



**EUROPEAN COMMISSION**

EuropeAid Co-operation Office

Europe, Southern Mediterranean, Middle-East and Neighbourhood Policy  
**Director**

Brussels, **15 APR 2008**  
AIDCO A2/JS D(2008) 5973

*Patrick,*

**NOTE TO THE ATTENTION OF MR PATRICK RENAULD  
HEAD OF DELEGATION IN JORDAN**

**Subject: Northern Border Clearance Project (NBCP) - ENPI/2007/019-367**

Please find enclosed the European Community Contribution Agreement (Contract number: 2008/154-932) with an international organisation including annexes, for the NBCP project.

With the overall target of making Jordan free of landmines by 2009, the NBCP has considerable potential for visibility and positive communication. In particular, I would like to draw your attention to activities following the joint visibility event in connection to the signature of the NBCP contract (as outlined on pg 5 of Annex I).

I would appreciate if you could forward the copies to the United Nations Development Programme (UNDP) representative for counter signature and then send me one of the signed originals.

Marcus CORNARO

# EUROPEAN COMMUNITY CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

**ENPI/2008/154-932**

The European Community, represented by the Commission of the European Communities, ("the Contracting Authority")

of the one part,

and

The United Nations Development Programme – Jordan ("UNDP – Jordan") with its Head office at Obadah Ibn Al-Samet St, Shmeisani, 11194 Amman, Jordan ("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 for the implementation of the action entitled: *The Northern Border Clearance Project* ("the Action") as described in Annex 1.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions in the Financial and Administrative Framework Agreement between the contracting authority and the United Nations of 29 April 2003 and which 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.
- 1(4) The Action is a Joint Management Action for all purposes of this Agreement.

### **Article 2 – Entry into force and Implementation Period**

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation of this Agreement will begin the day following that on which the last of the two parties signs.
- 2(3) The implementation period of this Agreement, as laid down in Annex I, is 24 months.

### **Article 3 - Financing the Action**

- 3(1) The total cost of the Action is estimated at EUR 8 560 000.

- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 4 500 000; 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 established in accordance with Articles 14 and 17 of Annex II, may be claimed by the Organisation as indirect costs.

#### **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 pre-financing	EUR 1 629 829
Forecast further instalments of pre-financing (subject to the provisions of Annex II)	EUR 2 420 171
Forecast final payment (subject to the provisions of Annex II)	EUR 450 000

- 4(3) The exchange rate referred to in article 2.7 of Annex II is the UN operational rate of exchange.

#### **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:

European Commission  
Delegation of the European Commission to Jordan  
For the attention of Francis Olbrechts, Head of Finance and Contract Section  
Al-Ameerah Basma Street - North Abdoun  
P.O. Box 852099 - 11185 Amman  
Jordan

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

European Commission  
Delegation of the European Commission to Jordan  
For the attention of Patrick Renaud, Head of Delegation  
Al-Ameerah Basma Street - North Abdoun  
P.O. Box 852099 - 11185 Amman  
Jordan

For the Organisation:

Mr Luc Stevens  
UNDP Resident Representative  
UNDP Jordan  
Obadah Ibn Al-Samet St, Shmeisani  
P.O. Box 941631 - 11194 Amman  
Jordan

**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

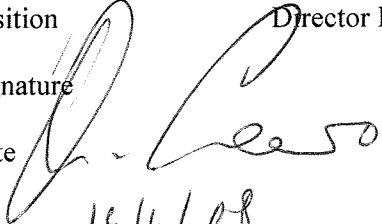
6(2) In the event of a conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take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

Done in Amman in three originals in the English language, two for the Contracting Authority and one for the Organisation.

**For the Organisation**

Name Luc Stevens  
Position UNDP Resident Representative  
Signature  
Date

**For the Contracting Authority**

Name Marcus Cornaro  
Position Director EuropeAid A  
Signature   
Date 14/4/08

## ANNEX I

### Description of the Action

#### 1. CONTEXT

The **Northern Border Clearance Project** ("NBCP") responds to the pressing development needs of northern Jordan, in the area bordering Syria, and links up with the Government's recently announced economic expansion efforts to capitalise on Jordan's strategic geographical position linking the Red Sea port of Aqaba with Syria.

Moreover, the project will address the single largest outstanding demining-task remaining in Jordan and represents the *final* phase of the National Committee for Demining and Rehabilitation's (NCDR) long-term strategy to demine Jordan. The completion of the project will help Jordan meet its Mine Ban Treaty obligation of being mine free by the year 2009.

The mine and unexploded ordnance problem in Jordan derives from the 1948 partition of Palestine, the 1967–1969 Arab-Israeli conflict, and the confrontation with Syria in 1975. In 1993, there were approximately 60 million m<sup>2</sup> of suspected hazardous areas (SHA), containing 304,000 mines. The minefields were located in three major areas: i) Syrian Border, ii) Jordan Valley and iii) Wadi Araba in the south. Steady progress and Government commitment has seen the amount of SHA steadily reduce, leaving the Jordanian planted minefields running along the Kingdom's northern border with Syria as the single most pressing task.

The National Center for Demining and Rehabilitation ("NCDR") and the Royal Engineer Corps estimate that they will clear the remaining Jordan Valley minefields by mid-2008, while the Norwegian Peoples Aid (NPA) will complete its work in the Wadi Araba/Aqaba by the beginning of 2008.

The mine-belt in the border between Jordan and Syria was planted in the early 1970s and is nowadays seen as an important security barrier and anti-smuggling obstacle. Notwithstanding Jordan's obligations under the Mine Ban Treaty, the border does not pose a great challenge to persons determined to penetrate the border area. Therefore, the Government is planning to install a surrogate non-lethal system once the mines demarcating the border are removed.

Over the past year, an NCDR-lead technical team, comprising of personnel from the Royal Engineers Corps ("REC"), Norwegian People's Aid ("NPA") and United Nations Development Programme have undertaken numerous assessment missions to the Jordan - Syria border area to establish the size, scope and division of responsibility in the execution of the project.

Based on military sketch maps, field observations and knowledge of the Jordanian Army's minefield patterning techniques, a set of internationally recognised mine clearance procedures have been jointly developed to address the 108 km mine-belt within the parameters of the Jordan National Technical Standards and Guidelines.

## 2. OBJECTIVE

The overall objective of this action is to clear the 108 km mine-belt along the Jordan-Syrian border between Emrawa in the West and Tal Washash in the East, in accordance with the Jordanian National Technical Standards and Guidelines for Mine Action.

## 3. ACTIVITIES

The activities foreseen include:

### a) Establishment and Administration of a Field Operations Office (Mafraq)

The NBCP will be executed by the NPA, who presently have more than 110 staff working in the southern Wadi Araba region. Given the magnitude and duration of the NBCP there will be a requirement to establish a shared field office in the northern border town of Mafraq (approximately 95 km from Amman). The office/compound will play a key operational role by providing daily logistical support to the NPA demining teams, NCDR quality management (QM) team, and Coordinating Committee (CC) team who will be assigned to the project.

### b) Recruitment, Equipping and Training of Deminers

To complete the NBCP in 24 months, it is calculated that eleven 9-person demining teams will be required. NPA will draw upon some of its existing staff in Wadi Araba, however the majority of deminers will come from the local mine affected communities spread along the border zone. The recruitment of key office support staff will also be sourced locally. Specific to the EC contribution, the set up, salary, and running costs for the 14-person NCDR Quality Management team and project coordination office and nine manual demining teams for, an international technical advisor, four dog handlers, and 32 support personnel. The EC contribution will form part of the NBCP's core operational assets.

### c) General and Technical Survey of Suspected Hazardous Areas

In addition to the Landmine Retrofit Survey (LRS) data and information collected by the joint field assessments teams in 2006-2007, there still remains a need to a conduct Technical Survey (TS) by breaching the minefields to collect further detailed technical information on the exact pattern and condition of the mines. The technical survey team will then more accurately be able to determine the level and type of assets to be deployed in each of the 93 minefields. An assessment of potential mine migration outside the area where mines were originally laid may be made at this point.

Using a combination of manual demining, mine detection dogs and mechanical tools, exploratory lanes will be breached into the known areas of contamination. The probing lanes will then confirm or rebut the presence of landmines and their pattern established and recorded. Once the perimeter of the mine field is determined, a safety margin will be added and where there are cases of mine migration this will be increased further following the evidence of water flow.

### d) Integrated Mine Clearance of Border Zone to include Mapping and Land Release

Based on the information and outputs generated through the LRS and TS process, a detailed work plan and schedule designed to guide the utilisation of the tool box assets (rakes, metal detectors, machines, dogs) will be put into action to remove 92,000 anti-personal mines and 44,000 anti-vehicle mines. The adopted work plan is designed to maximise the use of resources and reduce danger to the deminers. Finally under Information Management System for mine action ("IMAS"), cleared areas will be mapped and released through the NCDR specific objective 5, in compliance with NPA's standard operating procedures and the National Technical Standards & Guidelines and finally input the information into IMSMA.

e) NCDR Quality Management

A critical ongoing component of the NBCP will be the overall independent Quality Management (QM) of the project. As stipulated in the NTS & G, QM, which comprises of quality control and assurance (QA/QC), are requisite of all demining activities in the country. In Jordan this function is performed by the NCDR's 14 member QM Team.

Post clearance sampling (6 months) and certification will be undertaken by the QM team after the main clearance activities of NPA have been completed. Through previous support received from the EC for the North Shuna Project, the NCDR has current QM capacity deployed in the North Shuna (REC) and Wadi Araba (NPA) regions and this will be re-deployed to the NBCP.

#### 4. EXPECTED RESULTS

Expected results as a consequence of the mine fields' clearance include:

- a) Seven million m<sup>2</sup> of highly fertile land that is presently in the buffer zone between the minefields and the local farms will be returned for agricultural use (wheat, palm oil, fruits and vegetables) and livestock herding. An additional minimum of 50 sq km, currently in the military security buffer zone will be freed for normal agricultural purposes.
- b) Establishment of a free trade zone around the city of Mafraq, as announced by the King, unimpeded by the risk of landmines.
- c) The Wihda Dam project completed on time and without risk to the construction workers.
- d) Risk for a population of approximately 50,000 civilians removed.
- e) Short-term employment opportunities and income-generating activities for the small border towns as a spin-off effect.
- f) The border between Jordan and Syria demilitarised, contributing symbolically and practically to the peace-building climate in the region.
- g) Once completed, the NBCP will help ensure that Jordan meets its Mine Ban Treaty obligation of being mine free by the year 2009. This would be a significant outcome, as Jordan would be the only country in the Middle East with landmines to have fulfilled its Mine Ban treaty completion deadline.

#### 5. TIME FRAME, IMPLEMENTING BODIES, HUMAN RESOURCES AND COORDINATION

The duration of the project will be 24 months: 22 months for primary clearance and 2 additional months for sampling and verification of the cleared minefields.

The time frame and executing bodies are displayed in the table below.

Year 1													
	Semester 1						Semester 2						
Activity	Month 1	2	3	4	5	6	7	8	9	10	11	12	Implementing Body
1. Establishment of Mafraq Office													NCDR-NPA
2. Establishment of Demining Teams													NPA
3. Technical Survey													NPA
4. Mine Clearance													NPA
5. QA & QC													NCDR
Year 2													
	Semester 1						Semester 2						
Activity	Month 1	2	3	4	5	6	7	8	9	10	11	12	Implementing Body
1. Mine Clearance													NPA
2. QA & QC													NCDR
3. Technical Survey													

UNDP will devote one full-time project officer to the project. The cost will be born by the UNDP, through the budget line 'Administrative costs' or otherwise. A senior programme officer from the Governance Unit will supervise the project officer. Additionally, there will be one full-time accountant based at the NCDR throughout the duration of the project. The UNDP Chief Technical Advisor for mine action ('CTA'), who is based at the NCDR, will also provide supplementary management and technical support to the project as part of his capacity development responsibilities at the NCDR. The CTA will also act as a key interlocutor between the Donors-NCDR-NPA in terms of updating and reporting progress.

A project steering committee chaired by UNDP will be established and meet monthly to discuss progress, bottlenecks, solutions, etc. NCDR will convene quarterly meetings to ensure coordination on mine action in general.

#### 6. PERFORMANCE MONITORING, EVALUATION AND AUDITS

Results will be monitored internally within NPA and externally by NCDR and under the overall responsibility of UNDP in compliance with the EC General Conditions.

Each task will follow a generic six phase clearance methodology: survey, site preparation, clearance, verification and mapping/reporting. Concurrent with these five phases is the sixth, quality control/assurance (QC/A) that is done internally by the NPA and externally by the NCDR QM Team. QC/A covers training, equipment, methodologies, implementation of clearance and the verification process. All the above will be carried out in line with NPA standard operating procedures and the NTS & G under the general umbrella of IMAS.

Supplementary reporting requirements are laid out in Article 2 of General Conditions applicable to European Community's contribution agreements with international organisations (Annex II).

#### 7. VISIBILITY AND COMMUNICATION

Article 6 of General Conditions applicable to European Community contribution agreements with international organisations (Annex II) on visibility will be fully implemented. To this end, there will be full adherence to the EU Visibility Guidelines for External Actions and the 2006 Joint Action Plan on Visibility between the United Nations and the European Communities, signed by the European Commissioner for External Relations and the European



Neighbourhood Policy, Benita Ferrero-Waldner, and the UN Deputy Secretary General Mark Malloch Brown, on 22 September 2006. In addition, there will be compliance with Article 11 of the Financial and Administrative Framework Agreement between the European Community and the United Nations and other agreements signed by the European Communities and the United Nations.

In particular:

- a) A joint visibility event shall be organised in connection to the signature of the NBCP contract.
- b) All appropriate measures shall be taken to publicise the fact that the Action has received funding from the European Union. To this end, information given to the press, the beneficiaries of an 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).
- c) Equipment, vehicles and major supplies which have been purchased using funds provided by the European Commission shall carry appropriate acknowledgement, including display of the European logo (twelve yellow stars on a blue background).
- d) The parties shall continuously consult each other and exchange information on visibility and communication matters. Notably, progress reports shall include a section on visibility and communication.
- e) The Delegation of the European Commission to Jordan shall be invited to participate in outreach events related to mine action, such as the annual celebration of Mine Action Day.
- f) At the end of the project, a joint visibility event shall be organised.

## ANNEX II

### General Conditions applicable to European Community contribution agreements with international organisations

#### General and administrative provisions

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estimated total eligible cost, to which the Contracting Authority contributes, where the final funding of the Action is not known at the time of signing the Agreement, 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 implementation of the Action.

- 1.8. Where the European Community 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 eventually paid by the European Community budget <sup>1</sup>, 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 as 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 the Contracting Authority progress reports 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 all expenses actually incurred by the Organisation), 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 description and activities foreseen in this Agreement);
  - Difficulties encountered and measures taken to overcome problems;
  - Changes introduced in implementation;
  - Achievements/results by using the indicators included in this Agreement;

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<sup>1</sup> Where the contribution is financed out of the European Development Fund, mentions of European Community financing must be read as referring to European Development Fund financing.

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 any legal obligation incumbent on it.
- 3.2. The Contracting Authority cannot 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. The Contracting Authority cannot therefore 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 undertakes to 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 under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

### **ARTICLE 5 – CONFIDENTIALITY**

Subject to article 16, the Contracting Authority and the Organisation undertake to preserve the confidentiality of any document, information or other material directly related to the 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**

- 6.1. Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that an Action has received funding from the European Union. Information given to the press, the beneficiaries of an 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).

- 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 partners (excluding commercial contractors) of the Organisation or to the final recipients of the Action by the end of the Action. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in article 16.3.

#### **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. This 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 of the Agreement, including the annexes thereto, shall be set out in writing in an amendment.

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, unless there are special circumstances duly substantiated by the Organisation and accepted by the Contracting Authority. A request to extend the implementation period of this Agreement must be duly justified and submitted no later than one month before the end of it.

- 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 may 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.

#### **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, will 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

- are subject to a conflict of interest.

- 10.5. With due regard to the applicable rules on confidentiality, security and protection of personal data, the Organisation shall provide on an annual basis to the Contracting Authority, a list of the names of contractors and grant beneficiaries financed by the Contracting Authority for its publication (including by electronic means such as Internet), unless such ex post publication is guaranteed by the Organisation itself.
- 10.6. In the event of failure to comply with the above provisions the relevant costs shall not be eligible for funding by the Contracting Authority.

#### **ARTICLE 11 – IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, *FORCE MAJEURE***

- 11.1. Irrespective of the starting date and implementation period of the Action, the implementation period of this Agreement shall be as set out in Article 2 of the Special Conditions
- 11.2. The Organisation may suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. It shall inform the Contracting Authority without delay and provide 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.
- 11.3. The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it impossible or too difficult or dangerous to continue. 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 shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.
- 11.4. 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.
- 11.5. *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 11.2 and 11.3 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

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.

- 14.4. 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.

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

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.

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 Community during the period in question.

- 14.5. A contingency reserve may be included in the Budget of the Action, to cover any adjustment necessary in the light of changed circumstances on the ground. The contingency reserve should not be higher than 5% of eligible costs and can only be used with the prior written (by letter) authorisation of the Contracting Authority, upon a duly justified request from the Organisation.
- 14.6. In the case of co-financing, contributions in kind made by the Organisation or its partners may neither be considered 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 payment of pre-financing of from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

The Contracting Authority will pay the balance within 45 days of approving the final report.



- 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 EUR 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 Beneficiary 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. For Joint Management Actions, the Organisation's rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.

In all other cases, interest earned by the Organisation on funds received from the Contracting Authority shall be identified as such and reflected in reports to the Contracting Authority. In such cases, subject to the conditions provided for in the applicable regulations of the European Community:

- Interests earned on pre-financing payments equal or below EUR 250 000 (or for crisis management, equal or below EUR 750 000 per agreement at the end of each financial year and for projects of a duration of more than 12 months) shall not be due to the Contracting Authority.

- Interest earned on pre-financing payments exceeding the amounts indicated above and below EUR 750 000 shall be assigned to the Action and deducted from the payment of the balance of the amounts due to the Organisation, unless the Contracting Authority requests the Organisation to reimburse the interest generated by pre-financing payments before the payment of the balance.

The Contracting Authority shall recover for each reporting period following the implementation of the Agreement the amount of earned by pre-financing payments exceeding EUR 750 000 per agreement at the end of the financial year.

#### **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 shall be kept for each Action, and shall detail all income and expenditure.

For Joint Management Actions, the accounting regulations and rules of the Organisation shall apply. This is based on the understanding that these regulations and rules conform to internationally accepted standards.

In all other cases the Organisation shall use a dedicated double-entry book-keeping system as part of or as an adjunct to the Organisation's own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Contracting Authority.

- 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

## ARTICLE 18 – RECOVERY

- 18.1. Where recovery is justified, the Organisation undertakes to repay to the Contracting Authority within 45 days of receiving a request from the latter 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 by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.

		All Years			Year 1			Year 2		
		Costs (in EUR)	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)
<b>Annex III. Budget for the Action Expenses</b>										
<b>Human Resources</b>										
1		3,178,211								1,738,009
1.1.1	Salaries (gross amounts, local staff)	2,713,376								1,493,476
1.1.1.1	Technical									
1.1.1.1.1	Sector Coordinator	285,454	month	96	1515	145,454	month	84	1667	140,000
1.1.1.1.2	Team Leader	158,601	month	108	699	75,524	month	108	83,077	769
1.1.1.1.3	Section Commander	274,909	month	216	606	130,909	month	216	667	144,000
1.1.1.1.4	Deminers	1,057,342	month	864	583	503,496	month	864	513	553,846
1.1.1.1.5	Ambulance Driver	93,986	month	96	466	44,755	month	96	513	49,231
1.1.1.1.6	Mine Burners / Assistant	132,168	month	120	524	62,937	month	120	577	69,231
1.1.1.1.7	Medics	98,685	month	96	490	46,993	month	96	538	51,692
1.1.1.1.8	Advanced demining party - Team Leader	18,928	month	10	816	8,159	month	12	897	10,769
1.1.1.1.9	Advanced demining Party - deminer	97,343	month	60	689	41,958	month	72	769	55,385
1.1.1.1.10	Operations Coordinator	52,867	month	12	2098	25,175	month	12	2308	27,692
1.1.1.1.11	Technical Advisor	58,741	month	12	2331	27,972	month	12	2564	30,769
1.1.1.1.12	National Programme Manager	67,552	month	12	2681	32,168	month	12	2949	35,385
1.1.1.1.13	Quality Management Team Leader <sup>1</sup>	38,400	12	1	1600	19,200	12	1	1600	19,200
1.1.1.1.14	Coordinating Officer <sup>2</sup>	38,400	12	1	1600	19,200	12	1	1600	19,200
1.1.1.1.15	Quality Management Team <sup>3</sup>	168,000	-	-	0	0	8	15	1400	168,000
1.1.1.1.16	REC EOD Team <sup>4</sup>	72,000	12	15	200	36,000	12	15	200	36,000
1.1.2	<b>Administrative/ support staff</b>	464,835				220,302		0		244,534
1.1.2.1	Field Logistics Officer	23,496	month	12	932	11,189	month	12	1026	12,308
1.1.2.3	Mechanic / Operator	101,329	month	72	670	48,252	month	72	737	53,077
1.1.2.4	Guard / Assistant	23,790	month	36	315	11,329	month	36	346	12,462
1.1.2.1	Accountant <sup>5</sup>	16,800	12	1	700	8,400	12	1	700	8,400
1.1.2.2	Office Clerk <sup>6</sup>	14,400	12	1	600	7,200	12	1	600	7,200
1.1.2.3	Secretary <sup>7</sup>	14,400	12	1	600	7,200	12	1	600	7,200
1.1.2.4	Office Driver <sup>8</sup>	9,600	12	1	400	4,800	12	1	400	4,800
1.1.2.5	Domestic Worker <sup>9</sup>	9,600	12	1	400	4,800	12	1	400	4,800
1.1.3.1	Accident and Health Insurance	232,820	1	152	735	112,333	1	152	788	120,488
1.1.3.2	Field Insurance - Project staff	18,600	12	8	50	4,800	12	23	50	13,800
1.1.4	<b>Salaries (gross amounts, expat/int. staff)</b>	408,240				204,120				204,120
1.1.4.1	Technical Advisor	268,380	month	12	5828	69,930	month	12	5828	69,930
1.1.4.2	MDD Handler	7,560	month	36	3728	134,190	month	36	3728	134,190
1.3	Per diems for missions/travel	3,150				2,205				2,205
1.3.1	Abroad (staff assigned to the Action)	3,150				1,575				1,575
1.3.2	Local (staff assigned to the Action)	3,594,011				1,648,102				1,945,909
2	<b>Subtotal Human Resources</b>									
2.1	Travel	39,900				19,950				19,950
2.1.1	International travel	18,900	3	3	1050	9,450	3	3	1050	9,450
2.1.2	MDD Handlers	21,000	1	10	1050	10,500	1	10	1050	10,500
	Consultant, TA, Management	39,900				19,950				19,950
3	<b>Equipment and supplies</b>									
3.1	Furniture, computer equipment	7,350				7,350				0
3.1.1	IT Equipment - Jaber Office	4,200	1	4	1050	4,200	0			0
3.1.2	Furniture - Jaber Office/Accommodation	3,150	1	1	3150	3,150	0			0
3.2	<b>Spare parts/equipment for machines, tools</b>	137,500				102,500				35,000
3.2.1	4x4 Vehicle	52,500	-	3	17500	52,500	-	-	-	0
3.2.2	PPE QA/QC Team	15,000	-	10	1500	15,000	-	-	-	0
3.2.3	Demining Tools	60,000	-	-	0	5,000	-	-	-	5,000
3.2.4	Spare parts/equipment for demining machines, tools	60,000	-	-	0	30,000	-	-	-	30,000
3.3.1	<b>Technical Service Agreement - Minewolf TA</b>	108,360	1	1	108360	108,360	0	-	-	0
	<b>Subtotal Equipment and supplies</b>	253,210				218,210				35,000
4	<b>Local office/Action costs</b>									
4.1	Vehicle costs	13,550	month	12	565	6,775	month	12	565	6,775
4.2	Vehicle costs - Coordination activities	33,120	12	3	400	14,400	12	3	520	18,720
4.3	Mechanical Verification	60,000	-	-	0	30,000	-	-	-	30,000
4.4	Mine Burning Supplies	60,000	-	-	0	30,000	-	-	-	30,000
4.2	Communication Services <sup>10</sup>	10,800	12	29	25	8,700	12	14	13	2,100
4.2.1	Jaber NPA/NCDR office	11,970	12	1	473	5,670	12	1	525	6,300
4.4	Jaber NPA Compound & Stores	13,230	12	1	525	6,300	12	1	578	6,930
4.2.2	Rent & Consumables for Amman office <sup>11</sup>	35,000				17,500				17,500

	Year 1				Year 2				
	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	
4.3	Consumables - Jaber office supplies	12	1	243	2,915	12	1	243	2,915
4.4	Other services (tel/fax, electricity/heating, maintenance)	12	2	210	5,040	12	2	210	5,040
	<b>Subtotal Local office Action costs</b>				<b>127,300</b>				<b>126,280</b>
5	<b>Other costs, services</b>								
5.1	Publications	2	1	263	525	2	1	263	525
5.3	Auditing costs	1	1	4075	4,075	1	1	4075	4,075
5.5	Translation, interpreters	1	2	1575	3,150	-	-	0	0
5.7	Seminar/conference participants	-	-	0	2,000	-	-	0	2,000
	Visibility actions <sup>2</sup>	-	-	0	25,000	-	-	0	25,000
	<b>Subtotal Other costs, services</b>				<b>34,750</b>				<b>31,600</b>
6	<b>6. Subtotal direct costs of the Action (1-5)</b>				<b>2,048,311</b>				<b>2,158,739</b>
7	7. Administrative costs (maximum 7% of 6, total direct eligible costs of the Action)								
					292,950				
8	<b>8. Total eligible costs - EC contribution (6+7)</b>				<b>4,500,000</b>				
9	<b>9. Expenses supported by other donors</b>								
	Other								
	Australia				515,000				
	Canada				835,000				
	Germany				250,000				
	Japan				121,000				
	Norway				2,339,000				
	<b>Subtotal</b>				<b>4,060,000</b>			<b>4</b>	<b>1,707,026</b>
10	<b>10. Total costs of the Action (8+9)</b>				<b>8,560,000</b>				

**BUDGET NOTES**

- QM Team Leader (QMTL) will be responsible for deployment and management of the NCDR QMT and ensure all land is returned to its appropriate owner
- Co-ordinating Officer (CO) will be responsible for all liaison/coordination between the various on the ground government (Army, Security, Geo Centre and NGO) partners
- QM Team (QMT) is tasked with the field observation of all aspects of demining to ensure that all activities are done according to National Technical Guidelines
- REC EOD Team is responsible for destruction of all mines/ERW that cannot be destroyed in-situ, this is in accordance with Jordanian law which prohibits the transport of explosives
- An NCDR based account will be assigned to the activity full-time to ensure disbursements, accounting, and reporting are up-to-date
- Office Clerk (OC) will support the accountant and CO in all office/logistical areas and split their time between the Amman and Jaber offices
- Secretary will be based at the Jaber field office and work directly with the CO and OC
- Driver will be based in Jaber and be assigned full-time to the office to support the CO, OC, etc
- Domestic worker will be based in Jaber and support the upkeep of the office
- Internal communications system (Express Mobile) for QM Team
- QM Team and operations head office space
- Additional funds from other partners in the project will be added to this total
- All flights must be economy class.

### Expected sources of funding

			Amount EUR	Percentage of total %	See notes below
Applicant's financial contribution					
			4,500,000	53%	1
Commission contribution sought in this application					
Contribution(s) from other European Institutions or EU Member States					
Name	Conditions	Status			
Germany	Mine Clearance	NPA	250,000	3%	2
Contributions from other organisations:					
Name	Conditions	Status			
Australia	Quality Management	UNDP /NCDR	515,000	6%	3
Canada	Mine Clearance	UNDP /NPA	835,000	10%	4
Japan	Mine Clearance	NPA	121,000	1%	5
Norway	Mine Clearance	NPA	2,339,000	27%	6
TOTAL CONTRIBUTIONS					
Direct revenue from the Action					
OVERALL TOTAL			8,560,000	100%	

USD >>12,756564.43

# ANNEX IV


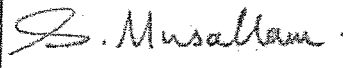
## FINANCIAL IDENTIFICATION

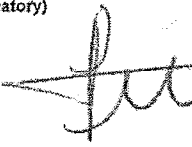
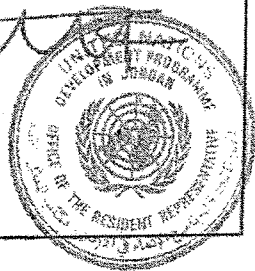
ACCOUNT HOLDER	
NAME	United Nations Development Programme
	UNDP Representative (Dinar Account)
ADDRESS	
TOWN/CITY	Amman
POSTCODE	11194
COUNTRY	Jordan
VAT NUMBER	
CONTACT PERSON	Areej Al-Nahas
TELEPHONE	00962 6 5668171 ext. 254
FAX	00962 6 5676582
E - MAIL	areej.al-nahas@undp.org

BANK	
BANK NAME	Standard Chartered Bank
BRANCH ADDRESS	Shmeisani Branch
	P.O. Box: 9997 Amman 11191
	Tel. 00962 6 5607201
TOWN/CITY	Amman
POSTCODE	
COUNTRY	Jordan
ACCOUNT NUMBER	01-2058170-01
IBAN	

REMARKS :

SWIFT code SCBLJAOX

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE
(Both Obligatory)
 Client Relationships 

DATE + SIGNATURE of ACCOUNT HOLDER :
(Obligatory)
 

## 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><sup>1</sup>

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 the first prefinancing/further instalment of prefinancing/balance<sup>2</sup> under the Agreement mentioned above.

The amount requested is [as indicated in Article 4.2 of the Special Conditions of the Agreement/the following: ...]<sup>3</sup>

Please find attached the following supporting documents:

- signed Agreement (for the payment of the first prefinancing)
- narrative and financial progress report (for further instalments of pre-financing)
- final implementation report (for payment of the balance)<sup>4</sup>

The payment should be made to the following bank account:...<sup>5</sup>

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>

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<sup>1</sup> Please do not forget to address a copy of this letter to the Commission delegation mentioned in Article 5.1 of the Special Conditions of the Agreement.

<sup>2</sup> Delete the two options which do not apply.

<sup>3</sup> Delete the option which does not apply.

<sup>4</sup> Delete the items which do not apply.

<sup>5</sup> 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.