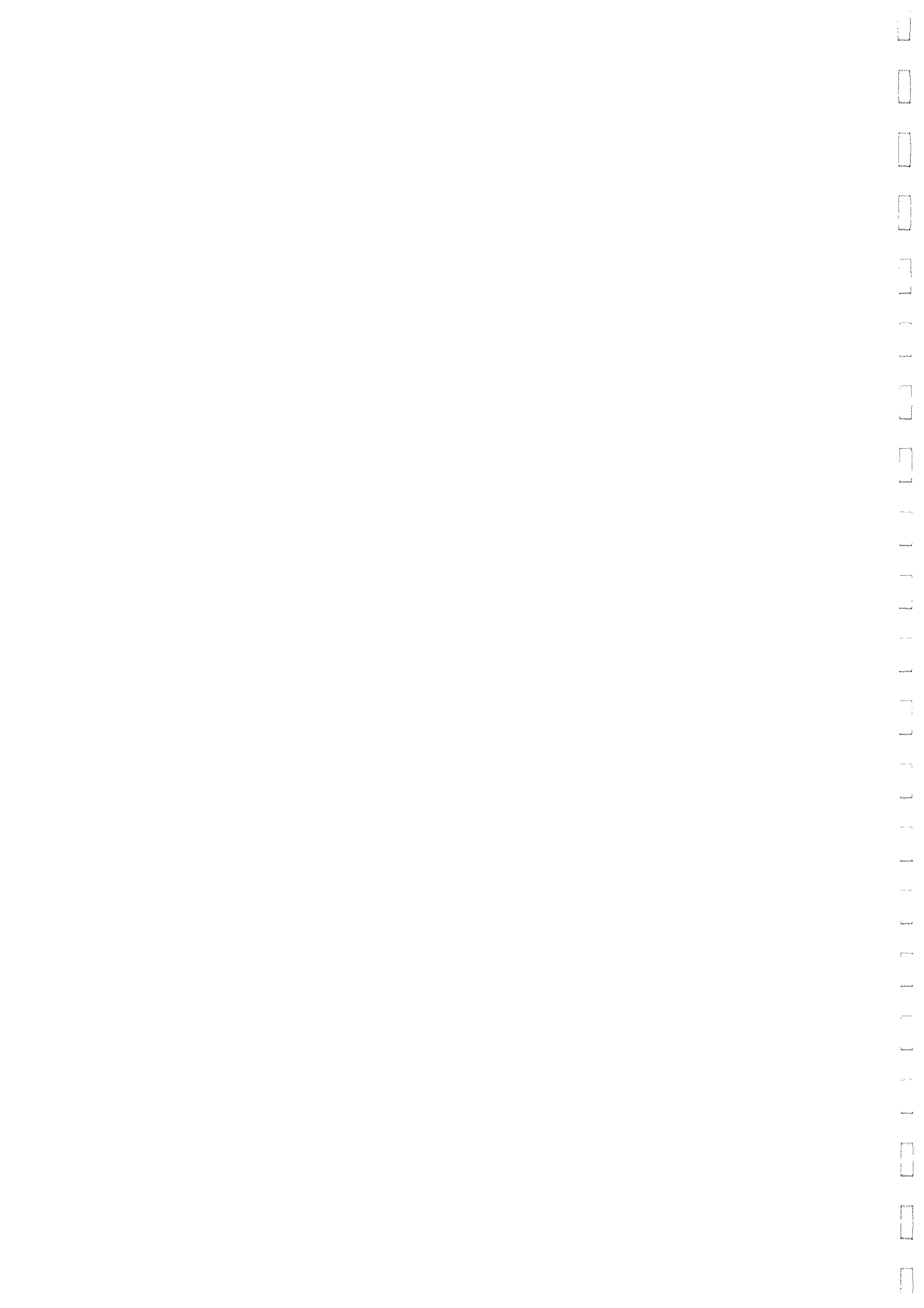
The EU delegation will carry out external evaluations, via independent consultants, as follows:

(i) possibly, a mid-term review;

(ii) a final evaluation, at the beginning of the closing phase;

Should a mid-term review be carried out, the project steering committee shall analyse the conclusions and recommendations of the mid-term review and decide on the follow-up action to be taken and any adjustments necessary, including, if indicated, the reorientation of the project.

Any interim or final evaluation or monitoring missions performed by the European Union shall be planned and completed in a collaborative manner between the Organisation's staff and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of this Agreement. These missions should be planned ahead and procedural matters are to be agreed upon by the European Commission and the Organisation. The European Commission will offer to make a draft of its report available to the Organisation for comments prior to final issuance.



Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Action performed by the Organisation.

10. Communication and Visibility

Communication and visibility will be ensured in line with “Joint Visibility Guidelines for EC-UN Actions in the Field²” through the extensive promotion of education, awareness and research material, media campaigns and organisation of events funded by the project. Visibility approach will be decided through consultation with the EU Head of Delegation.

11. Pre-Conditions

The main pre-condition is the continuation of the constitutional and electoral process as announced by Government.

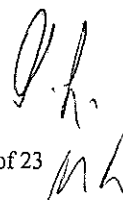
APPENDICES

Appendix 1 – Indicative Output Indicators

Appendix 2 - Logical Framework

Appendix 3 – Indicative timetable

²http://ec.europa.eu/europeaid/work/procedures/financing/international_organisations/other_documents_related_united_nations/document/joint_visibility_guidelines.pdf



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Appendix 1 – Indicative Output Indicators

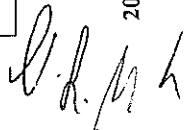
Output	Baseline	Indicators
<p>Output 1.1: Parliament as an Institution Strengthened</p>	<p>Newly established parliament and secretariat staff with no training and experience in parliamentary support functions.</p>	<ul style="list-style-type: none"> • Parliamentary building functioning with ICT and Hansard. • Parliament Secretariat positions filled and secretariat providing effective support to MPs and committees. • At least 80% of Parliament Secretariat staff have participated in trainings. • Parliament Standing Orders developed and adopted by Parliament.
<p>Output 1.2 Members of Parliament knowledgeable about participatory law-making, oversight processes and representation.</p>	<p>Newly established parliament consisting of members with little or no previous experience.</p>	<ul style="list-style-type: none"> • Inductions for new members conducted. • Select Committees and Public Accounts Committee established and meeting regularly. • Number of research papers and legislative analysis produced. • Consultation processes established and committees holding public hearings on draft bills.

		<ul style="list-style-type: none"> • MPs and staff trained on legislative processes and bills scrutiny process established and implemented.
<p>Output 2.1 Members of Parliament are knowledgeable about coalition-building and negotiation skills and actively engage in dispute resolution.</p>	<p>Newly established parliament without party caucuses and no experience in coalition-building.</p>	<ul style="list-style-type: none"> • Parliamentary party caucuses established. • Cross-party dialogue and coalitions negotiations taking place.
<p>Output 2.2 Parliamentary engagement with citizens strengthened.</p>	<p>Newly established parliament without an outreach and communications strategy.</p>	<ul style="list-style-type: none"> • Parliamentary Outreach and Communications Strategy developed and being implemented, • Outreach initiatives for specific sectors, including a youth parliament developed and implemented.

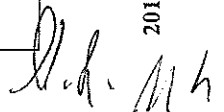
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Appendix 2 – Logical Framework

	Intervention logic	Objectively verifiable indicators of achievement	Sources and means of verification	Assumptions
Overall objectives	To contribute to the transition to democracy and the rule of law in Fiji	Parliament of Fiji resumes its work.	Election results and parliamentary sitting reports.	
Specific objectives	To contribute to the preparation of the Fiji Parliament for its resumption in 2014 and to ensure that the systems and processes are in place to provide for a parliament that can efficiently and effectively undertake its legislative, oversight and representative roles, with a view to strengthening good governance and development outcomes in Fiji.	Parliamentary infrastructure in place, sufficient human resources recruited and trained, and the legal framework for Parliament to operate submitted for approval.	Reports and analysis produced by independent consultants. Parliament and government activity reports. Technical need assessments. Legal documents and procedures.	Pre condition: Government commitment to go ahead with the elections and the preparations for Parliament to resume its work.
Expected	1. The re-established Parliament of Fiji has the capacity to effectively	At least 80% of parliamentary staff	Baselines will be defined by initial capacity needs	Risks:

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outcomes	scrutinize draft laws, oversee the executive branch of government and represent citizens; 2. The Parliament of Fiji is recognised as an inclusive place for dialogue and a venue that reflects the interests of all citizens.	have participated in trainings. At least 80% of newly-elected MPs have participated in induction courses on law-making, oversight and participation. Parliamentary legislation-making and oversight processes have resumed in a transparent and participatory way. Party caucuses have been formed and cross-party dialogue is taking place. Constituent relations and parliamentary engagement with citizens have resumed.	assessments. M&E and progress reports. Parliamentary reporting and Hansard minutes. Parliamentary website up and running. Topics discussed in the media.	Delays in recruitment of parliamentary staff. Delays in training of staff and inductions of MPs. Political tension during the transition period. Delays in caucus formation and coalition-building.
Activities	Activity 1: Support the establishment and capacity building of the Parliament of Fiji to effectively scrutinise legislation, oversee the executive and	Means: Staff & Other personnel	Costs: Staff & other personnel - €675,648	Parliament continues to operate and function.



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represent citizens.	Supplies & materials	Supplies & Materials -	Ongoing cooperation with stakeholders and beneficiaries.	good
Activity 2: Support the Parliament of Fiji to foster inclusive dialogue processes and the active engagement of citizens.	Equipment	Equipment - €242,880		
	Contractual Services	Contractual Services -		
	Travel	€368,000		
	Workshop, Training & Activities	Travel - €172,960	Political situation remains conducive to international assistance.	
	General Operating Costs	Workshop, Training & Activities - €408,480		
		General Operating Costs - €99,360		
		Indirect costs -		
		€143,895.36		

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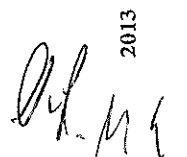


Appendix 3 – Indicative Timetable

Activity	Year 1 – 2014				Year 2 – 2015				Year 3 – 2016				
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
	Project Phase I				Project Phase II								
Outcome 1 The re-established Parliament of Fiji has the capacity to effectively scrutinize draft laws, oversee the executive branch of government and represent citizens. Inception Report at beginning of Phase I (situation analysis, staff situation, election preparations, Parliament renovation, etc.) Technical needs assessment Technical infrastructure and hardware support Capacity needs assessment of parliamentary staff Parliamentary staff training to strengthen the capacity of the Parliament Secretariat prior and after the elections International best practice provided to the development of parliamentary procedures, processes and policies													

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	Assessment Report at beginning of Phase II (situation analysis, parliament staff and support system, actors, etc.)													
	Inductions and capacity building of newly-elected MPs.													
	TA to provide for research and analysis of bills to enhance compliance with international standards and best practice as well as providing a gender analysis.													
	Committee support through training for MPs, training and mentoring for committee staff, briefings on specific subjects covered by the committees.													
	TA to allow for the development and institutionalisation of an open, transparent and participatory legislative process and Budget Scrutiny and Oversight.													
Outcome 2	The Parliament of Fiji is recognised as an inclusive place for dialogue and a venue that reflects the interests of all citizens.													
	TA for the development of party caucuses that are consultative, deliberative and open to dialogue and promote cross-party dialogue.													



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	Seminars and trainings for caucuses and committees on how to conduct successful constituent relations.																			
	Work with Parliament Secretariat to develop an Outreach and Communication strategy for Parliament.																			
	Organisation support for a regular Youth Parliament																			
	Work with Parliament Secretariat to develop the Parliament website to ensure that Parliament activities are widely publicised.																			
	Seminars for the media to provide training on best practice in parliament media relations.																			
	Audit																			
	Review & Evaluation																			
	Closure Phase																			

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ANNEX II

General Conditions

ANNEX II

General Conditions applicable to European Union contribution agreements with international organisations

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GENERAL AND ADMINISTRATIVE PROVISIONS

Article 1 - GENERAL OBLIGATIONS

1.1 The Organisation shall ensure that the Action is carried out in accordance with the Description of the Action contained in Annex 1 and is responsible for achieving the objectives set out therein. The Organisation shall report on the indicators of achievement specified in the Description of the Action.

1.2 The Organisation shall implement the Action with the requisite degree of care, efficiency, transparency and diligence, as required by best practice in the field concerned, and in compliance with this Agreement.

The Organisation shall make every effort to mobilise all the financial, human and material resources required for full implementation of the Action, as specified in the Description of the Action.

1.3 The Organisation may act either alone or in partnership with one or more organisations mentioned in the Description of the Action (implementing partners or partners). Partners shall actually participate in implementing the Action, and the costs they incur shall then be eligible under the same conditions as those incurred by the Organisation.

It may also contract parts of the Action, in accordance with the provisions of article 10 hereof.

Where the EU contribution has been awarded to the Organisation in the form of a grant following a call for proposals or a direct award, and therefore not as a Joint Management Action, and in particular where the implementation of the Action requires financial support to be given to third parties, the Organisation may only award grants to third parties ("sub-grants") as provided for in the Special Conditions, and only in order to support the achievement of the objectives of the Action. The Description of the Action shall include a list and description of the types of activity which may be eligible for sub-grants, together with the criteria for the selection of the beneficiaries of these sub-grants. The Description of the Action shall also establish the total amount which may be used for awarding sub-grants as well as the criteria for fixing the exact amount per sub-grant. The maximum amount of a sub-grant shall be limited to EUR 60 000 per third party, except in cases where the financial support in the form of grants and sub-grants is the primary aim of the action and it is not funded by the European Development Fund. The sub-grants awarded by the Organisation are subject to the nationality and eligibility rules for selection provided for in Article 10.3.

Where the Action is not a Joint Management Action, the bulk of the Action shall be undertaken by the Organisation, and where applicable, its partners.

The Organisation shall remain fully responsible for the co-ordination and execution of all contracted activities.

1.4 The Organisation undertakes to ensure that the conditions imposed upon it under Articles 1, 3, 4, 5, 6, 7, 10, 14, 16 and 17 shall also apply to all partners and, where applicable, contractors involved.



- 1.5 The Organisation shall take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Organisation shall be reported to the Contracting Authority without delay.

Where appropriate the Organisation shall terminate contracts with partners, contractors or agents involved in fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by the Organisation and financed by the European Union, and shall take all reasonable measures to recover funds unduly paid.

- 1.6 Without prejudice to Articles 1.3 and 10, the Agreement and the payments attached to it shall not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authority.

- 1.7 The provisions regarding "Joint Management Actions" in these General Conditions may be applied if provided for in the Special Conditions and where at least one of the following conditions is met:

- the performance of the Action requires the pooling of resources from a number of donors, and it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure (hereinafter, "Multi-donor Actions"), or
- the European Commission and the Organisation are bound by a long-term framework agreement laying down the administrative and financial arrangements for their cooperation; or
- the European Commission and the Organisation have jointly assessed the feasibility and defined the terms for implementation of the Action.

- 1.8 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, which shall only confer on it rights and obligations where explicitly stated. It will nevertheless endorse the Agreement to ensure that the Contracting Authority's contribution is actually paid by the EU budget, and the provisions on visibility in this Agreement will apply accordingly.

Article 2 - OBLIGATIONS REGARDING INFORMATION AND FINANCIAL AND NARRATIVE REPORTS

- 2.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall provide before signature of this Agreement a work plan for the first period of implementation specified in the Description of the Action. The Organisation shall also draw up progress reports and a final report. These reports shall consist of a narrative part and a financial part. Reporting, narrative as well as financial, shall cover the whole of the Action, regardless of whether this Action is wholly financed or co-financed by the Contracting Authority.
- 2.2 The Contracting Authority may request additional information at any time, providing the reasons for the request. Such information shall be supplied within 30 days of the request.

- 2.3 The Organisation shall send progress reports to the Contracting Authority in accordance with the provisions below. Every report shall provide a complete account of all aspects of implementation for the period covered.

The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular separate information on the amounts subject to legal commitment and on costs incurred by the Organisation, and where applicable, its partners), the results expected and obtained and the budget details for the Action. The level of detail in any report should match that of the Description of the Action and of the Budget for the Action.

- 2.4 The narrative report shall directly relate to this Agreement and shall at least include:

- Summary and context of the Action;
- Activities carried out during the reporting period (i.e. directly related to the Action and activities described in this Agreement);
- Difficulties encountered and measures taken to overcome problems;
- Changes introduced in implementation;
- Achievements and results measured in accordance with the performance indicators prescribed in this Agreement;
- Work plan for the following period including objectives and performance indicators of achievement. If the report cannot be sent before the end date fixed for the period covered by the preceding work plan, a new work plan, albeit provisional, shall be provided before such date.

- 2.5 The final report shall contain the above information on the activities and results of the Action (except for a work plan mentioned in the last indent, without purpose at the end of the Action) covering the whole Implementation Period, information on the measures taken to identify the European Union as the source of financing, and details on the transfers of assets provided for in Article 7.3 if relevant, plus a full summary of the Action's income, contributions received and cost incurred.

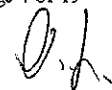
- 2.6 The reports shall be presented in the same language as this Agreement. They shall be submitted at the following intervals:

if payments follow option 1 in Article 15.1:

- a progress report shall be forwarded to the Contracting Authority at the end of every 12-month period, where the Implementation Period of this Agreement is longer;
- a final report shall be forwarded to the Contracting Authority within six months of the end of the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions;

if payments follow option 2 in Article 15.1:

- a progress report shall accompany every request for pre-financing or interim payments;



- the final report shall be forwarded to the Contracting Authority within six months of the end of the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions.

2.7 Reports shall be submitted in Euro and in the holding currency used by the Organisation, and may be drawn from financial statements denominated in other currencies as per the Organisation's legislative requirements. In such case and for the purpose of reporting, conversion into Euro shall be made using the rate of exchange at which the Contracting Authority's contribution was recorded in the Organisation's accounts (weighted average), unless otherwise specified in article 4(3) of the Special Conditions.

2.8 Any additional reporting requirement shall be set out in the Special Conditions.

2.9 If the Organisation fails to supply a final report by the final report deadline laid down in Article 2.6, and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may refuse to pay any outstanding amount and recover any amounts unduly paid.

Furthermore, where the Organisation fails to present a progress report and where relevant a request for payment by the end of each 12-month period following the date laid down in Article 2(2) of the Special Conditions, the Organisation shall inform the Contracting Authority of the reasons why it is unable to do so, and shall provide a summary of the state of progress of the Action. If the Organisation fails to comply with this obligation, the Contracting Authority may terminate the Agreement in accordance with the first indent of Article 12.2, refuse to pay any outstanding amount and recover any amounts unduly paid.

2.10 In addition to the above mentioned reports, the Organisation will ensure that progress and situation reports, publications, press releases and updates, relevant to this Agreement, are communicated to the Contracting Authority as and when they are issued.

The Organisation and the Contracting Authority will further endeavour to promote close collaboration and exchange of information on the Action. The Organisation will invite the European Commission to join any donor committee which may be set up in connection with Multi-Donor Actions.

2.11 In any event the Organisation shall inform the Contracting Authority without delay of any circumstances likely to hamper or delay the implementation of the Action.

Article 3 - LIABILITY

3.1 The Organisation shall have sole responsibility for complying with all legal obligations incumbent on it.

3.2 The Contracting Authority may not under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out, or as a consequence of the Action. Therefore, the Contracting Authority may not accept any claim for compensation or increases in payment in connection with such damage or injury.

- 3.3 Subject to the rules governing the Organisation's privileges and immunities, the Organisation shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Action. The Organisation shall discharge the Contracting Authority of all liability associated with any claim or action brought as a result of an infringement by the Organisation or the Organisation's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

Article 4 - CONFLICT OF INTERESTS

The Organisation shall take all necessary precautions to avoid conflicts of interests and shall inform the Contracting Authority without delay of any situation constituting or likely to lead to any such conflict.

There is a conflict of interests where the impartial and objective exercise of the functions of any person implementing this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party such as a contractor or grant beneficiary, or the final recipients of funds.

Article 5 - CONFIDENTIALITY

Subject to Article 16, the Contracting Authority and the Organisation shall preserve the confidentiality of any document, information or other material directly related to this Agreement and duly classified as confidential, until at least five years after the end date as specified in Article 12.5. Where the European Commission is not the Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority, and will maintain the same confidentiality.

Article 6 - VISIBILITY AND TRANSPARENCY

- 6.1 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the European Union. Information given to the press, the beneficiaries of the Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding by the European Union" and shall display in an appropriate way the European logo (twelve yellow stars on a blue background). Such measures will be carried out in accordance with the Communication and Visibility Manual for EU External Actions laid down and published by the European Commission, or any other guidelines agreed between the European Commission and the Organisation.

It is understood that the Organisation's equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Union, the Organisation shall display appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo). Where such display could jeopardise the Organisation's privileges and immunities or the safety and security of the Organisation's staff, the Organisation shall propose appropriate alternative arrangements.

- 6.2 The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that does not create any confusion regarding the identification of the Action as an Activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation's privileges and immunities.
- 6.3 All publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."
- 6.4 If the equipment bought with a European Union contribution is not transferred to local partners of the Organisation or the final recipient of the Action at the latest when submitting the final report, the visibility requirements as regards this equipment (in particular display of the European logo) shall continue to apply between submission of the final report and the end of the overall project, programme or action of the Organisation, if the latter is longer.
- 6.5 Publicity pertaining to European Union contributions shall quote these contributions in Euro (€ or EUR), in parenthesis if necessary. The Organisation's publications and reports prepared in response to, and in accordance with, its legislative directives are excluded from this provision.
- 6.6 The Organisation accepts that the Contracting Authority and the European Commission (where it is not the Contracting Authority) publish in any form and medium, including on their websites the name and address of the Organisation, the purpose of the contribution as well as the amount contributed and if relevant the percentage of co-financing.

Upon a duly substantiated request by the Organisation, the European Commission may agree to forego such publicity if disclosure of the above information would risk threatening the Organisation's safety or harming its interests.

- 6.7 With due regard to the applicable rules on confidentiality, security and protection of personal data, the Organisation shall publish, on an annual basis, on its website, the following information on grant and procurement contracts exceeding EUR 15.000 financed by the Contracting Authority: title of the contract/project, nature and purpose of the contract/project, name and locality of the contractor or grant beneficiary and amount of the contract/project. The term "locality" shall mean the address for legal persons and the Region on NUTS¹ 2 level, or equivalent, for natural persons.
- 6.8 The Organisation shall provide to the Contracting Authority the address of the website where this information can be found and shall authorise the publication of such address in the Contracting Authority's internet site.

The Organisation ensures that the obligation to publish this information shall be also applied by its implementing partners as described in Annex I of this Agreement, with

¹ Nomenclature of Territorial Units for Statistics, available at:
<http://ec.europa.eu/eurostat/ramon>

regard to their own grant and procurement contracts financed by the Contracting Authority.

Article 7 - OWNERSHIP/USE OF RESULTS AND EQUIPMENT

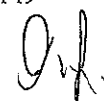
- 7.1 Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties or as may otherwise be agreed by the Organisation.
- 7.2 Notwithstanding the provisions of the first paragraph and subject to Article 5, the Organisation shall grant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 7.3 Unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies paid for by the Contracting Authority's funding shall be transferred to local authorities or local partners (excluding commercial contractors) of the Organisation or to the final recipients of the Action at the latest when submitting the final report. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in Article 16.3.

By way of derogation from the preceding paragraph, the equipment, vehicle and supplies purchased in the framework of multi-donor actions which continue after the end of the Implementation Period of this Agreement, may be transferred to these local authorities, partners or final recipients at the end of the project, programme or action of the Organisation. The Organisation pledges to use the assets to the benefit of those benefiting from the present Action. The Organisation shall inform the Contracting Authority on the end use of the assets in the final report.

In the event that there are no local authorities or partners to whom the equipment, vehicles and supplies could be transferred, the Organisation may transfer the assets to another action funded by the European Union or Contracting Authority or, exceptionally, retain ownership of the equipment, vehicles and supplies at the end of the Action. In such cases, it should submit a justified written request with an inventory listing the items concerned and a proposal concerning their use in due time and at the latest with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action or result in a profit for the Organisation.

Article 8 - EVALUATION OF THE ACTION

- 8.1 Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Action. The results of such missions shall be reported to the European Commission.
- 8.2 Article 8.1 is without prejudice to any evaluation mission which the European Commission as a donor may wish to perform. Evaluation missions by representatives of the European Commission should be planned and completed in a collaborative manner between the Organisation's staff and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of this Agreement. These missions are to be planned ahead and procedural matters are to



be agreed upon by the European Commission and the Organisation in advance. The mission will offer to make a draft of its report available to the Organisation for comments prior to final issuance.

Article 9 - AMENDMENT OF THE AGREEMENT

- 9.1 Any modification to the Agreement, including the annexes thereto, shall be set out in writing in an amendment. This Agreement can only be modified during the execution period set out in Article 2(4) of the Special Conditions.

If the request for an amendment comes from the Organisation, the latter shall submit that request to the Contracting Authority one month before the amendment is intended to enter into force, and in any case no later than one month before the end of the execution period, unless there are special circumstances duly substantiated by the Organisation and accepted by the Contracting Authority.

- 9.2 Where a modification to the Description of the Action and/or the Budget does not affect the basic purpose of the Action and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 15 % or less of the amount originally entered (or as modified by a formal amendment) in relation to each concerned heading for eligible costs, the Organisation may amend the Budget and shall inform the Contracting Authority accordingly in writing. This method shall not be used to amend headings for administrative costs or the contingency reserve.

Changes of address and changes of bank account may simply be notified in writing to the Contracting Authority. Changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

- 9.3 An amendment shall not have the purpose or the effect of making changes that would call into question the award decision. In cases the Agreement follows a call for proposals the amendment may not be contrary to the equal treatment of applicants or increase the maximum amount referred to in Article 3.2 of the Special Conditions.

Article 10 - CONTRACTING

- 10.1 If parts of the Action are contracted, the contracting arrangements, including in particular the principles for the award of procurement and grants, shall be as specified in the Description of the Action. If they are not specified therein, the Organisation will present them to the Contracting Authority as soon as they are available. The Organisation will also inform the Contracting Authority, with as much prior notice as possible, of changes in these arrangements. The Organisation will provide detailed information on contracting arrangements in the final report.

- 10.2 Unless otherwise agreed by the Parties in writing, the procurement of any goods, works or services and the award of grants by the Organisation and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Organisation.

This is based on the understanding that the Organisation's rules and procedures conform to internationally accepted standards, in compliance with the principles of transparency,



proportionality, sound financial management, equal treatment and non discrimination, care being taken to avoid any conflict of interests.

Without prejudice to the specific procedures and exceptions applied by the Organisation, the award by the Organisation of grants financed by the Contracting Authority's contribution shall comply with the following principles:

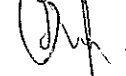
- grants shall not be cumulative, awarded retrospectively or have the purpose or effect of producing a profit for the grant beneficiary;
- grants must involve co-financing from other donors, save in cases of humanitarian and crisis situation, the protection of health and fundamental rights of people, where the grant beneficiaries are third countries or other international organisations and where it is in the interest of the European Union to be the sole donor.

10.3 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.

10.4 The Organisation shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and grant beneficiaries shall be excluded from the participation in a procurement or award procedure financed by the Contracting Authority's contribution, if :

- a. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. they or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgement of a competent authority of a Member State which has the force of res judicata;
- c. they or persons having powers of representation, decision making or control over them have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity detrimental to the EU's financial interests;
- d. they are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information.
- e. they are subject to a conflict of interests.

The Organisation shall inform the European Commission when a candidate or tenderer is in one of the situations under point (c) or when a contractor financed from the present contribution has been found guilty of making false declarations or committing substantial errors, irregularities and fraud.



Without prejudice to the power of the European Commission or of the Contracting Authority to exclude an entity from future contracts and grants financed by the EU, financial penalties may be imposed to contractors by the Organisation according to its own rules and procedures.

- 10.5 In the event of failure to comply with the above provisions the relevant costs may be declared ineligible for funding by the Contracting Authority or by the European Commission, at the latest before acceptance of the Final Report.

Article 11 - IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, FORCE MAJEURE

- 11.1 Irrespective of the starting date and implementation period of the project, programme or action of the Organisation, the Implementation Period of this Agreement shall be as set out in Article 2 of the Special Conditions.
- 11.2 The individual contracts implementing the Action under this Agreement shall be concluded as specified in Article 2.5 of the Special Conditions. This contracting deadline also applies to all the individual contracts signed by the Implementing partner(s). After this contracting deadline and up to submission of Final Report, only contracts concerning final audits, evaluation, closure activities and individual contracts concluded after early termination of an existing contract may be concluded. The deadline for conclusion of individual contracts implementing the Action under the Agreement set out in Article 2.5 of the Special Conditions cannot be extended.
- 11.3 The Organisation may suspend without delay implementation of all or part of the Action if circumstances so require, in particular in case of *force majeure*, and informs the Contracting Authority immediately providing all the necessary details. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and may resume implementation of the Action once the conditions allow, and shall inform the Contracting Authority accordingly.
- 11.4 The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances so require in particular in cases of *force majeure* and in cases such as crisis entailing a change of policy. This Agreement may then be subsequently terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation and the Contracting Authority shall endeavour to minimise the duration of the suspension and shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.
- 11.5 The Implementation Period of this Agreement is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions or to Article 12.1, or to a termination in accordance with Article 12.1.
- 11.6 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them



available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party. Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*. Without prejudice to Articles 11.3 and 11.4 above, the Party invoking *force majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

Article 12 - TERMINATION OF THE AGREEMENT

12.1 If, at any time, either Party believes that the purposes of this Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate this Agreement by serving two months' written notice. In this event, the Organisation shall be entitled to payment of the contribution only for the part of the Action carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Action, which the Organisation cannot reasonably terminate on legal grounds. The part of the EU contribution unspent or not spent in accordance with this Agreement, shall be recovered by the Contracting Authority in accordance with Articles 17 and 18, after all liabilities incurred by the Organisation have been satisfied, including interest earned where applicable.

12.2 Where the Organisation:

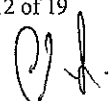
- fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;
- fails to comply with articles 1.5, 1.6 or 4;
- makes false or incomplete statements to obtain the contribution provided for in the Agreement or provides reports that do not reflect reality;
- commits financial irregularities or is guilty of grave professional misconduct;
- undergoes legal, financial, technical or organisational change that is liable to affect this Agreement substantially or to call the award decision into question;

the Contracting Authority will enter into discussions with the Organisation and, failing a proper solution within one month, may terminate this Agreement, after giving seven days' notice, and without paying compensation of any kind. In that event the Contracting Authority may demand full or partial repayment of any amounts unduly paid, after allowing the Organisation to submit its observations.

12.3 Prior to or instead of terminating the Agreement as provided for in Article 12.2, the Contracting Authority may suspend payments or the declaration of eligibility of expenses as a precautionary measure, informing the Organisation immediately.

12.4 This Agreement shall be automatically terminated if it has not given rise to a payment by the Contracting Authority (including pre-financing) within two years of its signature.

12.5 Unless this Agreement is terminated earlier pursuant to Article 12, the payment obligations of the European Union hereunder shall cease at the "end date", which shall



occur 18 months after the end of the Implementation Period as defined in Article 2 of the Special Conditions.

The Contracting Authority shall notify the Organisation of any postponement of the end date. The Contracting Authority shall postpone the end date, so as to be able to fulfil its payment obligations, in all cases where the Organisation has filed the payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in Article 13.

Article 13 - SETTLEMENT OF DISPUTES

- 13.1 The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination. In default of amicable settlement, any Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this Agreement.
- 13.2 The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.
- 13.3 Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

FINANCIAL PROVISIONS

Article 14 - ELIGIBLE COSTS

- 14.1 To be considered eligible as direct costs under this Agreement, costs must:
 - be necessary for carrying out the Action, be provided for specifically in this Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - have been actually incurred during the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions, whatever the time of actual disbursement by the Organisation, in particular:
 - (i) Costs relating to services and works properly provided shall relate to activities performed during the implementation period. Costs relating to supplies shall relate to delivery and installation of items during the implementation period. Consequently, cash transfers between the Organisation and its partners, signature of a contract, placing of an order, or entering into any commitment for future delivery of services, works or supplies undertaken before or after expiry of the implementation period do not meet this requirement.
 - (ii) Except for multi-donor actions, costs incurred should be paid before the submission of the final reports. They may be paid afterwards, provided they are listed in the final report together with the estimated date of payment.

- (iii) An exception is made for costs relating to final reports, including expenditure verification, audit and final evaluation of the Action, which may be incurred after the implementation period of the Action.
- (iv) Procedures to award contracts, as referred to in Article 10, may have been initiated and contracts may be concluded by the Organisation and its partners before the start of the implementation period of the Action.
- be recorded in the Organisation's or Organisation's partners' accounts, be identifiable, backed by effective supporting evidence (originals, as the case may be in electronic form), and verifiable pursuant to the provisions of Article 16.4.

14.2 Subject to the above and without prejudice to Article 10.5, the following direct costs of the Organisation or its implementing partners may in particular be eligible:

- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs (including in the form of provisions made in accordance with the Organisation accounting rules in case of Joint Management Action). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs shall not exceed those normally borne by the Organisation or partners;
- travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;
- purchase costs for equipment (new or used) which are attributable to the Action;
- purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
- costs directly arising out of, or related to, accepting or distributing contributions in kind;
- costs of consumables and supplies directly attributable to the Action;
- expenditure on contracting directly attributable to the Action;
- the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;
- costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).
- taxes, duties and charges, including VAT, actually paid and that the Organisation cannot reclaim (or, where applicable, its partners), unless otherwise provided in the Special Conditions.

14.3 The following costs shall not be considered eligible:

- debts and debts service charges;
- provisions for losses or potential future liabilities;
- interest owed by the Organisation to any third party;
- items already financed from other sources;
- purchases of land or buildings;
- currency exchange losses.

14.4 Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of this Agreement.

Indirect costs may be charged on the value of in-kind commodities delivered by the Contracting Authority, including their associated costs.

A fixed percentage of direct eligible costs, not exceeding 7 %, may be claimed as indirect costs by the Organisation to cover the administrative overheads incurred for the Action. Funding in respect of indirect costs does not need to be supported by accounting documents.

Subject to the above, for comparable Actions and Actions where there is more than one donor the amount claimed as indirect costs shall not, in percentage terms, be higher or lower than for other comparable contributions.

Where the rates applied in accordance with the Organisation's governing bodies' decisions exceed 7%, the Organisation may recover the balance as direct eligible costs, subject to the provisions governing direct eligible costs referred to in this Article 14 being fulfilled.

Indirect costs shall not be eligible where the Agreement concerns the financing of an action where the Organisation is already receiving an operating grant from the European Union during the period in question.

14.5 Any contingency reserve included in the Budget of the Action, to cover any adjustment necessary in the light of changed circumstances on the ground, may not exceed 5% of eligible costs and shall only be used with the prior written (by letter) authorisation of the Contracting Authority, upon a duly justified request from the Organisation through an exchange of letters.

14.6 Contributions in kind made by the Organisation or its partners may be considered neither as co-financing nor as eligible costs. The cost of staff assigned to the Action is not a contribution in kind and may be considered as co-financing in the Budget for the Action when paid by the Organisation or its partners.

Article 15 - PAYMENTS

15.1 Payment procedures are set out in Article 4 of the Special Conditions and follow one of the two options below:

Option 1: When the implementation period of the Agreement does not exceed 12 months or the contribution is less than EUR 100 000

The Contracting Authority will provide a pre-financing from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 30 days of receiving the Agreement signed by both Parties.

The Contracting Authority will pay the balance within 90 days of receiving a request for payment accompanied by a final report. Approval of the report will be done within 45 days and in accordance with Article 15.2. The Contracting Authority will pay the balance within 45 days of approving the final report.

Option 2: When the implementation period of the Agreement exceeds 12 months and the contribution is of EUR 100 000 or more

The Contracting Authority will provide a pre-financing from 80% to 95% of that part of the budget for the first 12 months of the Action which is being financed by it (excluding contingencies) within 30 days of receiving the Agreement signed by both Parties.

Each further instalment will consist of (1) an interim payment that will cover the remainder of the Contracting Authority's part of the budget for the previous period (including any approved contingencies) and (2) a pre-financing from 80% to 95% of that part of the budget for the subsequent 12-month period (or of the remaining period if shorter as regards the last instalment of pre-financing) which is financed by it (excluding contingencies), provided that at least 70% of the immediately preceding instalment (and 100% of previous instalments if any) has been subject to a legal commitment between the organization or its partner and a third party as proven by the relevant report.

The instalments and final payment will be made by the Contracting Authority within 90 days of receiving a request for payment accompanied by a progress or final report. Approval of any report will be done within 45 days and in accordance with Article 15.2. The Contracting Authority will then pay within 45 days of approving the progress or final report.

- 15.2 Any report will be deemed approved 45 days after receipt, accompanied by a request for payment conforming to the model attached as Annex V, if the Contracting Authority has not reacted.

If the Contracting Authority does not intend to approve a report, as submitted, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the first 45-day period. The deadline for approving the report shall be suspended pending the receipt of the requested information. If the Contracting Authority deems that a payment request cannot be met, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the second 45-day period. The payment period shall be suspended pending the registration of a properly formulated payment request.

Reports shall be presented in accordance with Article 2.

Approval of a report does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

- 15.3 On expiry of the payment period specified in Article 15.1, the Organisation, shall receive interest on late payment 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 European Union on the first day of the month in which payment was due, increased by three and a half percentage points.

The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it will be paid to the Organisation only upon demand submitted within two months of receiving late payment.

The interest shall not be treated as an income for the purposes of determining the final amount of European Union financing within the meaning of article 17. The suspension of payment by the Contracting Authority may not be considered as late payment.

- 15.4 The level of pre-financing referred to in Article 15.1 above shall be set at a level of between 80% and 95 % in 5% increments taking into account past record of the Organisation in particular as regards timely submission of the final report.
- 15.5 The Contracting Authority will make payments in Euro into the bank account referred to in the financial identification form in Annex IV. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Organisation may provide a copy of the relevant financial identification form.
- 15.6 Where feasible, the funds paid by the Contracting Authority shall be maintained in Euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.
- 15.7 Where according to the Special Conditions interest earned by the Organisation on funds received from the Contracting Authority is due, it shall be deducted from the payment of the balance, re-used for the Action or recovered by the Contracting Authority. In that case, interest shall be identified as such and reflected in reports to the Contracting Authority.

Article 16 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

- 16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. Separate accounts or sub-accounts shall be kept for each Action, and shall detail all income generated by the Action, donor contributions and expenditure.

The accounting regulations and rules of the Organisation shall apply, provided that these regulations and rules conform to internationally accepted standards.

- 16.2 Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the Organisation. A copy of the audited financial statements shall be submitted to the European Commission by the Organisation.

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- 16.3 The Organisation shall, until at least five years after the end date as specified in article 12.5:
- keep financial accounting documents concerning the activities financed by the contribution and,
 - make available to the competent bodies of the European Union, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Organisation or by its implementing partners or contractors.
- 16.4 In conformity with its financial regulations, the European Union, including its Court of Auditors, may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.
- 16.5 These provisions shall be applied in accordance with any specific agreement concluded in this respect by the Organisation and the European Union.

Article 17 - FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY

- 17.1 The total final amount to be paid by the Contracting Authority to the Organisation shall not exceed the maximum contribution established by Article 3(2) of the Special Conditions, even if the overall costs incurred exceed the estimated total budget set out in Annex III.
- 17.2 Where Article 3(2) of the Special Conditions sets out a maximum percentage of estimated total eligible cost to be financed by the Contracting Authority, and if the eligible costs at the end of the Action are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the contribution of the Contracting Authority shall be limited to the amount resulting from multiplying the eligible costs by the percentage laid down in Article 3(2) of the Special Conditions.

Where the percentage set out in article 3(2) of the Special Conditions is likely to change in the course of implementation, the Organisation shall consult the Contracting Authority without delay so as to agree on appropriate measures, in accordance with Article 9.

- 17.3 The Organisation accepts that the contribution of the Contracting Authority shall be limited to the amount required to balance income generated by the Action, donor contributions and expenditure for the Action and that it may not in any circumstances result in a surplus for the Organisation.

In the event of a final surplus balance of total financing over expenditures at the financial closure of the Action, the Organisation shall specify in the final report the amount of the surplus balance in the holding currency used by the Organisation together with the estimated amount in Euro and where the exchange rate of the Organisation can be consulted. This surplus in the Organisation's accounts expressed in holding currency used by the Organisation shall be converted into Euro using the rate of exchange of the Organisation in force on the day when the Contracting Authority's internal recovery order is established, which amount is later reflected in the debit note sent to the Organisation. The resulting Euro equivalent shall then be refunded to the Contracting Authority. This provision shall not apply to the exchange rates used for reporting.

- 17.4 In cases where the Action is suspended or not completed within the Implementation Period of this Agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied will be reimbursed to the Contracting Authority, including, where applicable, interest earned.
- 17.5 Where the Action is not carried out at all, or is not carried out properly, in full or on time and without prejudice to its right to terminate this Agreement pursuant to Article 12.2, the Contracting Authority may, after allowing the Organisation to submit its observations and without prejudice to Article 13, reduce the contribution pro rata the actual implementation of the Action on the terms laid down in this Agreement.

Article 18 - RECOVERY

- 18.1 Where recovery is justified, the Organisation shall repay to the Contracting Authority within 45 days of the issuing of a letter (debit note) by which the Contracting Authority reclaims from the Organisation, any amounts paid in excess of the final amount due.
- 18.2 If the Organisation fails to repay by the due date, the sum due shall bear interest at the rate indicated in article 15.3. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.
- 18.3 Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Organisation, after informing it accordingly. The Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in instalments.
- 18.4 Bank charges incurred from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.



ANNEX III

Budget for the Action

Annex III - Fiji Parliament Support Project Budget

Budget	Total Budget (All Years)		Year 1		Year 2		Year 3	
	EU, UNDP & Other Donors		EU, UNDP & Other Donors		EU, UNDP & Other Donors		EU, UNDP & Other Donors	
	Costs (USD)	Cost (EUR)	Costs (USD)	Cost (EUR)	Costs (USD)	Cost (EUR)	Costs (USD)	Cost (EUR)
1. Staff and other personnel costs	918,000.00	675,648.00	305,000.00	225,216.00	306,000.00	225,216.00	306,000.00	225,218.00
2. Supplies, Materials	120,000.00	89,320.00	30,000.00	22,080.00	45,000.00	33,120.00	45,000.00	33,120.00
3. Equipment	330,000.00	242,880.00	210,000.00	154,560.00	60,000.00	44,160.00	60,000.00	44,160.00
4. Contractual Services	500,000.00	368,000.00	160,000.00	117,760.00	180,000.00	132,480.00	160,000.00	117,760.00
5. Travel	235,000.00	172,960.00	50,000.00	36,800.00	95,000.00	69,920.00	90,000.00	66,240.00
6. Workshops, Training & Activities	555,000.00	408,480.00	195,000.00	143,520.00	180,000.00	132,480.00	180,000.00	132,480.00
7. General Operating and Other Direct Costs	135,000.00	99,360.00	15,000.00	11,040.00	50,000.00	36,800.00	70,000.00	51,520.00
8. Total Direct costs of the Action	2,793,000.00	2,055,648.00	956,000.00	710,976.00	916,000.00	674,176.00	911,000.00	670,496.00
9. Indirect costs (7%)	195,510.00	143,835.35	57,620.00	42,769.32	64,120.00	47,192.32	63,770.00	46,934.72
10. Total Eligible costs of the Action	2,988,510.00	2,199,543.35	1,013,620.00	753,745.32	980,120.00	721,368.32	974,770.00	717,430.72

Notes:

1. Exchange rate used: December 2013 UN exchange rate of .736 euro/\$1 <http://treasury.un.org/operationalrates/OperationalRates.aspx#E>

2. The budget is indicative and includes expected contributions from other sources.

3. Description of the Budget

3.1. Staff and other personnel costs: this includes all related staff costs including base salary, post adjustment and all staff entitlements.

Staff working on the project include regular staff at regional, country and headquarters level. Project staff allocation is as follows - International Chief Technical Adviser (P4 level - US\$220,000 p/a) National Project Manager (NOB level - US\$59,000 p/a) National Project Finance Assistant (GS level - US\$27,000 p/a)

3.2. Supplies, Materials: includes all direct costs (e.g. freight, transport, delivery, distribution) associated with procurement of supplies, commodities and materials.

3.3. Equipment: this includes all the costs related to procurement of equipment directly related to parliamentary proceedings, processes and parliamentary outreach

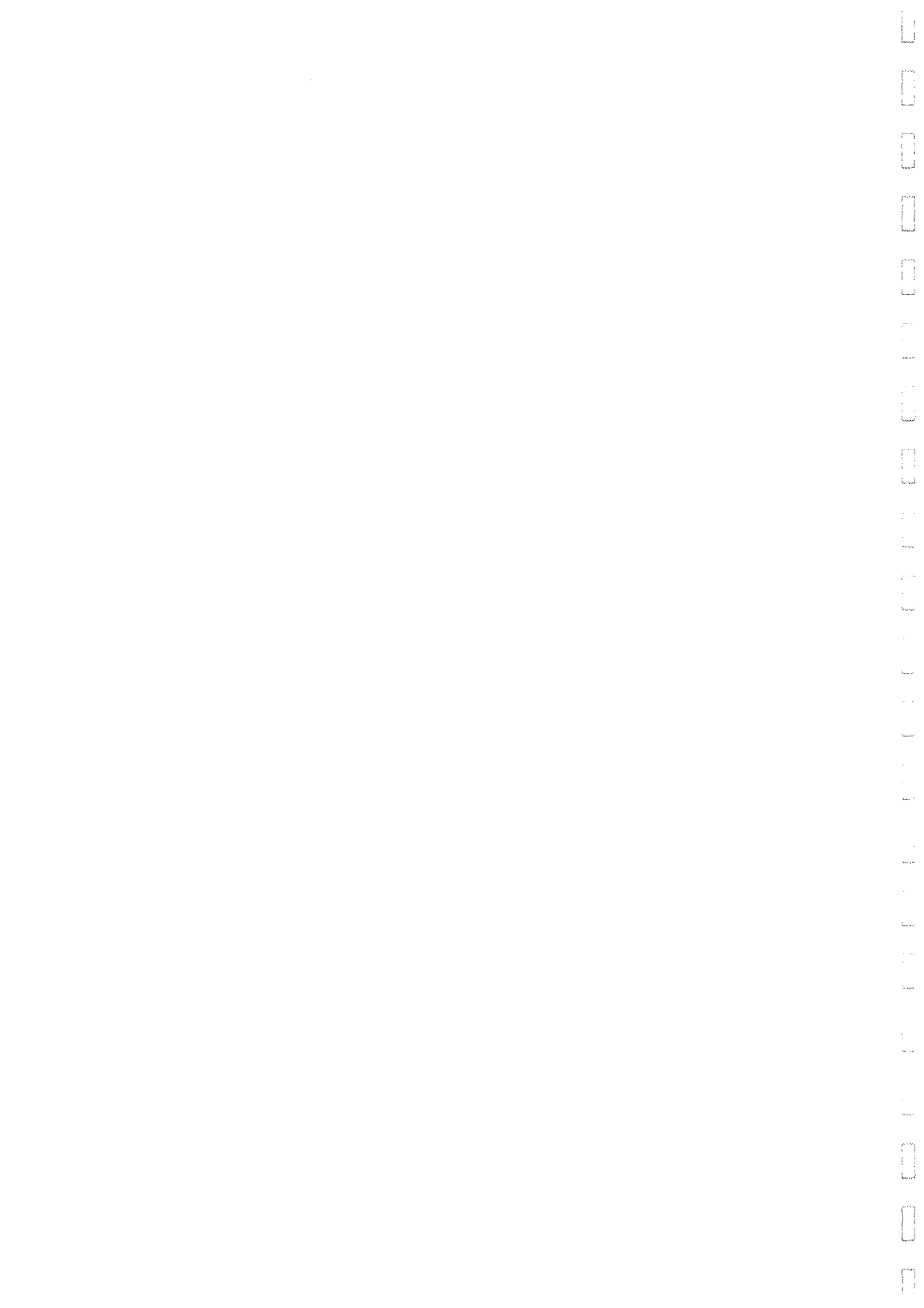
3.4. Contractual Services: These costs relate to cost of international consultants and local consultants to provide technical advisory and other services.

3.5. Travel: This includes all travel for staff and non-staff, learning activities and participation of counterparts related to and paid for by the project. Travel costs relates to travel related to internal and external meetings, workshops, trainings, seminars, travel related to country programme processes, consultants' travels as part of their assignments, relocation travel by staff members. The budget for travel is made up of estimated cost of travel and includes air and local transportation, cost of per diems/DSA and terminal expenses.

3.6. Workshops, Trainings & Activities: Includes training and capacity building activities provided for in the project both in-country and where necessary abroad. Also includes activities and events provided for in the project, e.g. Youth Parliament.

3.7. General Operating and other Direct costs: Includes all general operating costs for administering the project. Examples include telecommunication, rents, finance charges, communication and other costs which cannot be mapped to other expense categories. Also includes monitoring and evaluation and audit of project as per the project document.


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I. RESULTS AND RESOURCES FRAMEWORK 2014-2016

Project title : Fiji Parliament Support Project					
INTENDED OUTPUTS	OUTPUT TARGETS FOR (YEARS)	INDICATIVE ACTIVITIES	RESPONSIBLE PARTIES	INPUTS (US\$)	INPUTS (EUROS)
<p>Outcome 1: The re-established Parliament of Fiji has the capacity to effectively scrutinize draft laws, oversee the executive branch of government and represent citizens</p> <p>Activity 1: Support the establishment and capacity building of the Parliament of Fiji to effectively scrutinise legislation, oversee the executive and represent citizens</p>					
<p>Output 1.1: Parliament as an Institution Strengthened</p> <p>Baseline: Newly established parliament and secretariat staff with no training and experience in parliamentary support functions.</p> <p>Indicators: Parliamentary building functioning with ICT and Hansard.</p> <p>Parliament Secretariat positions filled and secretariat providing effective support to MPs and committees.</p> <p>At least 80% of Parliament Secretariat staff have participated in trainings.</p> <p>Parliament Standing Orders developed and adopted by Parliament.</p>	<p>Targets (year 1) Technical needs assessment completed. Light parliamentary infrastructure provided. Capacity needs assessment of Parliament Staff conducted. Specific training for Secretary General and senior staff of parliamentary procedure conducted. Training for staff on basic skills organised. TA for Standing Order review and recommendations provided.</p> <p>Targets (year 2) Attachments of Secretary-General and senior staff organised. Mentoring of parliamentary staff in various supporting positions conducted. Specific seminar on Hansard conducted. Basic ICT course and database development</p>	<p>Activity Result: Infrastructure and Hardware support provided.</p> <p>Actions: Conduct a comprehensive technical needs assessment. Support the Parliament through the provision of light infrastructure and hardware that are specific to parliamentary proceedings and services.</p> <p>Activity Result: Capacity Development provided to Parliament Secretariat and Secretary General.</p> <p>Actions: Conduct consultations with Secretariat General office on staffing needs, including gender representation and capacity building. Conduct a comprehensive capacity needs assessment of Parliament Staff.</p>		150,000	110,400
				300,000	220,800

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	<p>organised. International TA on parliamentary acts and SOPs provided.</p> <p>Targets (year 3) Mentoring of parliamentary staff continued. Advanced ICT course for parliament staff organised.</p>	<p>Conduct a specific training for the new Secretariat General and senior staff on parliament procedure.</p> <p>Organise a series of training workshops to provide basic knowledge to staff of the parliamentary service (both before the commencement of the Parliament and subsequent to the first meeting).</p> <p>Two-month attachments for the new Secretary-General and senior staff at a parliament of a similar size and based on the Westminster system.</p> <p>Mentoring of parliamentary staff by current and former senior parliamentary staff, from a parliament that is a similar size and based on the Westminster system, recruited for medium-term postings in Fiji.</p> <p>Provide training seminar on Hansard and management of minutes.</p> <p>Provide ICT training course and database management for parliamentary ICT staff.</p> <p>Activity: Support to the formulation of parliamentary procedures, processes and policies.</p> <p>Actions: Provision of international technical assistance to review the current</p>		30,000	22,080
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		<p>Standing Orders and develop draft orders that can be submitted to Parliament for consideration at its first sitting.</p> <p>TA for the review of parliamentary acts and SOPs relevant to the work of MPs, committees and caucuses.</p> <p>Activity: Effective technical advisory services, project management and implementation</p> <p>Actions: Provision of International Chief Technical Adviser, National Project Manager, project / Finance Assistant, Office space (25%)</p>		237,000	174,432
<p>Total Output 1.1</p> <p>Output 1.2: Members of Parliament knowledgeable about participatory law-making, oversight processes and representation.</p> <p>Baseline: Newly established parliament consisting of members with little or no previous experience.</p> <p>Indicators: Inductions for new members conducted.</p> <p>Select Committees and Public Accounts Committee established and meeting regularly.</p>	<p>Targets (year 1) Inductions for new members conducted and at least 80% of MPs have participated in trainings.</p> <p>Targets (year 2) Capacity development plan for continuous training of MPs developed. Trainings of MPs conducted. Assessment of research skills of staff conducted and further training provided. Training on gender analysis conducted. TA on international best practices in legislation-making and oversight provided. Workshop on the budget process held.</p>	<p>Activity: Capacity Development for newly-elected Members of Parliament developed and implemented.</p> <p>Actions: Inductions and capacity building of newly-elected MPs. Develop capacity development plan in consultation with Speakers and Parliamentary Group leaders. TA provided for specific trainings of MPs (topics to be identified through capacity development plan).</p> <p>Activity: Research and Analysis of the Parliamentary Service strengthened.</p>		717,000	527,712
				280,000	206,080

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<p>Number of research papers and legislative analysis produced.</p> <p>Consultation processes established and committees holding public hearings on draft bills.</p> <p>MPs and staff trained on legislative processes and bills scrutiny process established and implemented.</p>	<p>Targets (year 3)</p> <p>Continuous capacity development workshops for MPs and committee staff. Recommendations for and support interactions between committees and the Attorney-General's Office developed.</p> <p>International workshop for MPs on audit office and reporting organised.</p>	<p>Actions:</p> <p>Provide TA for research and analysis of bills to enhance compliance with international standards and best practice as well as providing a gender analysis.</p> <p>Organise training for researchers to develop research and analytical skills.</p> <p>Conduct seminar on gender analysis for male and female MPs.</p> <p>Activity: Capacity Building for MPs and Committees to address relevant human development issues</p> <p>Actions:</p> <p>Committee support through training for MPs, training and mentoring for committee staff, briefings on specific subjects covered by the committees.</p> <p>Activity: Technical support and capacity development provided in law-making and oversight for Select Committees and the Public Accounts Committee.</p> <p>Actions:</p> <p>TA to allow for the development and institutionalisation of an open, transparent and participatory legislative process and Budget Scrutiny and Oversight</p>		<p>60,000</p> <p>60,000</p>	<p>44,160</p> <p>44,160</p>
				<p>260,000</p>	<p>191,360</p>

		<p>Committee support through training for MPs, training and mentoring for committee staff, briefings on specific subjects covered by the committees.</p> <p>Workshops, seminars and study visits on international practices in law-making processes are provided.</p> <p>Develop recommendations for and support interaction between the committees and the Attorney-General's Office.</p> <p>Workshops for Committee MPs and staff on financial management, understanding audit reports, oversight and analysis developed and implemented.</p> <p>Training of select committee and PAC secretariat staff on agenda setting, report writing, meeting management, etc.</p> <p>Activity: Effective technical advisory services, project management and implementation</p> <p>Actions: Provision of International Chief Technical Adviser, National Project Manager, project / Finance Assistant, Office space (25%)</p>	237,000	174,432
Total Output 1.2			897,000	660,192
Outcome 2: The Parliament of Fiji is recognised as an inclusive place for dialogue and a venue that reflects the interests of all citizens				
Activity 2: Support the Parliament of Fiji to foster inclusive dialogue processes and the active engagement of citizens				
Output 2.1: Members of Parliament are knowledgeable about coalition-building and	Targets (year 2) Workshop on the formation of parliamentary caucuses	Activity: Promoting coalition-building and dialogue.		

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<p>negotiation skills and actively engage in dispute resolution.</p> <p>Baseline: Newly established parliament without party caucuses and no experience in coalition-building.</p> <p>Indicators: Parliamentary party caucuses established.</p> <p>Cross-party dialogue and coalitions negotiations taking place.</p>	<p>organised.</p> <p>Targets (year 2) TA delivered for the development of effective caucuses. Workshop for caucus staff conducted. Attachments of caucus staff supported.</p> <p>Targets (year 2) Seminar for caucus leadership organised.</p>	<p>Actions:</p> <p>Workshop on the formation and management of caucuses in line with Standing Orders and best practice.</p> <p>Provision of TA for the development of party caucuses that are consultative, deliberative and open to dialogue and promote cross-party dialogue.</p> <p>Workshop for caucus staff on effective caucus support work.</p> <p>Support for caucus staff to participate in trainings and attachment programmes at other parliaments.</p> <p>Conduct seminar for caucus leadership on negotiation and dispute resolution</p> <p>Activity: Effective technical advisory services, project management and implementation</p> <p>Actions: Provision of International Chief Technical Adviser, National Project Manager, project / Finance Assistant, Office space (25%)</p>		250,000	184,000
<p>Total Output 2.1</p>				487,000	358,432
<p>Output 2.2: Parliamentary engagement with citizens strengthened.</p> <p>Baseline:</p>	<p>Targets (Year 1) Assessment of communication needs conducted.</p> <p>Targets (Year 2) Seminars on constituent</p>	<p>Activity: Support for General Public Outreach.</p> <p>Actions: Conduct an assessment of</p>		350,000	257,600

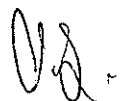
<p>Newly established parliament without an outreach and communications strategy.</p> <p>Indicators: Parliamentary Outreach and Communications Strategy developed and being implemented,</p> <p>Outreach initiatives for specific sectors, including a youth parliament developed and implemented.</p>	<p>relations organised. Outreach and communication strategy developed. Youth parliament conducted. TA for the development of the Parliament website provided. Outreach material produced and available for distribution.</p> <p>Targets (year 3) TA for the implementation of the communication plan provided. Annual Youth Parliament conducted.</p>	<p>communication needs and communication infrastructure.</p> <p>Organise seminars for committees and caucuses on how to conduct successful constituent relations.</p> <p>TA for working with Parliament Secretariat to develop an Outreach and Communication strategy for Parliament.</p> <p>Support for the production of outreach material to be used by MPs, committees and during visits to Parliament.</p> <p>Provide organisation support for a regular Youth Parliament.</p> <p>Provide TA for Parliament Secretariat to develop the Parliament website to ensure that Parliament activities are widely publicised.</p> <p>Activity: Effective technical advisory services, project management and implementation</p> <p>Actions: Provision of International Chief Technical Adviser, National Project Manager, project / Finance Assistant, Office space (25%)</p>		<p>237,000</p> <p>174,432</p>
<p>Total Output 2.2</p>				<p>587,000</p> <p>432,032</p>
<p>Monitoring, Evaluation & audit</p>				
<p>M&E (mid-term and final evaluation)</p>				
<p>Audit</p>			<p>60,000</p> <p>20,000</p>	<p>44,160</p> <p>14,720</p>

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Communications	25,000	18,400
GSM (7%)	195,510	143,895.36
Total	2,988,510	2,199,543.36

NOTE: US Dollar / Euro Exchange rate used: December 2013 UN exchange rate of .736 euro/\$1 <http://treasury.un.org/operationallrates/OperationalRates.aspx#E>






Empowered lives.
Resilient nations.

Fiji Parliament Support Project 2014 Annual Workplan

I. ANNUAL WORK PLAN

Year: 2014

EXPECTED OUTPUTS <i>And baseline, indicators including annual targets</i>	PLANNED ACTIVITIES <i>List activity results and associated actions</i>	TIMEFRAME				RESPONSIBLE PARTY	PLANNED BUDGET		
		Q1	Q2	Q3	Q4		Funding Source	Budget Description	USD Amount Euro Amount
Outcome 1: The re-established Parliament of Fiji has the capacity to effectively scrutinize draft laws, oversee the executive branch of government and represent citizens									

<p>Output 1.1: Parliament as an Institution Strengthened</p>	<p>Activity Result: Infrastructure and Hardware support provided.</p>						<p>International consultant for needs assessment Travel and DSA Meetings Equipment</p>	<p>150,000 [Euros 110,400]</p> 
<p>Baseline: Newly established parliament without party caucuses and no experience in coalition-building.</p>	<p>Actions: Conduct a comprehensive technical needs assessment. Support the Parliament through the provision of light infrastructure and hardware that are specific to parliamentary proceedings and services.</p>							
<p>Indicators:</p> <ul style="list-style-type: none"> - Parliamentary building functioning with ICT and Hansard. - Parliament Secretariat positions filled and secretariat providing effective support to MPs and committees. 	<p>Conduct Outline Assessment Report and Inception report at end of Phase I</p>							
<ul style="list-style-type: none"> - At least 80% of Parliament Secretariat staff have participated in trainings. - Parliament Standing Orders developed and adopted by Parliament. 		X	X	X	UNDP Secretariat General	EU, UNDP		
<p>Targets:</p> <ul style="list-style-type: none"> - Inception report produced. - Technical needs assessment completed. - Light parliamentary infrastructure provided. - Capacity needs assessment of Parliament Staff conducted. - Specific training for Secretary General and senior staff of parliamentary procedure conducted. - Training for staff on basic skills organised. - TA for Standing Order 								

<p>review and recommendations provided.</p>	<p>Activity Result: Capacity Development provided to Parliament Secretariat and Secretary General.</p> <p>Actions: Conduct consultations with Secretariat General office on staffing needs, including gender representation and capacity building. Conduct a comprehensive capacity needs assessment of Parliament Staff. Conduct a specific training for the new Secretariat General and senior staff on parliament procedure. Organise a series of training workshops to provide basic knowledge to staff of the parliamentary service (both before the commencement of the Parliament and subsequent to the first meeting).</p>				<p>X</p>	<p>X</p>	<p>X</p>	<p>UNDP Secretariat General</p>	<p>EU, UNDP</p>	<p>Meetings and consultations International consultant Travel and DSA Training Workshops</p> <p>150,000 [Euros 110,400]</p>
<p>Activity Result: Support to the formulation of parliamentary procedures, processes and policies.</p> <p>Actions: Provision of international technical assistance to review the current Standing Orders and provide input into new draft orders that can be submitted to Parliament for consideration at its first sitting.</p>			<p>X</p>			<p>UNDP Attorney General's Office</p>	<p>EU, UNDP</p>	<p>International consultant Travel and DSA Resource material Consultations</p> <p>30,000 [Euros 22,080]</p>		

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	Activity: Effective technical advisory services, project management and implementation	X	X	X	X	UNDP	EU, UNDP	Staff Personnel Office Costs	76,500 [Euros 56,304]
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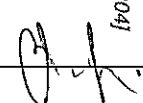
<p>Output 1.2: Members of Parliament knowledgeable about participatory law-making, oversight processes and representation.</p> <p>Baseline: Newly established parliament consisting of members with little or no previous experience.</p> <p>Indicators:</p> <ul style="list-style-type: none"> - Inductions for new members conducted. - Select Committees and Public Accounts Committee established and meeting regularly. - Number of research papers and legislative analysis produced. - Consultation processes established and committees holding public hearings on draft bills. - MPs and staff trained on legislative processes and bills scrutiny process established and implemented. <p>Targets:</p> <ul style="list-style-type: none"> - Inductions for new members conducted and at least 80% of MPs have participated in trainings. 	<p>Activity Result: Capacity Development for newly-elected Members of Parliament developed and implemented.</p> <p>Actions: Inductions and capacity building of newly-elected MPs.</p>	<p>X</p>	<p>UNDP Secretariat General</p>	<p>EU, UNDP</p>	<p>International consultants Travel and DSA National resource persons Induction material/handbooks Induction course</p>	<p>60,000 [Euros 44,160]</p>
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<p>Activity Result: Research and Analysis of the Parliamentary Service strengthened.</p> <p>Actions: Organise training for researchers to develop research and analytical skills.</p>				X	UNDP Secretariat General	EU, UNDP	material/handbooks Workshops	20,000 [Euros 14,720]	
<p>Activity: Technical support and capacity development provided in law-making and oversight for Select Committees and the Public Accounts Committee.</p>				X	UNDP Secretariat General	EU, UNDP	Consultants Travel & DSA Material/handbooks Workshops	60,000 [Euros 44,160]	
<p>Activity: Effective technical advisory services, project management and implementation</p> <p>Actions: provision of technical advice and effective project management</p>	X	X	X	X	UNDP	EU, UNDP	Staff Personnel Office Costs	76,500 [Euros 56,304]	
<p>Outcome 2: The Parliament of Fiji is recognised as an inclusive place for dialogue and a venue that reflects the interests of all citizens</p>									

<p>Output 2.1: Members of Parliament are knowledgeable about coalition-building and negotiation skills and actively engage in dispute resolution.</p> <p><i>Baseline:</i> Newly established parliament without party caucuses and no experience in coalition-building.</p> <p><i>Indicators:</i></p> <ul style="list-style-type: none"> - Parliamentary party caucuses established. - Cross-party dialogue and coalitions negotiations taking place. <p><i>Targets:</i></p> <ul style="list-style-type: none"> - Workshop on the formation of parliamentary caucuses organised. 	<p>Activity Result: Promoting coalition-building and dialogue.</p> <p>Actions: Workshop on the formation and management of caucuses in line with Standing Orders and best practice.</p>	<p>X</p>	<p>X</p>	<p>X</p>	<p>X</p>	<p>UNDP Secretariat General</p>	<p>EU, UNDP</p>	<p>International consultant Travel and DSA National resource persons Resource material Workshop</p>	<p>75,000 [Euros 55,200]</p>
<p>Activity: Effective technical advisory services, project management and implementation</p> <p>Actions: provision of technical advice and effective project management</p>	<p>X</p>	<p>X</p>	<p>X</p>	<p>X</p>	<p>UNDP</p>	<p>EU, UNDP</p>	<p>Staff Personnel Office Costs</p>	<p>76,500 [Euros 56,304]</p>	
<p>Output 2.2: Parliamentary engagement with citizens strengthened.</p> <p><i>Baseline:</i> Newly established parliament without an outreach and communications strategy.</p>	<p>Activity: Support for General Public Outreach.</p> <p>Actions: Conduct an assessment of communication needs and communication infrastructure.</p>	<p>X</p>	<p>X</p>	<p>X</p>	<p>UNDP Secretariat General</p>	<p>EU, UNDP</p>	<p>International consultant Travel and DSA Meetings</p>	<p>100,000 [Euros 73,600]</p>	

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Indicators: - Parliamentary Outreach and Communications Strategy developed and being implemented, - Outreach initiatives for specific sectors, including a youth parliament developed and implemented. Targets: - Assessment of communication needs conducted.	Activity: Effective technical advisory services, project management and implementation Actions: provision of technical advice and effective project management	X	X	X	X	UNDP	EU, UNDP	Staff Personnel Office Costs	76,500 <i>[Euros 56,304]</i> 
Office Costs & Communication						UNDP	EU, UNDP	General Operating Costs	15,000 <i>[Euros 11,040]</i>
GMS (7%)									67,620 <i>[Euros 49,768.32]</i>
TOTAL									1,033,620 <i>[Euros 760,744.32]</i>

NOTE: US Dollar / Euro Exchange rate used: December 2013 UN exchange rate of .736 euro/\$1 <http://treasury.un.org/operationalrates/OperationalRates.aspx#E>

ANNEX IV

Financial Identification Form



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/fiers_fr.htm

ACCOUNT NAME	
ACCOUNT NAME(1)	UNITED NATIONS DEVELOPMENT PROGRAMME
ADDRESS	ONE UNITED NATIONS PLAZA
TOWN/CITY	NEW YORK
COUNTRY	UNITED STATES
POSTCODE	NY 10017

CONTACT	Ms. Julie Anne Mejia, Treasurer	
TELEPHONE	+1-212-906-5690	FAX +1-212-906-5645
E-MAIL	julie.anne.mejia@undp.org	


BANK	
BANK NAME	ING Belgium SA/NV
BRANCH ADDRESS	60 COURS ST MICHEL
TOWN/CITY	BRUSSELS
COUNTRY	BELGIUM
POSTCODE	1040
ACCOUNT NUMBER	301-0186139-77
IBAN(2)	BE80301018613977

REMARKS:

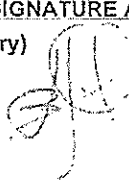

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE
(Both Obligatory)(3)

Antoinette D'YVE
Relationship Manager
Institutionals

ING Belgium SA/NV
avenue Marnixlaan, 24
1000 BRUSSELS
Phone 02/547.21.11



DATE + SIGNATURE ACCOUNT HOLDER:
(Obligatory)

DATE: 1 FEB 2008

(1) The name or title under which the account has been opened and not the name of the authorized agent
 (2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated
 (3) It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

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ANNEX V

Request for Payment



ANNEX V

Request for payment for contribution agreement with an international organisation

Date of the request for payment <.....>

For the attention of
<Address of the Contracting Authority>
<Financial unit indicated in the Agreement>¹

Reference number of the Agreement: ...

Title of the Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of prefinancing/interim payment/balance² under the Agreement mentioned above.

The amount requested is [as indicated in Article 4(2) of the Special Conditions of the Agreement/the following: ...]³

Please find attached the following supporting documents:

- narrative and financial progress report (for prefinancing / interim payments)
- final narrative and financial report (for payment of the balance)⁴

The payment should be made to the following bank account:...⁵

Please when making the payment indicate the following communication: ...

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully,

<signature>

¹ If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Agreement.

² Delete the options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

⁵ Indicate the account number shown on the identification form annexed to the Agreement. In the event of change of bank account, please complete and attach a new identification form as per model.

Handwritten signature
419

