

**GOVERNMENT OF SUDAN AND EUROPEAN COMMUNITY
CONTRIBUTION-SPECIFIC AGREEMENT
WITH AN INTERNATIONAL ORGANISATION**

*Contribution Agreement financed from STABEX funds for the years 1990-99
CA/STABEX/90-99/SU/001*

The National Authorising Officer of the Government of the Sudan (hereinafter referred to as "the Contracting Authority"), with the endorsement of the European Community, represented by the Commission of the European Communities (hereinafter referred to as the "European Commission")

of the one part,

and

The United Nations Development Programme (UNDP) with its Head office at 1 UN Plaza, New-York, NY 10017, United States, ("the Organisation")

of the other part,

have agreed as follows:

Special Conditions

Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority with the endorsement of the European Commission for the implementation of the Action entitled: **Contribution-Specific Agreement for the Sudan Post-Conflict Community Based Recovery and Rehabilitation Programme (RRP)** (hereinafter referred to as "the Action").
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions of the Financial and Administrative Framework Agreement (FAFA) signed on 29 April 2003 between the European Community and the United Nations and consists of these special conditions ("Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility. In the event that the final monetary value of the projects selected, or the security conditions prevailing in Sudan, prevent the organisation from fully implementing the contribution, the Organisation will reimburse the Sudan-Stabex bank account with unutilised funds.

Article 2 - Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the European Commission endorses it following the signatures of the two Parties, taking into account the provisions of Article 7(3).
- 2(2) The implementation of this Agreement will begin on the day following that on which the European Commission endorses it.
- 2(3) The implementation period of this Agreement, as laid down in Annex 1, is five (5) years.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at €49,750,000 as set out in Annex III.





- 3(2) The Contracting Authority undertakes to finance a maximum of €49,750,000, equivalent to 100% of the estimated total eligible cost specified in 3.1.
- 3(3) The Contracting Authority accepts that the Organisation levies a Management and Administrative Fee for this Action of 7% of the managed Project Cost "A" as set out in Annex III.

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 Section 5.5 of Annex I and Article 2 of Annex II.
- 4(2) Payment will be made in Euro (Article 15 of Annex II) to the Organisation in accordance with Article 15.1 Option 2 of Annex II. The following will apply:
- | | |
|---|---------------------|
| 1 st instalment (80% of first year forecast budget): | € 19,003,200 |
| 2 nd instalment (20% of first year + 80% of second year) | € 16,152,720 |
| 3 rd instalment (20% of second year + 80% of third year) | € 10,451,760 |
| 4 th instalment (20% of third year) | € 1,900,320 |
| (subject to the provisions of Annex II) Total Payment | <u>€ 47,508,000</u> |
- 4(3) Contingencies up to an initial maximum of €2,242,000 will be mobilised upon request and justification by the Organisation, to be approved by the Contracting Authority and endorsed by the European Commission. This figure may be modified to account for interest credited to the Action (see 4(4) below).
- 4(4) Interest earned by the Organisation shall be identified as such and reflected in reports to the Contracting Authority and the European Commission. Such interest is to be credited to the Action and added to Contingencies for this Action.
- 4(5) Payments will be made into the following bank account:
- UNDP
ING Belgium S.A. / N.V.
60 Cours Saint Michel, 1040 Brussels
Account number: # 301 0186139 77
IBAN: BE80301018613977
Swift Code: BBRUBEBB010
- 4(6) In compliance with Article 8 of Annex II, representatives of the Contracting Authority and the European Commission shall be invited to participate in supervision, monitoring, donors' co-ordination committees and missions relating to the activities financed under this Agreement. The Organisation shall keep the Contracting Authority informed of the findings of such missions and regularly provide the Contracting Authority with summaries of any supervision reports resulting from such missions.

Article 5 - Contact addresses

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

For the Contracting Authority:

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

The National Authorising Officer
Ref: Sudan Post-Conflict Community Based Recovery & Rehabilitation Programme
Ministry of International Co-operation
El Mec Nimar
P.O. Box 2092 Khartoum – Sudan
For the attention of Financial Unit

For the Organisation:

Manuel Aranda da Silva
Ref: Sudan Post-Conflict Community Based Recovery & Rehabilitation Programme
UNDP Resident Representative
House 7, Block 5 Gama'a Avenue
P.O. Box 913
Khartoum 11111 - Sudan

A copy of the reports referred to in Article 4(1) and correspondence of any other nature, shall be sent to the European Commission Delegation Khartoum, at the following address:

Delegation of the European Commission in Sudan
Ref: Sudan Post-Conflict Community Based Recovery & Rehabilitation Programme
Block 1B Plot 10, Gamhoria Street
P.O. Box 2363
Khartoum, Sudan

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 Community Contribution agreements with international organisations
- Annex III: Budget for the Action
- Annex IV: Financial Identification Form
- Annex V: Standard request for payment

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

Article 7 - Other specific conditions applying to the Action

7 The following shall supplement the General Conditions:

7(1) Visibility

The Organisation will ensure that all components of the Action fully comply with Article 6 of Annex II.

7(2) Force majeure (supplementing Article 11 of Annex II)

7(2.1) Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

7(2.2) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Organisation shall give notice and full particulars in writing to the Contracting Authority, with copy to the Delegation of the European Commission to Sudan, of such occurrence or change if the Organisation is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contribution Agreement. The Organisation shall also notify the Contracting Authority, with copy to the Delegation of the European Commission, of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Action. The notice shall include steps proposed by the Organisation to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this

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Article, the Contracting Authority, with the endorsement of the Head of Delegation of the European Commission, shall take such action as it considers being appropriate or necessary in the circumstances, including the granting to the Organisation of a reasonable extension of time in which to perform its obligations under this Contribution Agreement.

7(2.3) If the Organisation is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contribution Agreement, the Contracting Authority shall have the right to suspend or terminate this Contribution Agreement in whole or in part, upon seven (7) days notice, in writing, to the other party. In the event that the security conditions prevailing in Sudan prevent the Organisation from fully implementing the contribution, then the Organisation will reimburse the Sudan-Stabex bank account with the unutilised funds.

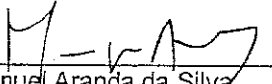
7(3) Suspense Clause

The following suspense clause shall apply to the signature of this Contribution-Specific Agreement:

In the event this Contribution-Specific Agreement is signed by the Organisation and the Contracting Authority before the bank account established by the Contracting Authority to receive STABEX Funds for Sudan is operational, then the European Commission will withhold its endorsement. This Contribution-Specific Agreement and the Action described in Annex I shall then be suspended and only enter into force on the day following the first transfer of STABEX Funds into the account and the subsequent endorsement of the European Commission of this Contribution-Specific Agreement and the Action described in Annex I, in accordance with Article 2(1) of these Special Conditions.

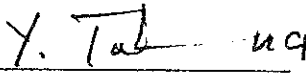
Done in Khartoum in four originals in the English language; two for the Contracting Authority, one for the Organisation and one for the European Commission.

For the Organisation


Manuel Aranda da Silva
UNDP Resident Representative
United Nations Development Programme
House 7, Block 5, Gama'a Avenue
Khartoum, Sudan

Date: 14/03/2005


For the Contracting Authority


Youssif Takana
Minister of International Cooperation
Ministry of International Cooperation
Khartoum
Sudan

Date: 14.3.2005



Endorsed by the European Commission


Kent Degerfelt
Head of Delegation
Delegation of the European Commission to Sudan
Block 1B Plot 10, Gamhoria Street
P.O. Box 2363
Khartoum, Sudan

Date: 11/10/05

