



EUROPEAN UNION
INDIRECT MANAGEMENT DELEGATION AGREEMENT No
ECHO/-HF/BUD/2014/94010
APPLICABLE TO HUMANITARIAN AID ACTIONS FINANCED
BY THE EUROPEAN UNION

The **European Union** (the "Union"), represented by the European Commission (the "Commission"), represented for the purposes of signature of the Agreement by **Cees WITTEBROOD, Head of Unit**, Directorate-General for Humanitarian Aid and Civil Protection ("DG ECHO"),

On the one part,

and

UNITED NATIONS DEVELOPMENT PROGRAMME, UNDP-USA
1, United Nations Plaza, 10017 New York
United States of America

("the International Organisation"), represented for the purposes of signature of the Agreement by **Ms Barbara PESCE-MONTEIRO - Director of UNDP Brussels Office**,
on the other part, (individually a "Party" and collectively "the Parties"),

HAVE AGREED

to this Indirect Management Delegation Agreement **ECHO/DIP/BUD/2014/94010** ("the Agreement"), composed of these Special Conditions, Single Form **2014/000361/RQ/01/02** the General Conditions for Indirect Management Delegation Agreements applicable to humanitarian aid actions financed by the European Union and the Management Declaration template.

The terms set out in the Special Conditions shall take precedence over those in other parts of the Agreement.

SPECIAL CONDITIONS

1. Subject matter of the Agreement

- 1.1. This Agreement defines the activities entrusted to the International Organisation for the implementation of the Action entitled **Establishment of a South-West Indian Ocean Regional Humanitarian Partnership Team (RHPT) – COMOROS, MADAGASCAR, MAURITIUS, SEYCHELLES** (the “Action”) as described in the Single Form **2013/00361/RQ/01/02**, which forms an integral part of the Agreement. The Action shall be implemented pursuant to the General Conditions for Indirect Management Delegation Agreements applicable to humanitarian aid actions financed by the European Union (“the General Conditions”).
- 1.2 With the signature of the Agreement, the International Organisation accepts the above terms and conditions and agrees to implement the Action in accordance with the Agreement, acting on its own responsibility.
- 1.3 In the performance of the activities, the International Organisation shall apply its own accounting, internal control and audit systems which comply with the conditions set in Article 2.10 of the General Conditions and which are accepted by the Commission on the basis of a preliminary evaluation, given the long-standing and problem-free cooperation with the International Organisation, and the previous compliance assessment which was successfully completed under Article 53d of Regulation 1605/2002.
- 1.4 The International Organisation shall apply its own rules for grant award procedure and procurement procedures accepted by the Commission on the basis of a preliminary evaluation, given the long-standing and problem-free cooperation with the International Organisation, and the previous compliance assessment which was successfully completed under Article 53d of Regulation 1605/2002.
- 1.5 The Action is a Multi-Donor Action.
- 1.6 Not applicable.
- 1.7 This Agreement complies with the provisions of the Financial and Administrative Framework Agreement concluded between the European Union and the United Nations.

2. Entry into force of the Agreement and the implementation period of the Action

- 2.1 The Agreement shall enter into force on the date of receipt by the Commission of one of the originals of the Agreement duly signed by both Parties, pursuant to Article 3 of the General Conditions.
- 2.2 The implementation period of the Action shall run for **13 months** from **28/11/2014** (“the start date of the Action”).
- 2.3 The eligibility period of the Action shall be from **28/11/2014** until the end of the implementation period of the Action specified in Article 2.2.

3. Financing the Action

- 3.1 The total cost of the Action is estimated at **EUR 1 070 000.00**.
- 3.2 The European Union undertakes to finance up to a maximum of **EUR 360 691.00**.
- 3.3 The flat rate mentioned in Article 19.4. of the General Conditions shall be **7%**.
- 3.4 The final amount of the Union contribution shall be determined in accordance with Article 21 of the General Conditions.

4. Submission of reports and final payment request

- 4.1 **Five months** before the end of the implementation period of the Action, the International Organisation shall submit an Interim Report on the Action's implementation, covering the implementation up to one month before the reporting date.
- 4.2 The International Organisation shall submit the final payment request and the Final Report within **three months** after the end of the implementation period of the Action pursuant to Articles 5 and 20 of the General Conditions.
- 4.3 By derogation from Articles 5.8 and 5.9 of the General Conditions, the International Organisation shall provide the Commission with a copy of its Financial Report and audited Financial Statements i.e. the External Audit Report issued by the United Nations Board of Auditors, for the year(s) in which the Action is implemented.

5. Payment arrangements

In accordance with Article 20 of the General Conditions, the Commission shall make a pre-financing payment equivalent to **80%** of the amount specified in Article 3.2 herein.

6. Specific conditions applying to the Action

- 6.1 The following specific conditions shall supplement, and have precedence over all other provisions of the General Conditions:
 - 6.1.1 Where the communication of specific information to the Commission under Article 8.1 of the General Condition would raise difficulties in light of the internal rules of the International Organisation, both Parties commit to consult each other with a view to finding a mutually acceptable solution.
- 6.2 The following specific conditions shall derogate from, and have precedence over all other provisions of the General Conditions:
 - 6.2.1 In the event of a final surplus balance of total financing over expenditures at the financial closure of a project:
 - 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 holding currency used by the Organisation in the Organisation's accounts will be converted into Euro using the rate of exchange of the Organisation in force on the day when the Commission's internal recovery order is established, which amount is later reflected in the debit note sent to the

Organisation.

- The resulting Euro equivalent will then be refunded to the Contracting Authority.

This provision will not apply to the exchange rates used for reporting.

6.3 Not applicable.

6.4 The applicable exchange rate to be used in reports shall be the rate applied by the International Organisation's own rules pursuant to Article 5.10 (b) of the General Conditions.

6.5 Interest generated on pre-financing shall not be due.

Done in two originals in the English language, one for the Commission and one for the International Organisation.

For the International Organisation

Barbara PESCE-MONTEIRO,

Director of UNDP Brussels Office

Signature

Done at Brussels, on 11 Dec 2014

For the Commission

Cees WITTEBROOD,

Head of Unit

Signature

Done at Brussels, on

26 NOV. 2014