



EUROPEAN UNION
Delegation to the Republic of Sierra Leone

The Head of Delegation

Freetown,
LC/kb D (2014) 00864

David McLachlan-Karr,
UN Resident Coordinator &
UNDP Resident Representative
Wilkinson Road
Freetown

**Contract Title: Contribution Agreement "The Republic of Sierra Leone
Constitutional Review Programme"**

Project No: IFS-RRM/2014/351-120

Subject: Signing of Contract

Dear Mr. McLachlan-Karr,


Please find enclosed three (3) set of signed originals of Grant Contract. Please sign all copies, keep one and return the other two copies to the following address:

**European Union Delegation of Sierra Leone
Leicester Peak
Freetown
Sierra Leone**

I would like to draw your attention to the fact that this contract should be signed on or **within one month from today**. If the contract duly signed and dated by the appropriate person is not received by this office within one month or if there is any modification to the text of the contract or its appendices, the European Union will no longer accept the said contract.

Thank you for your cooperation.

Yours sincerely,



Peter Versteeg

Encl: As stated

EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

IFS-RRM/2014/351-120

(the "Agreement")

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

of the one part,

and

The United Nations Development Programme (UNDP) with its Head office at 1 UN Plaza, 10017 New York, USA, (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: *"The Republic of Sierra Leone Constitutional Review Programme"* (the "Action") as described in Annex I.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions of the Financial and Administrative Framework Agreement (FAFA) and 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 not 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 01 December 2014.
- 2(3) The Implementation Period, as laid down in Annex I, is 16 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 of the payment of the balance 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) Individual contracts implementing the activities under this Agreement shall be signed within 3 years from the date of entry into force of this Agreement.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 3,153,010 as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 1,100,000; 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) Taxes, duties and charges are not 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:

Option 2

First instalment	EUR 787,500.00
Second instalment	EUR 202,500.00
Forecast final payment	EUR 110,000.00

(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:

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

Delegation of the European Union
For the attention of the Head of Contracts and Finance Section
P.O. Box 1399
Leicester Peak, Regent
Freetown

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

Delegation of the European Union
For the attention of the Head of Governance and Institutional Support Section
P.O. Box 1399
Leicester Peak, Regent
Freetown

For the Organisation:

United Nations Development Programme (UNDP)
For the attention of the Deputy Country Director
55 Wilkinson Road
Freetown

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 + UNDP letter with updated elements
- 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 Freetown in three originals in the English language, two for the Contracting Authority and one for the Organisation.

For the Organisation

Name David McLachlan-Karr
Position UN Resident Coordinator &
UNDP Resident Representative

Signature



Date

28/11/14

For the Contracting Authority

Name Peter Versteeg
Position Head of Delegation

Signature



Date

28/11/14