

**EUROPEAN UNION  
GRANT AGREEMENT FOR PILLAR ASSESSED ORGANISATIONS  
(PA GRANT AGREEMENT)**

*ICSP/2015/364-435*  
(the "Agreement")

The European Union, represented by the European Commission, (the 'Contracting Authority') of the one part, and

The United Nations Development Programme (UNDP)  
International Organisation  
United Nations Plaza, 1  
10017 New York, USA,  
hereinafter 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 the award of a financial contribution by the Contracting Authority to finance the implementation of the action entitled: "**Strengthening the capability in the League of Arab States Secretariat and its Member States to provide early warning and effective responses to impending regional crises, conflicts and post conflict situations**" (the 'Action') described in Annex I.
- 1.2 The Organisation shall be awarded the contribution on the terms and conditions set out in this Agreement, which consists of these special conditions (the 'Special Conditions') and the annexes, which the Organisation hereby declares it has noted and accepted.
- 1.3 The Organisation accepts the contribution and undertakes to be responsible for carrying out the Action.
- 1.4 In the performance of the activities, the Organisation applies its own internal control and accounting systems as well as the rules and procedures for an independent external audit which have been positively assessed in the ex-ante pillars assessment, as well as any other Regulations and Rules, to the extent that these are not in conflict with the provisions of this Agreement.
- 1.5 This Action is an EU External Action. This action is financed under the EU Budget.
- 1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement between the European Community and the United Nations (FAFA).

**Article 2 — Implementation and execution period of the Action**

- 2.1 This Agreement shall enter into force on the date when the second of the two Parties signs.
- 2.2 Implementation of the Action shall begin on:
  - the day after the last Party signs.
- 2.3 The Implementation Period of the Action is 36 months.
- 2.4 The Execution Period of this Agreement shall end on the end date as stipulated under Article 13.5 of Annex II.

**Article 3 — Financing the Action**

- 3.1 The total eligible costs of the Action are estimated at **EUR 4,500,000** as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of **EUR 2,500,000**. This contribution is further limited to 55.55% of the total eligible cost of the Action.

The final amount of the Contracting Authority's contribution shall be determined in accordance with Articles 24, 25, 27 and 28 of Annex II.



- 3.3 Pursuant to Article 25 of Annex II, eligible indirect costs shall be declared on the basis of a flat-rate of 7% of the final amount of direct eligible costs of the Action established in accordance with Articles 24, 25, 27 and 28 of Annex II.
- 3.4 For EU External Actions, a reserve for contingencies and/or possible fluctuations in exchange rates not exceeding 2% of the direct eligible costs may be included in Annex III, to allow for adjustments necessary in the light of unforeseeable changes of circumstances on the ground. It can be used only with the prior written authorisation of the Contracting Authority, upon duly justified request by the Organisation.

#### **Article 4 — Reporting and payment arrangements**

- 4.1 Payments shall be made in accordance with Article 26 of Annex II
- The agreed pre-financing rate is 90%.
- Initial pre-financing instalment: 875,767.56 EUR
- Further pre-financing instalment(s): 1,374,232.44 EUR following the end of the 1<sup>st</sup> (September 2016), 2<sup>nd</sup> (September 2017) and 3<sup>rd</sup> (September 2018) reporting periods.
- (subject to the provisions of Annex II)
- Forecast balance of the final amount of the contribution:
- (subject to the provisions of Annex II): 250,000 EUR

#### **Article 5 — Communication language and contacts**

- 5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English. If requested by the Contracting Authority they shall be accompanied by a translation or a summary in English or French where the language of the Agreement is not English or French.
- 5.2 Any communication relating to the Agreement shall be in writing, shall state the number and/or title of the Action, and shall use the following addresses below.
- 5.3 Any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

##### For the Contracting Authority

European Union Delegation to the Arab Republic of Egypt  
For the attention of Finance, Contracts and Audit Section  
Nile City Towers, North Tower,  
2005c Corniche El Nil,  
Ramlet Boulaq, Cairo – Egypt

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

European Union Delegation to the Arab Republic of Egypt  
For the attention of the Head of Cooperation  
Nile City Towers, North Tower,  
2005c Corniche El Nil,  
Ramlet Boulaq, Cairo – Egypt

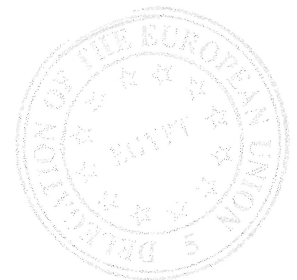
##### For the Organisation

United Nations Development Programme  
UNDP Regional Hub for Arab States  
11 Abu Bakr Siraj-Eddin Street  
Abdoun, Amman – Jordan

- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be Mr. George Kyriacou ([George.kyriacou@undp.org](mailto:George.kyriacou@undp.org)).

#### **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 (including the Logical Framework of the Project)
- Annex II: General Conditions for PA Grant or Delegation Agreements (Part II on Delegation Agreements does not apply)
- Annex III: Budget for the Action
- Annex IV: Financial identification form
- Annex V: Standard request for payment
- Annex VI: Communication and Visibility Plan
- Annex VII: Commission Implementing Decision of 27.05.2015 on the Annual Action Programme 2015 for the Instrument contributing to Stability and Peace

6.2 In the event of a conflict between the provisions of the present Special Conditions and any annex thereto, the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Done in English in two originals, one original being for the European Commission, and one original being for the Organisation.

**For the Organisation**

Name: Khaled Abdelshafi

Position: OiC, RBAS Regional Hub

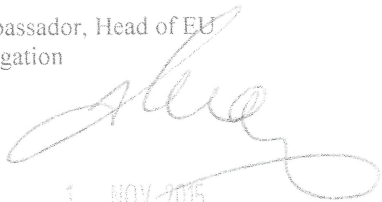
Signature: 

Date: 26.11.2015

**For the Contracting Authority**

Name: James Moran

Position: Ambassador, Head of EU Delegation

Signature: 

Date: 1 NOV 2015

