# EUROPEAN UNION CONTRIBUTION AGREEMENT

	ENI/2020/418-548
	(the "Agreement")
	European Union, represented by the European Commission (the "Contracting Authority"), first terparty,
and	
Inter Unite USA	United Nations Development Programme national Organisation ed Nations Plaza 1, 10017 – New York nafter the "Organisation"
, sec	ond counterparty, (individually a "Party" and collectively the "Parties") have agreed as follows:
	SPECIAL CONDITIONS
Arti	cle 1 - Purpose
1.1	The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action "Decentralisation, Accountability, Integrity at Local Level in Jordan (DAILL)" as described in Annex I (the "Action"). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.
1.2	The Action is fully financed by the EU Contribution.
1.3	In the performance of the activities, the Organisation shall:
	a) apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillar assessment.
	b) apply its own procurement procedures, as assessed in the ex-ante pillar assessment and its own rules for the award of Grants, as assessed in the ex-ante pillar assessment.
	The Organisation is free to use any Regulations and Rules which have not been subject to an exante pillar assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement.
1.4	The Action is financed under the European Neighbourhood Instrument (ENI).
1.5	The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.
1.6	This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement between the European Union represented by the European Commission and the United Nations of 31 December 2018 and its subsequent addenda.

Article 2 - Entry into Force and Implementation Period

Entry into Force



2.1 The Agreement shall enter into force on the date when the last Party signs.

## Implementation Period

- 2.2 The implementation period of the Agreement (the "Implementation Period") shall commence on 21st June 2020.
- 2.3 The Implementation Period of the Agreement is 54 months.

## Article 3 - Financing the Action

3.1 The total cost of the Action is estimated at USD ("Currency of the Agreement") 6,045,500.00, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 5,000,000.00, which is estimated at USD 6,045,500.00 (the "EU Contribution").

The final amount will be established in accordance with Articles 18 to 20 of Annex II.

#### Remuneration

3.2 The remuneration of the Organisation by the Contracting Authority for the implementation of the activities to be implemented under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

## Interest on pre-financing

- 3.3 Interest generated on pre-financing shall not be due.
- 3.4 A reserve for contingencies and/or possible fluctuations in exchange rates not exceeding 5% of the direct eligible costs - may be included in Annex III to allow for adjustments necessary in the event of unforeseeable changes of circumstances on the ground. The reserve can be used only with the prior written authorisation of the Contracting Authority, upon a duly justified request from the Organisation.

# Article 4 - Payment Arrangements and Reporting

- 4.1 The pre-financing rate is 100%.
- 4.2 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment: USD 2,258,049.18

Further pre-financing instalment(s): USD 3,787,450.82 following the end of the 1st, 2nd and 3rd reporting periods corresponding to the Contracting Authority's part of the forecast budget for the subsequent 12 months.

The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.

4.3 The Commission intends to progressively introduce an electronic exchange system for the e-management of contracts and agreements (the "System"). The Organisation will be required to register in and use the System to allow for the e-management of Contribution Agreements. The Commission will inform the Organisation in writing at least three months prior to the date of application of the individual components of the System.

As a first step, the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports.

As a second step, all documents related to this Agreement (including reports, payment requests and formal amendments as per Article 11.1 of Annex II) will have to be processed via the System.

## 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**.
- 5.2 Subject to Article 4.3, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority's contract number and the title of the Action, and shall be dispatched to the addresses below.
- 5.3 Subject to Article 4.3, 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

Delegation of the European Commission to the Kingdom of Jordan For the attention of the Head of the Finance, Contracts and Audit 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:

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

### For the Organisation

UNDP Jordan Country Office
For the attention of the Resident Representative
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:

Office of Audit and Investigations For the attention of the Head of Investigation Section United Nation Development Programme One United Nations Plaza, DCI Building 4th Floor New York, NY 10017, USA

5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:

UNDP Jordan Country Office For the attention of the Resident Representative 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 (including the Logical Framework of the Action)

Annex II: General Conditions for Contribution Agreements

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: Management Declaration template

6.2 In the event of a conflict between these 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.

# Article 7 - Additional specific conditions applying to the Action

- 7.1 The following shall supplement Annex II:
- 7.1.1 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:
  - n) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;
  - b) They fall within one of the following categories:
    - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
    - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
    - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
    - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
    - v) costs of consumables and supplies specifically purchased for the operations of the project office;
    - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
    - vii) costs of energy and water specifically supplied for the operations of the project office;
    - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
  - Where costs of the project office are declared as actual costs, the Organisation declares as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.
  - d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

7.1.2 VAT is not eligible for the activities as described in Annex I.

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

Name SARA FERRER DLIVELLA

Position Resident Representative

Signature

Date

23/2/2021

January 2021
Special Conditions Contribution Agreement

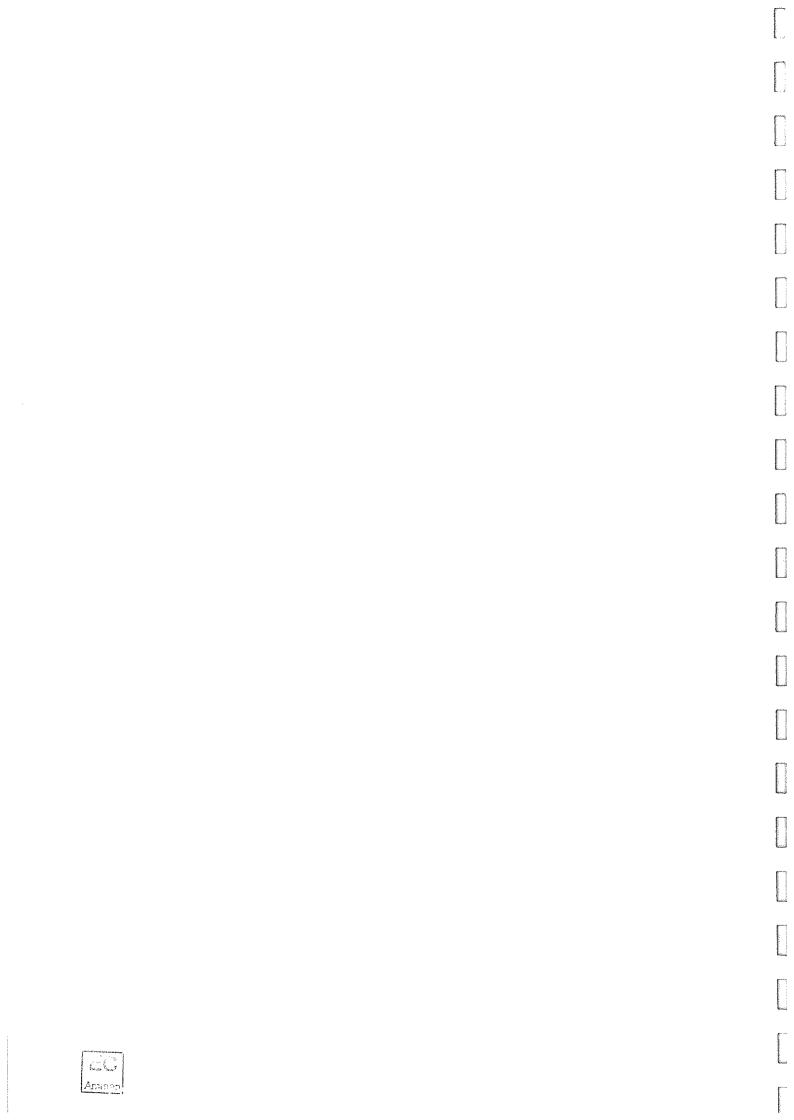
Corinne ANDRÉ
Head of Cooperation
BU Delegation Jordan

EC Ammar

# **ANNEX I**

# **Description of the Action**





Project Title: Decentralisation, Accountability, Integrity at Local Level in Jordan (DAILL)

ENI/2020/418-548



Implementing Partner: United Nations Development Programme

Start Date: 21 June 2020 End Date: 20 December 2024 PAC Meeting date: 25 October 2020

## **Brief Description**

The Decentralisation, Accountability, Integrity at Local Level in Jordan Programme (DAILL) is a 54-month initiative funded by the European Union (EU) and designed to support democratic governance and to improve the performance of Kingdom's public institutions in terms of integrity and accountability. The Agreement has three components and specifically Component 2 aims to support the Government of Jordan's efforts to increase citizens' participation, and to improve integrity and accountability at sub-national levels to foster an inclusive and sustainable development.

In the framework of the current decentralisation process, the programme will seek to enhance local governance through improved accountability and effective and efficient policymaking and implementation. DAILL will establish accountability mechanisms and communication lines at all institutional and administrative levels of the development processes to ensure coherence and impact. The role of the elected councils and the relationship between citizens and public administration throughout the planning/budget cycle will be enhanced. Transparency will be strengthened through participatory planning processes for citizens through gender sensitive participatory planning processes for both, integrated territorial development plans (governorates and municipalities) and sectoral plans (health, education, social services). Policymaking and planning will be linked to financial planning and funding opportunities. With a view of strengthening the administrative and downwards accountability, development plans will be carried out to improve service delivery and development opportunities to respect the social contract.

The focus of the programme seeks to empower the entities involved in local development processes, thereby ensuring that key ministries - Ministry of Interior and Ministry of Local Administration - develop the organizational and human capacities needed to direct and coordinate the decentralisation reforms and the donor support.

#### Contributing Outcome: Indicator:

SDG16

16.6.2 is the "proportion of population satisfied with their last experience of public services".

Indicator 16.7.2 is the "proportion of population who believe decision-making is inclusive and responsive, by sex, age, disability and population group".

# UNSDAF 2018-2022

Outcome 1: Institutions in Jordan at national and local levels are more responsive, inclusive, accountable, transparent and resilient.

#### UNDP/JO CPD 2018-2022

Output 1.1: Civic engagement and participation, constitution-making, electoral and parliamentary processes and institutions, strengthened to promote inclusion, transparency and accountability Output 1.2: National and sub-national government effectiveness levels enhanced, and accountability strengthened

# Indicative Output(s):

UNSDAF Indicator 1.1 Proportion of population satisfied with the last experience of public services

UNSDAF Indicator 1.3 Ranking of Jordan on the corruption perception index and the open budget system

UNDP CPD Indicator 1.2.1: % of representatives at the local level capacitated on enhanced basic services design and delivery for improved accountability and transparency, disaggregated by sex. and type of skill

Total resources required:	EUR 5,000,000					
Total resources						
allocated:	UNDP					
	TRAC:					
	European Union	EUR 5,000,000.00 estimated as USD 6,045,500.00  (InforEuro Rate Feb 2021)				
	Other donors					
	Government:					
	In-Kind:					
Unfunded:						



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List of Acron	yms and Abbreviations
AECID	Spanish Agency for International Development Cooperation
CBO	Community-Based Organisations
CSO	Civil society organisation
DLDSP	Decentralisation and Local Development Support Programme
EC	European Commission
EU	European Union
EUD	Delegation of the European Union
FA	Financial Agreement
GDP	Gross Domestic Product
GoJ	Government of Jordan
GONGOs	Government organised non-governmental organization
IMC	Inter-Ministerial Committee
IMDA	Indirect Management Delegated Agreement
LDD	Local Development Directorate
LDU	Local Development Unit
MoF	Ministry of Finance
MoI	Ministry of Interior
MoLA	Ministry of Local Administration
MoPIC	Ministry of Planning and International Cooperation
NGO	Non-Governmental Organization
OECD	Organisation for Economic Co-operation and Development
PEM	Public Expenditure Management Systems
PFM	Public Finance Management System
PSU	Project Support Unit
LF	Logical Frame
SC	Specific Conditions
STTA	Short Term Technical Assistance
TAP	Technical and Administrative Provision
UNDP	United Nations Development Programme
USD	US Dollar



## Glossary1

Accountability: Obligation to demonstrate that work has been conducted in compliance with agreed rules and standards or to report fairly and accurately on performance and results vis a vis. mandated roles and/or plans. This may require a careful, even legally defensible, demonstration that the work is consistent with the contract terms.2

Capital Expenditures: Expenditures incurred for the acquisition of land and other physical assets, intangible assets, government stocks, non-military, non-financial assets of more than a minimum value, with an expected lifetime of more than one year.

Capital investment: capital investment is understood as investment in the acquisition or building of new assets; or major repair and replacement of existing assets that have an economic life longer than one year and a value above a specified threshold.3

Capital Investment plan: A capital investment plan (CIP) is a multiyear (usually three to six years) programme of capital investment projects, prioritised by year, with anticipated start and completion dates, annual estimated costs, and proposed financing methods.<sup>4</sup>

Decentralisation: The dispersion or distribution of functions, powers and resources; specifically: the delegation of power from a central authority to regional and local authorities.

Economic accountability in governance: Economic accountability in governance refers to the concept that individuals, agencies and public, private and civil society organisations are held responsible for reporting their activities and executing their powers properly, in particular those related to money and other entrusted resources5.

Environmental and Social Impact assessment: A process for predicting and assessing the potential environmental and social impacts of a proposed project, evaluating alternatives and designing appropriate mitigation, management and monitoring measures.

Fiscal decentralization: a transfer of responsibility for expenditures and/or revenues to lower levels of government.

Integrated territorial development plan: a tool which brings together spatially sensitive policies and programme plans to support economic growth, social inclusion and environmental sustainability. They focus on "place" or "territory", cross-sectoral development policies, integration of policy between scales and across borders, and processes of strategic assessment. Examples of such strategies continue to be developed at national, cross-border, regional, city and local levels.

Local strategic planning process: A management activity that is used to identify the main priorities and direction for the future of the local government area and set priorities, resources, and means to pursue and monitor the achievement of this strategy.

<sup>&</sup>lt;sup>5</sup> Transparency International, Global Corruption Report 2007: Corruption in Judicial Systems, s.l.: Cambridge, 2007



<sup>1</sup> This glossary compiles working definitions of concepts and terms used in UNDP methodology. As far as possible, the glossary 

OECD. Glossary of Key Terms in Evaluation and Results Based Management.

http://www.oecd.org/development/evaluation/dcdndep/39249691.pdf

World Bank, Guidebook on Capital Investment Planning for Local Governments. Washington D.C. 2011

World Bank. Municipal Finances. A Handbook for Local Governments. Washington D.C. 2014

**Participatory decision-making**: Participatory decision-making refers to the degree to which a society is equipped with appropriate mechanisms that enable their citizens to participate in the decision-making processes that affect their lives, and ultimately shape their common future<sup>6</sup>.

**Public Expenditure:** General government spending generally consists of central, state and local governments, and social security funds.

**Public expenditure management (PEM)**: An approach to public sector budgeting that is oriented towards achieving socially desired outcomes. In particular, PEM asks the following question: What outcomes do we want to achieve through the budget and what procedures, rules, and processes do we need to put in place in order to achieve these outcomes?<sup>7</sup>

**Public Relations Management (Tanmiah)**: A component of Tanmiah system which facilitates the communication between local government and citizens. PRM enables citizens to provide immediate feedback via SMS or internet on proposed local investments, e.g. new schools or hospitals.

Regional Information System (Tanmiah): A component of Tanmiah system which provides the foundation for representing local-level socio-demographic and services data with an objective to provide means for national and local officials to take needs-based decisions.

Service improvement plan: A detailed statement of performance, issues and opportunities, development objectives, policies and strategies that support the developments in a specific service within a sector e.g. Education, Health, Agriculture, Water and Sanitation etc.

Sustainable Development Goals: Also, the "Global Goals," are a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity. These 17 Goals build on the successes of the Millennium Development Goals, while including new areas such as climate change, economic inequality, innovation, sustainable consumption, peace and justice, among other priorities. The goals are interconnected; often the key to success on one will involve tackling issues more commonly associated with another.

**Transparency**: The quality of being clear, honest and open in the disclosure of information, rules, plans, processes and actions. As a principle, transparency implies that civil servants, managers and trustees have a duty to act visibly, predictably and understandably. Sufficient information must be available so that other agencies and the general public can assess whether the relevant procedures are followed, consonant with the given mandate<sup>8</sup>.

Tanmiah tool: a planning and coordination support system designed to streamline development efforts within Jordan's governorates. Tanmiah facilitates government's management processes through four integrated functions: Regional Information System, Project Management System, and Public Relations Management and Geographic Information System. Implemented jointly by the Ministry of Interior and United Nations Development Porgramme's Decentralisation and Local Development Support Programme and funded by the European Union, Tanmiah integrates the government's planning process with Programme implementation through the automated tracking of goals. The system is expected to make the government's decision-making process—on both the national and local level—tangible and transparent.

S Corruption Watch. Glossary of corruption-related terms: <a href="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="terms:="T">https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruptionwatch.org.za/glossary-of-corruption-related-terms:="https://www.corruption-rela



<sup>&</sup>lt;sup>6</sup> UN. Participatory Dialogue: Towards a Stable, Safe and Just Society for All. 2007

World Bank. "What is Public Expenditure Management (PEM).

http://www1.worldbank.org/publicsector/anticorrupt/CoreCourse2005/GovernanceBrief-Issue.pdf

Transparency and accountability in governance: Transparency and accountability means governments, companies, organisations and individuals are open in the clear disclosure of information, rules, plans, processes and actions. This includes free, fair and frequent elections, representative legislatures that make laws and provides oversight, and an independent judiciary to interpret those laws. As a principle, public officials, civil servants, the managers and directors of companies and organisations, and board trustees have a duty to act visibly, predictably and understandably to promote participation and accountability and allow third parties to easily perceive what actions are being performed.

Transparency international. Anti-Corruption Glossary, transparency.org. [Online] Updated 2016. [Cited: 12 1, 2016.] http://www.transparency.org/glossary/term/transparency



# **Executive Summary**

This Programme aims to link the decentralisation reforms, which pursues at empowering the people through the empowerment of their local authorities, with the National Strategy for Integrity and Anti-Corruption following the National Renaissance Plan (NRP) 2019-2020. Policy priorities formulated by the government include a strong *emphasis on the rule of law and integrity*, and implementation of these priorities demands accountability for results at all levels of government.

The Programme is in line with the principle that development cooperation needs to be citizen-centric and respond to national priorities.

The Programme will build on the results achieved through the first phase and will contribute to improved public integrity and accountability in Jordan, contributing to better public sector performance and responsiveness to citizens' needs. The programme will enhance Local Governance through improved accountability and effective and efficient policymaking and implementation in Irbid, Balqa, Aqaba, Ajloun, Madaba and Tafileh governorates.

The Programme has been designed to contribute to the following outcomes:

Outcome 1: Accountability mechanisms and communication lines are implemented and clearly put in place at all institutional and administrative levels of the development processes to ensure coherence and impact

Outcome 2: Policy-making and planning are linked to financial planning and funding opportunities

Outcome 3: Development plans are carried out to improve service delivery and development opportunities to respect the social contract.

Transfer of knowledge and national ownership are fundamental concepts behind all three envisaged above results of the Programme.

## I. Situation Analysis

The Jordanian government has embarked on the decentralisation process since 2005. Jordan is undertaking decentralisation reforms to address the social and economic challenges rooted in its centralised political and administrative system as part of its effort to promote better public governance and state modernisation. His Majesty's, King Abdullah II, vision for decentralisation is based on investing in a continuous public sector development build by impartial, non-political and competent civil service who can provide policy proposals to advise elected members of government. In their part, local governments are expected to enact long-term strategies and actions plans based on public consultations, transparency and accountability systems in the allocation and utilisation of public resources.

Jordan 2025's National Vision & Strategy established that the government is committed to continuing a political reform agenda with a focus on strengthening public confidence in political processes and deepening democratic, accountable and responsible institutions. The reform process was accelerated by a slowdown in economic development and growing rates of unemployment and underemployment in all regions, particularly among women and youth.

The Law of Decentralisation and a revised Law on Municipalities took effect in December 2015 providing a framework for increasing civic participation in decision-making related to local development and increasing the responsiveness of the local administration to peoples' needs. The topic of decentralisation remained in the public discourse, with high-level officials referencing the ongoing legal reform process as part of the government's efforts to improve citizens' living conditions, creating job opportunities, and promoting better services. The legal framework left the tutelage of Governorates to the Minister of Interior whereas municipalities where placed under the tutelage of the Ministry of Municipal Affairs (MoMA), now Ministry of Local Administration (MoLA). This division on administration of the two layers of local governments was



perceived as empowering the sub-national State Administration (Governorates), via the delegation and deconcentration of development management responsibilities and resources to the Governors and the territorial agents of line Ministries, rather than empowering people through the empowerment of their own local authorities.

The 2017 local elections were the first to be held under the new legal framework, which resulted in the establishment of 12 Governorate Councils (GC) with a mix of appointed and elected members (75 percent of the members are directly elected and the remaining are appointed by the Council of Ministers). The Governorate councils are elected for four years and are responsible to draft strategic and executive plans related to the Governorate, as well as to approve the budget within the limits specified by the Ministry of Finance. The GC are also responsible for monitoring budget implementation in municipalities and in governorates. Overlapping powers between GC, Executive Councils and municipalities, lack of resources and financial autonomy, absence of vision or a roadmap were quoted as most pressing challenges to the application of the decentralisation law.

The government committed to review the 2015 decentralization law. In 2019, Minister of Political and Parliamentary Affairs proposed to draft a single piece of legislation entitled the 'Local Administration Law'. This unified law will be governing and organising the work of the governorate and city councils. However, the Greater Amman Municipality, owing to its unique status, will continue to be governed by a separate law.

In late 2019 a draft Law on Local Administration was initiated by the Ministry of Local Administration, only to be followed, in 2020, by another proposal this time initiated by the Minister of Interior. In February 2020, the initial version of the law prepared by MoLA was sent to the Parliament. The bill was expected to be deliberated during the 2019-2020 ordinary Parliamentary session. However, the process was delayed, arguably due to the lack of agreement on the text between the two ministries, and the COVID-19 pandemic which curtailed the parliamentary session.

Women in Jordan are underrepresented in the legislature at both national and decentralized levels. Jordan's push for increased decentralization now offers the opportunity for women to enhance their voice and stake in equal claim to decision-making. Women's increased participation through more inclusive and participatory approaches to local development planning including spatial, financial and budgetary planning is of crucial importance for several reasons. First, local participation can become a stepping-stone into higher position of power. Second, women are often the main users of local services on behalf of their families and those that they care for including children, elderly and family members with disabilities, and therefore their voice matters in the planning of effective and high quality service provision.

# II. Development Challenge

The decentralisation was launched in 2005 when his Majesty King Abdullah II declared "political, economic, social and administrative development is an integrated process and that we should not deal with its elements as independent and separate units. I also deem it essential to expand the base of public participation in this process, which needs the support and efforts of every citizen". This underlines the need to reinforce accountability and improve governance at sub-national levels which, despite the recent years' reform attempts, has not been achieved yet.

The development challenge that this Programme aims to address is to link the decentralisation reforms, which pursues at empowering the people through the empowerment of their local authorities, with the National Strategy for Integrity and Anti-Corruption following the National Renaissance Plan (NRP) 2019-2020. Policy priorities formulated by the government include a strong emphasis on the rule of law and integrity, and implementation of these priorities demands accountability for results at all levels of government.



Besides, decentralisation has emerged concerning the socio-economic context as well. Substantial disparities between Governorates and between urban and rural areas persist. This situation generates, on the one hand, discontentment towards institutions and, on the other hand, a pressing need for better performance and effective implementation of the social contract. In fact, a survey conducted by the IRI in the last quarter of 2019, indicates that the voter turnout for the parliamentary elections has been decreasing, due to the perception that elections do not accurately reflect the will of the Jordanian people. In addition, the districting and seat allocation for the Jordanian Parliament under the 2016 Cabinet by-law indicates that there are some regional disparities, e.g. Zarqa represents 14% of the population has 12 seats, whereas Balqa representing 5 percent of the population has 10 seats. In fact, urban areas are less represented than rural areas and even more in tribal areas.

Jordan has identified a need to respond to "growing public demand for combating corruption in recent years, to promote and enhance transparency, openness, integrity" as well as by "holding to account those who dare to encroach on public funds". 10 In 2012, His Majesty the King signed the Royal Letter on the National Integrity Charter to introduce the Executive Plan to Enhance the National Integrity System<sup>11</sup>. This plan included several pillars, such as a) improving regulation, b) reforming the public sector, c) strengthening the ability of monitoring agencies to deter and fight corruption; d) instilling principles of good governance within the public and private sectors and civil society institutions, and e) developing a framework that would regulate the collaborative relations between the public and the private sectors 12.

The government has pledged tangible reforms with specific reference to integrity and accountability. The National Renaissance Plan 2019-2020 has spelt out these areas of policy and is targeting them for possible improvements. "Combating corruption and enhancing transparency and integrity" and "Reinforcing the decentralisation approach" are amongst the main elements under Pillar 1: State of Law.

The National Renaissance Plan acknowledged that "firmly combating administrative and financial corruption, small and large, would enhance the citizens' trust in state institutions, their compliance with the rule of law and their contribution in protecting public funds."13 The GoJ also aims at enhancing financial and administrative oversight bodies and to grant them control, immunity and empowerment to fully uphold their duties.

The issue of social accountability is addressed throughout government priorities and one of the main themes enshrined in the State of Law pillar of the Renaissance Plan: 1) combating corruption and strengthening transparency and integrity, 2) developing national culture and active citizenship, 3) implementation of resultsoriented budgeting and 4) strengthening decentralisation.

The Fourth National Action Plan 2018 – 2020 Under the Open Government Partnership Initiative (OGP)<sup>14</sup> called for the provision of digital platforms for citizen's engagement to contribute to improve service delivery, to hold civil servants accountable and to detect corruption. In addition, the NAP reaffirmed access to information as a fundamental right for citizens<sup>15</sup>.

## Accountability in Governorates and Municipalities in Jordan

Due to the differences between the mandates, relationship with citizens, and the sources of funding of governorates and municipalities, the programme would tackle accountability and integrity at the local level in a manner that suits the features of each entity.

<sup>15</sup> This right is stipulated pursuant to Article "19" of the Universal Declaration of Human Rights. Article "19" of the International Covenant on Civil and Political Rights and Article 10 of the United Nations Convention against Corruption -. Article "10" of the United Nations Convention against Corruption stipulates that public administrations have to empower citizens to access to information and to take measures to exercise such right in order to promote transparency and good governance.



<sup>&</sup>lt;sup>10</sup> National Renaissance Plan 2019-2020. Government of Jordan, pg. 15

<sup>11</sup> Royal Committee to Enhance the National Integrity System (2012). National Integrity Charter – the Executive Plan to Enhance the National Integrity System. Amman, Jordan. See: <u>Link</u>
<sup>12</sup> See the MoPIC 2012 National Integrity Charter and Action Plan.

<sup>14</sup> https://www.opengovpartnership.org/members/jordan/#current-action-plan

The Jordanian governorates are hybrid entities with elected councils (legislative branch) and the executive branch formed by deconcentrated units of sectoral ministries and Ministry of Interior (the governor is an officer of the Ministry of Interior).

The legal framework does not consider municipalities as part of the public sector; legally, they are regarded as civil society organisations. Nevertheless, the characteristics and operations of municipalities resemble what local governments do across the world.

Accountability at the local level can be enhanced through the improvement of the autonomy of local governments and local administration. If local governments do not enjoy meaningful autonomy is not possible to hold them accountable for the results of the provision of public goods and services. The golden rule is that the one who holds power shall be held responsible for the consequences of its actions and omissions, on the fulfilment of their mandates.

In the context of decentralisation, autonomy has two features. The first is the capacity of local governments of taking the initiative within the limits of their legal competences (initiation power) (Clark, 1984). This feature implies that local governments can act diligently and do whatever is necessary to serve their constituents as long as it is within their legal mandate.

The second is to be freed of ex-ante administrative controls and, be only subject to ex-post legality controls (immunity power) (Clark, 1984). The second feature is derived from the first; if the actions of the local government are within their mandates, they do not need any ex-ante approval or authorisation. Finally, both features configure the rule which states that the more power local governments hold more accountable they are both to the national government and their constituents.

By applying these two concepts to the Jordanian case, it is evident that the governorate councils both elected, and executive do not enjoy any autonomy nor have specific mandates for the delivery of public goods and services. Therefore, the only functioning accountability is the upwards accountability, where the deconcentrated units of sectoral ministries are accountable to the respective department following the hierarchical chain of control.

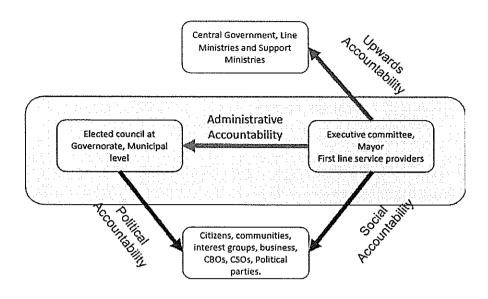
If the Jordanian government aims at the improvement of the citizens' participation, accountability, integrity and enhanced democracy at the local level, the administrative, political and social accountability systems must be strengthened, through increased usage of digital tools as part of the E-government. Most of the services can be requested and delivered by electronic means avoiding waiting lists and queues and creating the conditions for bribes and corrupted practices. The payments for service fees must also be made electronically, avoiding any payments in cash.

Likewise, E-government is crucial for the transparency of public tenders for the construction of public infrastructure, the purchase of goods and contracting of services.



# Accountability at Sub-National Level

# **Desired Local Accountability Model**



# Upwards Accountability

- Firstly, the ex-ante control exerted by national entities, and hierarchical accountability are the defining
  features of the accountability system for local authorities in Jordan. The ex-ante controls are applied by
  ministries to validate or modify the decisions made for governorates and municipalities. The hierarchical
  accountability is fundamentally utilised to monitoring the performance of public servants working at the
  sub-national level.
- For instance, in finance, ex-ante control defines that an external authority must authorise each financial transaction of governorates and municipalities above a determined threshold. And, in the operational field, the central government approves or rejects activities, projects and programmes prioritised by municipal and governorate councils.
- Ex-ante controls are slow and inefficient because they centralise all decisions and political power, undermining the decentralisation process and limiting the accountability and transparency in public management of municipalities and governorates. Modern practices of public administration have eliminated ex-ante controls and replaced them with ex-post legality and performance controls.
- Ex-ante controls are also detrimental to local democracy because they undermine the decisions made in
  consultation processes such as needs assessment and participatory planning. If the compromises reached
  by participatory processes are not fulfilled, the trust in local governments is undermined, and it increases
  the gap between the authorities and their constituencies and between first-line service providers and users
  of public services.
- The decisions taken by elected and legitimate municipal and governorate councils are reviewed, changed, or discarded by bureaucrats of the ministries that are not accountable to citizens. Since the prioritization of projects and developmental actions are the result of consultations and participatory planning process: any modification must be consulted with local stakeholders before putting into practice. Otherwise, the legitimacy and credibility of local authorities are eroded before their constituents.
- Secondly, ex-ante controls dilute the responsibility for the results by separating the decision-making
  power from the execution and accountabilities for the consequences of the decisions. The balance
  between authority and responsibility is broken and, accountability becomes a mere bureaucratic process



of filling out forms, submitting reports on time, and complying with administrative procedures. The "follow the manual" tradition implicitly assumes that only the strict application of a procedure or regulation guarantees success. It follows then that managerial performance should be judged by the vigorousness of compliance of the procedure, no matter how irrational it may be or what results are obtained.

Therefore, to improve transparency and upward accountability, it is necessary to propose modifications on the legal and regulatory framework as well as in the procedures that guide the governmental control system and make them more oriented to the achievement of results (from ex-ante to ex-post results based). A sound accountability system assigns responsibility where power resides. An alternative to modifying the legal framework (which can be very cumbersome) is the implementation of delegation agreements to governorates and municipalities for the execution of investment projects. In this way, the national government acts as the principal and the sub-national governments as agents. Delegation involves arrangements of the national ministries with governorates and municipalities to deliver services or implement projects that are formally national government responsibilities. Specific arrangements vary (time, conditions for management, funding, reporting, accountabilities), but the municipalities and governorates always act on behalf of the delegating authority (ministry).

# Administrative Accountability

However, enhanced upwards accountability is not enough to improve transparency and accountability at the local level. The role of elected councils should also be strengthened in their role as oversight bodies for the actions of the executive branch (administrative responsibility). If the Jordanian Government wants to enhance the administrative accountability, it is essential to make a clear distinction between the functions of the executive and legislative bodies at the local level; moreover, the elected council must not interfere with executive decisions and day to day actions. Otherwise, it becomes part and judge.

By empowering elected councils, local democracy is strengthened because citizens will have effective mechanisms to hold their elected authorities accountable for the mandate they receive through voting and consultation processes.

- Likewise, the capacity to oversight and the mechanisms for holding the executive accountable must be developed. Specific reports must be periodically submitted by the sectors/departments and be compiled in the Local Development Unit for subsequent referral to the council's commissions through the governor. The functional departments of municipalities must also report their actions to the council through the Mayor. It also implies that the elected councils must also establish commissions by sector to ensure compliance with the legal framework, the improvement of the services and the implementation of the annual operational plan and budget as well as the strategic plans.
- The relationship between the two branches of the local governments must be formalised to improve
  administrative accountability. The formalisation is achieved by the approval and updating of bylaws,
  regulations and procedures. The bylaws and other legal instruments must ensure that the governor and the
  directors of the sectoral ministries can be regularly summoned to the council to be held accountable for
  their actions.

Because the elected councils of the governorates are new and the composition and operations of municipal councils have changed, it is imperative to create on the job-training programmes and technical assistance mechanisms so that these entities fulfil their mandates as required by law.

# Downwards Accountability

Finally, local governments must respond and account to their constituents. Downwards accountability comprises two elements. The first, is the so called 'demand side political accountability is concerned with the power relations between the state and its citizens and refers to the accountability of state to non-



state actors in which citizens and their associations play a direct role in holding the powerful to account' (Friis-Hansen & Signe Marie Cold, 2020) Elected authorities must account to their constituents for the results of the political mandate expressed through the vote and the electoral promises to their constituents.

- Some authors make a distinction between formal democratic decentralisation and effective democratic
  decentralisation (Ribot, 2001). Formal democratic decentralisation refers to transfers of power within the
  state, that is, to elected or appointed local government authorities and line ministry staff. However,
  effective democratic decentralisation refers to the transfer of power to any authority that is accountable to
  the population. So, we can say that the accountability of local governments towards their constituents is
  the fundamental characteristic of democratic decentralisation.
- The second is social accountability; which includes broad and active participation of citizens in the
  decision-making and shaping the services, the follow up the implementation of the decisions and in the
  evaluation of the results in the provision of public services. Active citizenship must also enhance the
  mobilisation of local resources as a way to align the expectations of dwellers with the resources of the
  local government.

Within the current accountability system for local administration and municipalities, citizens have no space to assess and judge the quality of public administration or even express their concerns. Therefore, participatory planning, citizens satisfaction surveys (cards) and interactions between citizens and first-line service providers will improve social accountability at the local level.

## III. Strategy

The strategy for achieving the objectives of this Programme is to institutionalise citizen participation in planning, following the execution of the plans, evaluation of the results and in holding the authorities and public officials accountable for their actions and omissions.

'We consider both the municipalities and decentralisation laws as a cornerstone for broadening the role and responsibilities of local administrations in our governorates. These laws are also crucial for deepening citizens' participation and empowering them to contribute towards identifying their priorities, in addition to formulating a future vision for their areas' development plans and distributing developmental gains more equally and effectively. 16

The way in which the processes are institutionalised is by repeating and improving them continuously. For this, it is necessary to annually support the budget cycle at the sub-national level, incorporating citizen participation in decision-making including equal representation of women and men, and supporting gender-sensitive budget execution and reporting. During the implementation of the Programme, these actions will be repeated and improved for three consecutive years. Consistency in actions over time will ensure that citizens', including women's participation and accountability of local authorities are internalised and become a common practice for both local authorities and citizens.

If citizens and authorities adopt these processes as an integral part of development management and apply them beyond the duration of the Programme, we can say that citizens' and especially women's participation and accountability of authorities have been institutionalised, and therefore, the Programme has achieved its objectives.

The Programme implementation will be fundamentally focused on strengthening the administrative and downwards accountability. The role of the elected councils and the relationship between citizens and public administration throughout the planning/budget cycle will be enhanced. Governorate, municipal and local

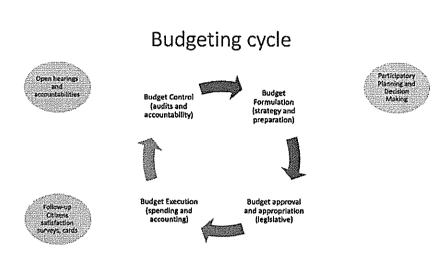
<sup>&</sup>lt;sup>16</sup> Speech from the Throne by His Majesty King Abdullah II. Opening the Third Ordinary Session of the 17th Parliament Jordan Amman 15 November 2015



councils and citizens will take part in the three phases of the planning/budgeting cycle: (1) preparation, (2) execution, and (3) and evaluation.

Transparency will be strengthened through participatory planning processes for both, integrated territorial development plans (governorates and municipalities) and service improvement plans (health, education, social services).

In this way, decision-making for the allocation of public resources will be transparent (full disclosure of budgets and public discussion) and will incorporate the demands and expectations of communities and citizens including the specific needs of women, youth and vulnerable groups (refugees, people with disabilities and the elederly). Furthermore, the plans should reflect national policies and commitments to achieve the SDGs.



The execution of the budgets and plans through different modalities (direct implementation, procurement and public private partnerships) will also be subject to citizen scrutiny<sup>17</sup> in addition to the government controls established by law (budgetary controls, fulfilment of rules for procurement processes).

Accountability will be enhanced during the execution of the plans and further evaluation of the

results of the plans. Besides the governmental controls systems, the Programme will promote the organisation of the following and evaluation of service improvement plans and integrated territorial plans as well as public hearings.

However, the approach of the Programme will be differentiated taking into account that municipalities have their budgets<sup>18</sup> and mandates explicitly defined by the legal framework while governorates rely on sectoral budget allocations.

### Governorates

At the governorate level, a combination of two management instruments will be applied of i) Integrated Territorial Development Planning, for the definition of the projects as part of the Capital Investment Plan, and, ii) the service improvement plans, based on the guidelines of sectoral ministries and the demands of citizens for the improvement of selected services.

The drafting of the Integrated Territorial Development Plans will be under the responsibility of the Local Development Units of the governorates. These units will carry out a comprehensive consultation process and will identify needs through the Tanmia tool. The integrated territorial development plans will incorporate the multi-year capital investment plan that reflects the budgetary allocations of the central government for the governorates. The plans will comprise the social, economic, environmental and institutional dimensions.

provided.

18 Local councils can collect revenues as well as municipalities. Moreover, municipalities receive transfers from the central government and also can borrow money. Governorates have no budget, but the national government has allowed them to make decisions for the allocation of part of the capital investment budget of the ministries.



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<sup>&</sup>lt;sup>17</sup> What defines the quality of public administration is not only adherence and compliance with the legal framework, policies, plans and procedures. Public administration performance must be measured by the satisfaction of citizens for the goods and services provided.

Given that the Coronavirus pandemic has severely affected public health and the economy, the Programme will pay special attention to health services and economic recovery in the governorates (Local Economic Development and employment creation).

Likewise, the Programme will enhance the quality of selected public services via the implementation of Sectoral Improvement Plans. The directorates of sectoral ministries which are part of the Executive Committee are responsible for the drafting of the Service Improvement Plans; the Local Development Units will provide technical support for the elaboration, implementation and evaluation of these plans. To improve the satisfaction of citizens with the services provided by the sectors, the Programme will promote the engagement of the first-line service providers, such as hospitals, health centres, schools and social services that serve vulnerable groups, to draft service improvement plans. Decentralisation is crucial for the adaptation of public services to local preferences and needs because local authorities have the possibility to tailor 'the provision of local goods and services according to local tastes and circumstances which results in higher levels of social welfare than centrally determined and more uniform levels of outputs across all jurisdictions'. (Oates, 1972)

Citizens' satisfaction can be improved if the connection between first-line service providers and citizens is strengthened through the joint formulation of service improvement plans, where communities and service providers seek ways to improve the service collaboratively through active citizenship. Within the Programme, 'active citizenship' is understood as residents not only demanding more and better goods of services from the local authorities but rather helping in the quest of workable solutions according to their preferences and within the financial possibilities of both the government and taxpayers.

As women are many times the main users of local services on behalf of their families and those that they care for, it is imperative that the programme includes women in the consultative processes in the formulation of service improvement plans. Effectively this means that the programme will prioritize the equal representation of women citizens in all consultative processes by doing targeted outreach to women in the local communities and directly encouraging women to practice active citizenship to ensure that their voices are heard.

## Municipalities

The Programme will support the municipalities in the process of identifying problems in the provision of services and the drafting of their Integrated Development Plans. The design, validation and application of the planning instruments and methodologies will be carried out with the active participation of the technicians and authorities of the MOI, MOLA, and MOPIC.

The integrated municipal development plans will feed the governorate plans and will comprise a set of programmes and projects which are within the legal mandates of municipalities.

The actions of the Programme aim at the improvement of the social, economic and environmental issues reflected in the integrated municipal development plan, the capital investment plan and budget which are funded by local taxes, transfers from the central government and loans.

In the area of municipal services, the Programme will help citizens and authorities jointly search for ways to improve them. Citizens participation in the identification of challenges and constraints and the further quest of solutions will build up the governance as well as the trust between citizens and authorities. Since nunicipalities are empowered to charge for local services, they must stimulate greater citizen participation for the design, improvement or adjustment of public services to meet the needs and expectations of their constituents. It is imperative that women's perceptions and usage of municipal services are measured and analysed to inform planning and enhance effective solutions. Women's needs differ from men's as they take on different roles in their communities. The programme will therefore prioritize women's voices and ensure their equal representation in participatory approaches to enhance design and delivery of services.



In the same vein, transparency in the management of public resources (full disclosure of budget and costing of public services) will allow citizens to adjust their expectations to the possibilities of the municipalities and increase their willingness to pay for the services (cost-benefit).

Accountability at the municipal level will be promoted through the organisation of public hearings where the major and technicians alongside the elected councillors rend accounts to the citizens. The Programme will also support the dissemination of the financial reports of the municipality.

All participatory planning activities, execution of municipal development plans and accountability at the municipal level will be coordinated with the Ministry of Local Authorities (MOLA) and the Spanish Agency for International Development Cooperation (AECID), which is in charge of executing the social accountability component of the project funded by the European Union.



## IV. Lessons Learned

## Experience of the Decentralisation and Local Development Support Programme

EU's Decentralisation and Local Development Support Programme (DLDSP) implemented by UNDP under the supervision and execution of Local Development Directorate/ Ministry of Interior, made an influential contribution to decentralisation and good governance reforms implementation in Jordan. Carried out with the funding of the European Union in 2017-2020, DLDSP worked closely with the Ministry of Interior, Ministry of Local Administration, Ministry of Finance, Ministry of Political and Parliamentary Affairs, Ministry of Planning and International Cooperation, as well as local governments in pilot Governorates in three broad thematic areas: i) regulatory framework of decentralisation; ii) planning and budgeting capacities of local institutions; and, iii) citizen participation in local decision making.

Regulatory Framework of Decentralisation - At the request of MoI, MoPPA, MoLA, MoPIC and Economic and Social Council, DLDSP developed seven documents that mapped donor interventions in the field of local development, provided an analysis of the status of decentralisation reforms, captured issues of decentralisation policy and provided policy options for the Government of Jordan to consider when revising the existing legal decentralisation framework.

Planning and Budgeting Capacities of Local Institutions - DLDSP strengthened the government's capacities in strategic and territorial planning and budgeting through the following targeted interventions:

- Establishment of socioeconomic and services database in three Governorates of Jordan.
- Tapping into the data provided by the socioeconomic database, developed planning and coordination system (Tanmiah tool) in Aqaba, Balqa and Irbid governorates. As a result, three Governorate Development Reports, identifying the status quo and gaps of socioeconomic and services situation in the area, were developed. Tamniah tool consists of four integrated functions: Regional Information Systems, Project Management System, Public Relations Management and Geographic Information System.
- To strengthen the capacities in local administration, strategic and territorial planning, budgeting, data collection, reporting and utilizing IT systems, more than a hundred pieces of training for over 400 civil servants from the partner ministries and Local Development Units and Directorates were carried out.
- Training for Jordanian senior public officials on Local Fiscal Decentralisation and Local Finance in the Netherlands organized.
- Master's Degree on Local Development and Administration was developed and launched, with full-tuition scholarships provided to 46 public officials from the Ministries of Interior, Local Administration and CBOs working in the field of local governance and development.

Citizen Participation in Local Decision Making - DLDSP worked closely with the Ministry of Interior and King Hussein Foundation to strengthen the capacities of Community-Based Organisations' operating in pilot governorates and bring them together with local governments and communities to identify needs and implement projects to address them. Training on HR, project management, proposal writing, and strategic planning were carried out to selected local organisations. Furthermore, nine CBOs received grants and implemented mission-based initiatives, in line with the identified needs of their localities, in the fields of women's empowerment and improvement of education and health services in their respective municipalities.

## Lessons Learned

**Policy Support on Decentralisation** - External assistance to developing a national decentralisation policy faces very different challenges from those encountered when simply implementing decentralisation reforms and promoting local development.

Decentralisation reforms are primarily driven by politics, and its motivations continue to evolve in response to changing domestic (and regional/international) political conditions and priorities. They are, therefore,



highly controversial. External assistance to policymaking in this area is then actually possible (and potentially practical) only if the aid agency 'acts strategically', i.e. understands the political economy of the reforms and can align with a reform champion, whose vision it shares and supports. Only the presence of such a champion that demands and can use external inputs makes any assistance to policymaking possible and potentially, but by no means necessarily, effective.

Programme's ability to provide support is furthermore aggravated by competition between ministries. The change of the IMC's leadership from MOI to MOPPA has affected the program's ability to achieve its results. Beyond MOI, the program's leverage is limited<sup>19</sup>.

Both the prolonged absence of such a champion in Jordan and the occasional/temporary emergence of one - the ESC - confirm the above general lesson learned by the DLDSP, in both favourable terms—when the DLDSP managed to strongly influence the National Dialogue on Decentralisation, only through the ESC initiative—and on negative terms, when before and after the National Dialogue, the DLDSP struggled to find a way to help advance the national policy-making process.

Like any other country experiencing decentralisation reform, Jordan has its share of stakeholders who resist change at the national and sub-national level. Therefore, it is critical to have the buy-in of all the Ministries involved in the decentralisation process to ensure multi-level governance and appropriate anchorage for operational mechanisms.

**Technical Support** - The Programme proved to be well-positioned to provide technical support to MoI and governorates. DLDSP succeeded in delivering on objectives to strengthen structures in strategic planning, budget analysis and monitoring at the local level<sup>20</sup>. Despite the challenges it faced, DLDSP has made progress towards building the institutional capacity of the MOI LDD and the collective competence of LDDs and LDUs, through support for the development of systems, procedures and capabilities to activate the new functions required by law.

Capacity building - Concerning the DLDSPs objective of building the capacities of public officials, the programme faced challenges stemming from the lack of an appropriate incentive system for national staff. Unmotivated public officials at times were unwilling to perform their newly assigned mandates or to learn and gain new experience.

Committed individuals, on the other hand, have to be rewarded and considered for leading positions during the phase of scaling up successful initiatives. To make the public administration on a local level more effective, efficient and responsive to citizen needs, a new generation of qualified, young and committed staff must be recruited to the LDDs at the national and sub-national level.

Finally, for decentralisation reforms and DLDSP objectives to be achieved, the culture and the mindset of national officials, civil society and other stakeholders need to change. Evolving mentalities is a lengthy process; therefore, capacity building initiatives and activities within the decentralisation reform require a long-term commitment.

The program's academic component realized through partnerships between Jordanian and European academic entities proved to be successful.

**Evidence-based territorial planning**. DLDSP's experience demonstrated the need for sub-national entities to possess socioeconomic data. The Tanmiah database is critical to provide critical information for evidence-based policymaking as well as to ensure upwards and downwards accountability.

<sup>&</sup>lt;sup>19</sup> Mid-Term Evaluation of the Decentralisation and Local Development Support Programme, 2019



<sup>20</sup> Ibid.

**Donor Coordination.** In terms of coordination among donors, the program's success is limited. This is partly due to the lack of a decentralisation plan to guide coordination efforts. While the mapping exercise the program undertook in this regard was very well received by both donors and government, its impact is still not clear. The government will need to be cognizant of its priorities, so it can effectively guide donors and ensure their contributions are effective.

Gender mainstreaming. In terms of gender mainstreaming, the DLDSP's experience demonstrated that in order for gender mainstreaming to be effective it needs to be implemented across outputs and activities to ensure that this cross-cutting development area is prioritized. While it is important that all data is disaggregated by gender and which Programme will continue, accountability and quality of service delivery is contingent on women's equal involvement. The Programme will therefore prioritize women's participation in all areas of planning.

## Programme Approach

## Sustainability

The Programme is in line with the principle that development cooperation needs to be citizen-centric and respond to national priorities. Transfer of knowledge and national ownership are fundamental concepts behind all three envisaged outputs of the Programme.

For example, it is expected to produce lasting positive change through training to the local entities' capabilities and performance through extensive training, enhanced legal and regulatory framework. On the other hand, citizens' attitudes towards local government are expected to improve by means of increased participation, interaction with public service providers and developed feedback channels.

The Programme will continue to work closely with the Ministry of Interior Support Team, which proved to be instrumental in advancing the objectives of the DLDSP. It is expected to expand the group of focal points to the new governorates and ministries. Through the cooperation with Programme's experts and implementation of Programme's activities in governorates and national institutions, the civil servants are expected to build their skills and expertise, contributing to the sustainability of Programme's actions.

# Overall and Specific Objectives and Partnerships

Overall objective (expected impact): Public integrity and accountability in Jordan are improved, contributing to better public sector performance and responsiveness to citizens' needs.

## Specific objective (expected outcome):

Local Governance is enhanced through improved accountability and effective and efficient policymaking and implementation.

- 1. Accountability mechanisms and communication lines are implemented and clearly put in place at all institutional and administrative levels of the development processes to ensure coherence and impact.
  - 1.1 Revision and enhancement of the legal and regulatory framework of decentralisation concerning authority and accountability lines at governorate and municipal levels.

In line with implementing activity 1.3, nurturing a legal infrastructure to support

1.1.1 Accountability and decision-making authority are clearly defined in each stage of the local development planning process and the implementation of programmes, projects and



- activities at the governorate and municipality level through the development, adaptation and adoption of policies, laws, by-laws, decrees, procedures and manuals.
- 1.1.2 Review and suggest improvements to the existing legal and regulatory framework, including, the legislation outlined in point 1.1.1 at the early and later stages of the programme.
- 1.1.3 Horizontal and vertical communication and policy coordination at the national and subnational level is enhanced during the participatory planning process including, budgeting and implementation of development plans.
  - 1.1.3.1 Communication and consultation between the authority and stakeholders at the local level are improved through institutionalised mechanisms. (governorate and municipalities).
  - 1.1.3.2 Vertical communication, coordination and collaboration between sectoral ministries (national) and governorates sub-national level is improved through service improvement plans.

# 1.2 Strengthen the elected councils by providing them technical support and training<sup>21</sup>

- 1.2.1 In line with the implementation of activity 1.3, provide formal training to elected councils at the governorate and municipality level on the following:
  - 1.2.1.1 Concepts of local governance, transparency, accountability and integrity of elected and appointed officers at the local level;
  - 1.2.1.2 Generic concepts of public management, M&E, performance indicators;
  - 1.2.1.3 M&E guidelines, procedures and manuals developed under activity 1.3 and customised in line with PEM (community participation, participatory development planning, budgeting, procurement, and Programme implementation) and;
  - 1.2.1.4 Concepts and practices to promote green circular economy, sustainable development, mitigate the effects of climate change, etc.
- 1.2.2 In line with the implementation of activity 1.2.1.2 and 1.3.3.3, provide on-job training on the basics of:
  - 1.2.2.1 The role of the council and councillors in ensuring citizens participation in the drafting of integrated development plans, capital investment plan, recurrent budgeting, procurement and Programme implementation:
  - 1.2.2.2 Applying M&E guidelines, procedures:
  - 1.2.2.3 Deploy and update Tanmiah Tool's Interactive Community Component;
- 1.2.3 Support female elected and appointed councillors and, train all councillors on gender equality and the roles of women and men in politics, public administration and development.
  - 1.2.3.1 Identify the specific needs of the female councillors and develop training courses to address their demands.
  - 1.2.3.2 Develop training courses on gender equality and the roles of women and men in development.
- 1.3 Develop manuals and templates to allow deconcentrated services to report to the elected and executive councils.

<sup>&</sup>lt;sup>21</sup> Due to safeguards and security protocols to prevent coronavirus infections, the Programme will develop interactive materials and methods for online courses. This will also make it possible to massify the courses and include other public servants who are not part of the selected governorates and municipalities.



- 1.3.1 Identifying a list of Performance Measures (PMs) per sectors at the local level in line with the current regulatory framework, the endorsed methodologies/procedures of Public Expenditure Management (PEM) and the local governance monitoring and evaluation (M&E) best practices. The performance measures/indicators should encompass at the governorate and municipality level the following:
  - 1.3.1.1 The elected representatives and the elected council towards their constituents.
  - 1.3.1.2 The local civil servants, sectoral directorates and the executive council towards elected councils.
  - 1.3.1.3 The local administrations/authorities, including all its components towards central government.
- 1.3.2 Draft and apply the M&E manual as part of PEM to demonstrate the formal mechanisms of accountability, procedures for the identified PMs/performance indicators in line with PEM manuals and procedures (planning, budgeting, and Programme implementation at the governorate and municipality levels); to enhance:
  - 1.3.2.1 The political accountability of elected representatives to their constituents regularly between elections<sup>22</sup>
  - 1.3.2.2 The horizontal/managerial accountability: the accountability of local civil servants to elected representatives<sup>23</sup>
  - 1.3.2.3 Upward accountability: to enhance proper responsibility of local administrations/authorities to the central government<sup>24</sup>
  - 1.3.3 Institutionalising the practices of accountability and transparency through utilising physical reports and online resources of E-government, the Tanmiah Tool and mainstreaming its use across central and local levels.
    - 1.3.3.1 Regional Information System (RIS): The socio-economic and services database will be expanded to ensure availability of accurate data for the newly selected governorates (Ajloun, Madaba and Tafileh) and a total of 34 new municipalities under the three governorates. Through the RIS, the development gaps will be confirmed at the municipal and governorate levels. The development strategy/plan reflects solutions for community development needs and bridging the development gaps.
    - 1.3.3.2 Project Management System (PMS): The PMS would continue working on the 12 governorates, however, moving forward with further improvements. The PMS will be tailored to serve a total of 42 municipalities in the six selected governorates.
    - 1.3.3.3 Tanmiah Tool's Interactive Community Component: create a platform to inform the public of the progress of development projects, indicators and expenditures. This approach is expected to nurture the accountability of the data and indicators generated as well as strengthen the culture of transparency within the local and central government levels.
    - 1.3.3.4 By using state-of-the-art technology, link the M&E unit at the Prime Minister's office with the Ministry of Interior and Ministry of Local Administration.

It is an area of concern that is often neglected. In many countries the challenge may be to encourage a shift away from excessively intrusive modes of central ex ante control of local budget priorities, which undermine the benefits of decentralization, towards more meaningful upward reporting, monitoring of legality and ex post budget controls. But given the fact that the decentralization system and its nature and the experience in localities in practicing the new transferred mandates, it is advisable to set up a tight M&E system that it goes with the current transferred authorities. However, the M&E designed system will be regularly checked and will be reengineered/revisited in light of the new policy changes in terms of the level of authority and mandates that will be transferred gradually concerning the different aspects of local governance.



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<sup>&</sup>lt;sup>22</sup> This can increase the need for 'compensating' procedures for feedback and interaction throughout the participatory planning process, budgeting and Programme implementation

With no direct managerial control over civil servants, it is often difficult for elected representatives to secure their loyalty, and greater attention is needed to develop mechanisms to compensate for this

- 2. Policymaking and planning are linked to financial planning and funding opportunities.
  - 2.1 Support the development of methodologies, manuals and templates for the drafting of integrated development plans with the active participation of the citizens.
    - 2.1.1 Increasing the accessibility to an accurate and reliable socio-economic, environmental, and institutional data at sub-national levels on public services delivered at the governorates, including the municipal services as following:
      - 2.1.1.1 The quantitative data and indicators concerning the public services at the governorate and the municipalities level
      - 2.1.1.2 The qualitative data concerning the quality of service provision
    - 2.1.2 Revise and update the set of guidelines, procedures and manuals for Integrated Development Plans and PEM at the governorate and municipality levels alongside with MOPIC, MOI and MOLA.
    - 2.1.3 Develop new guidelines, procedures and manuals for financial management and projects implementation (procurement and project management/implementation) at the governorate and municipal level; connecting the annual operational plans and budgets (recurrent and capital) with the mid-term Integrated Development Plans.
    - 2.1.4 Transform the developed and revised Integrated Development Planning and PEM guidelines, procedures and manuals into user-friendly training materials for each phase of PEM (trainers and trainees manuals).
    - 2.1.5 Provide TOT to the selected trainers from DLDSP (2017-2020) on the training material.
    - 2.1.6 Provide formal and on-the-job training to LDDs and Planning committee and related stakeholders to update the development reports and the strategic plans of Irbid, Al Balqa and Aqaba governorates and provide technical support to develop new development reports and Integrated Development Plans for Ajloun, Madaba and Tafileh governorates.
    - 2.1.7 Provide formal and on-job training to planning and budgeting committees and related stakeholders at the local level to prepare annual budgets, and implement planned projects of Irbid, Balqa, Aqaba, Ajloun, Madaba and Tafileh governorates.
    - 2.1.8 Provide technical support to develop new development reports, Integrated Development Plans and Environmental situation analysis consisting a mapping for decision makers.
    - 2.2 Update and improve the legal and regulatory framework for drafting capital investment plans and support MOLA and the selected municipalities in preparing them.
      - 2.2.1 Institutionalise the integrated local planning framework (supported and tested by DLDSP from 2017 to 2020) to be implemented, monitored and evaluated by the Executive Councils (chaired by the governors) and local authorities (Governorate and Municipal Councils) at the sub-national level
      - 2.2.2 In line with the implementation of activity 1.1, 1.3 and 2.1 in close coordination with MOF. MOI and MOLA revise and enhance the legal and regulatory framework of decentralisation concerning the drafting of capital investment plans at governorate and municipal levels



- through the development and adoption of visions, operational policies, laws, by-laws, procedures and regulations.
- 2.2.3 Develop a proposal for the institutionalisation of sectoral earmarked grants and block capital grants for governorates and municipalities within the framework of the decentralisation of the capital investment budget.
- 2.3 Design and promote improvements to the fiscal decentralisation system and promote full disclosure of governorate and municipal budgets via the utilisation of E-government tools.
  - 2.3.1 Revise and update the regulations, processes, procedures and manuals for financial management and Programme implementation at governorate and municipal levels.
  - 2.3.2 Increase accessibility to accurate and reliable financial data and financial indicators through periodic reports at governorate and municipality levels on all financial management aspects at the local level, including local revenues, planning and Programme implementation and expenditure.
  - 2.3.3 Coordinate and align the work of each stakeholder, including development partners and future funding potentials, to enhance the implementation of the Integrated Development Plan and its investment projects, and activities within targeted governorates to achieve optimal service delivery which supports innovative local solutions that bring benefits across SDGs and in particular environmental sustainability.
- 2.4 In coordination with MOLA and MOF, revise, update and propose modifications to current procedures and manuals to find ways to improve revenue collection and develop strategies at the municipal level
  - 2.4.1 Conduct in-depth assessments on local revenues and expenditures (costing of selected services) at municipality levels to emphasise local best practices by different municipalities and recommendations for further development.
  - 2.4.2 In close coordination with MOLA and MOF, prepare new systems, processes, procedures, manuals, and training materials to improve the collection of taxes, fees and charges at the municipal level.
  - 2.4.3 Conduct TOT to the selected trainers on the training material.
  - 2.4.4 Provide formal and on-the-job training to LDUs, the finance department, and relevant stakeholders.
- 3. Development plans are carried out to improve service delivery and development opportunities to respect the social contract.
  - 3.1 Support the process of SDG localisation to advance on their implementation at local levels.
    - 3.1.1 Provide technical support to implement the Integrated Development Plan and track the capacities at the Governorate and Municipal levels to identify the allocation of resources and investment opportunities.
    - 3.1.2 Track potential improvements in the performance of local entities and a measurable positive impact on local development outputs, and in the mid-term the development outcomes.



- 3.1.3 Conduct a participatory process for the drafting of the service improvement plans, of the services prioritised through surveys and consultations with communities and local councils; paying particular attention to the demands and needs of women, elderly and youth.
- 3.1.4 Assess the progress as a result of the implementation of the service improvement plans with the active participation of the communities, CSOs and other stakeholders through the organisation of public hearings ensuring the active participation of women, youth and elderly.
- 3.2 Develop strategies and capacity building for lagging behind municipalities and governorates to improve their planning, implementation and monitoring capacities and to access international cooperation resources and CVDB credits to improve their indicators.
  - 3.2.1 Improve core administrative and operational functions of the Governorate and the Municipality to enhance efficiency, effectiveness and accountability in the allocation of the available resources. This includes feasibility studies for capital investment, budgeting, procurement, accounting, reporting and auditing while introducing specific approaches for contributing to gender equity and youth.
  - 3.2.2 Improve the organisational and individual capacities for the identification, drafting and finance of development projects including the social, economic, environmental and financial feasibility.
  - 3.2.3 Provide technical support to MOI, MOLA and MOF to update the draft of decentralisation national capacity building plan in line with the implementation of capacity building programs in the six selected governorates.
- 3.3 Develop a "localised SDGs monitoring system" to track the progress on the achievement of the SDGs.
  - Develop a localised SDGs monitoring system through utilising the Tanmiah Tool, the data from the Hashemite Kingdom of Jordan Department of Statistics (DOS), sectoral ministries' reports and mainstreaming its use across central and local levels to track the achievement of a selected number of SDGs.<sup>25</sup>
- 3.4 Provide technical support for the monitoring and evaluating of the implementation of the integrated development plans.
  - 3.4.1 Provide on-the-job training to technical support to LDDs, executive councils, elected councils and related stakeholders at the local level to monitor and evaluate the implementation of the integrated development plans as stated in the M&E manuals and guidelines.
  - 3.4.2 Provide technical support to the selected governorates and municipalities to prepare periodic M&E reports on the implementation of development plans and their progress on the achievement of the SDGs considering national benchmarks to be incorporated in the governorate annual development reports.
  - 3.4.3 Provide on-the-job training to stakeholders at the local level to use M&E indicators within the Tanmiah Tool and organise public hearings with communities.

<sup>&</sup>lt;sup>25</sup> In line with the implementation of activity 1.3.3



# Cross-cutting Themes

## Gender Mainstreaming

Addressing gender equity in all components and activities is critical to ensure the contribution of the programme to Nations' Sustainable Development Goal 5 "Achieve gender equality and empower all women and girls" throughout the programme.

Concrete actions are planned to empower women in the political arena by undertaking specific training and tailoring technical assistance actions for women councillors and candidates. Likewise, in the process of participatory planning, policy and Programme design activities, special attention will be paid to the demands of women and girls, who must be integrated as key actors in all stages of the public management process.

In the same way, gender-responsive budgeting will be promoted in the district, municipal, and government planning processes. Regarding transparency and accountability, the participation of women in public hearings and evaluations of citizen satisfaction with public services will be actively promoted, ensuring that the voices of women and girls are heard.

All stakeholders regularly meet through an inter-ministerial technical committee that ensures a coherent approach in term of decentralisation and coordination of donors' support. Besides, the Inter-ministerial Committee on Women's Empowerment and the Jordanian National Council for Women will be consulted with and engaged in fostering gender equality throughout the activities.

## Challenges facing gender equality:

- Competing priorities and limited resources within partner agencies or organisations to address gender inequality. Considering the many challenges currently facing the government and civil society sectors, gender equality may not be perceived as a priority.
- Insufficient understanding of gender equality as a component of participatory governance. Many governments and civil society groups perceive gender analysis and mainstreaming as donor-driven concepts rather than as tools for effective planning and service provision.
- Policy environments may be responsive to gender equality issues, but often they are yet to be fully operationalised through practical actions and solutions. Government officials or civil society leaders may not be aware of their responsibilities under the policies or have the technical skills, resources or authority to integrate gender considerations into local legislation and development programmes.
- Traditional gender roles are deeply entrenched even among well-educated professionals in the public and non-profit sectors. Many gender roles have religious and cultural roots and must be addressed with understanding and sensitivity.

## Environmental Sustainability

Environmental sustainability is a development that meets the needs of the present generation without compromising the ability of future generations to meet their own needs. It involves making decisions and taking actions that are in the interest of protecting the quality of the environment and preserving the capability of the environment to support human life. It is a vital consideration at present, as people realise the full impact that businesses, governments, society and individuals can have on the environment. Moreover, environmental sustainability is about making responsible decisions that will reduce the negative impact on the environment, looking beyond making short term gains and considering the long-term impact they are having on the natural world, however, decentralization and capacity building are areas which traditionally is not associated with environmental risks.

Mainstreaming environmental concerns in planning and programming results in the protection and wise management of the environmental and natural resource base and ensures progress on a sustainable basis. The integrated development plans at the district, municipal and governorate levels incorporate the social.



economic and environmental dimensions as axes of territorial planning. In all integrated development plans, environmental sustainability and its relationships with economic development and social equity are considered as central elements of local progress. Likewise, all the projects that are included in the annual capital investment budgets must comply with the requirements of the environmental impact assessment in addition to the socio-economic appraisals.

Responsible governance includes citizens sharing with the government the role of "steward" of the environment for the present and for the generations to come and ensuring environmental sustainability is consistent with the principles of sustainable development is paramount.

Challenges facing environmental sustainability:

- Sustainable Development remains conceptual and has not been operationalised at the level of local government planning and management.
- Highly sectoral and compartmentalised understanding of development issues.
- Competing demands of economic and industrial development and resource conservation, pollution control and climate change adaptation.
- Capacity of governments to integrate environmental concerns in its plans and strategies is severely constrained by a lack and poor management of information.
- Knowledge and skills in sustainable development in the civil society sector is limited. Involvement of CSOs and other environmentally active agencies in the area are not institutionalised in government bodies.
- Documentation and dissemination of successful environmental management, technology systems, and local climate change adaptation practices are limited.
- Opportunities for learning from others in similar situations and site conditions are therefore constrained.

Climate change has emerged as one of the most complex and detrimental phenomena exacerbating poverty and human insecurity in the Arab region. Jordan faces challenges as water insecurity, reduced agricultural productivity, and fragility of land and ecosystem services, increasing social and economic vulnerability.

Focusing on the nexus between climate action and human development, the Programme will seek to enhance the capacity of local institutions to effectively implement SDG13 "Take urgent action to combat climate change and its impacts". The Programme will also scale up local partnerships and support financing of climate financing for innovative local solutions that bring benefits across SDGs.

Through a combination of digitalized actions, technical support, training, and "green" grants at the local level, the programme will seek to generate enhanced knowledge of climate-security among key stakeholders at the local and national level, conduct environmental situation analysis, and strengthen capacities to effectively scale-up climate finance for local solutions. The Programme will aim to leverage funding from other institutions, such as Cities and Villages Development bank.

1. Incorporate women, youth, refugees, people with disabilities and elderly in all the activities of citizens' participation: planning, decision-making and monitoring

Delivering on the "leave no one behind" principle, UNDP will work with partners to ensure that all groups of society are involved in relevant project's activities, and in particular women, youth, refugees, people with disabilities and elderly. Explicit action will be taken to confront discrimination and ensure that everyone has a possibility to voice their opinions on local subjects.

Through an outreach, targeted communication, the Programme will seek to develop consultative mechanisms



with youth, women, refugees, people with disabilities and elderly with a view of instilling a culture of partnership within the subnational planning process, which reaches the furthest elements of society.

Gender-related topics will be included in the capacity building activities to help build greater understanding among national stakeholders about the essential gender dimensions and specific tools for achieving gender equality. Specific approaches contributing to gender equity and the inclusion of women and girls, youth, refugees, people with disabilities and elderly will be introduced in the feasibility studies for capital investment, budgeting, procurement and aimed at enhancing general efficiency, effectiveness and accountability in the allocation of available Governorate and Municipal resources.

## 2. Innovation

UNDP's Innovation for development is about identifying more effective solutions that add value for the people affected by development challenges. DLDSP has demonstrated the benefits, including increased transparency, efficiency and effectiveness, of integrating innovative digital solutions within the planning, decision making and project implementation processes on a local and national levels. The Programme will build on the work and achievements of its predecessor, such as Tanmia system, Project Management and Public Relations Management Modules and expand them to other governorates.

## 3. Digitalization

Digital technologies have a strong potential for tackling development challenges. Realizing the value of technical innovations, the Programme will direct considerable effort at digitalizing subnational level accountability and integrity process, directing capital and LED projects towards identifying and implementing innovative solutions to mitigate the impact of COVID-19 and the recovery after the crisis. In the context of social distancing and government's attempts for optimisation of public funds, the Programme will capitalise on the developed digital tools and support the creation of new online IT applications designed to facilitate remote processes needed for the participatory governance, field visits and training.

The Programme will contribute to the actions aimed at developing electronic government. Within its possibilities, it will build applications and systems that allow the interaction of citizens with the municipal administration and the governments.

## 4. Synergies with UNDP Jordan initiatives

For more than 40 years UNDP has been actively contributing to major development gains in Jordan. Working in the fields of environment, inclusive participation, institutional strengthening, sustainable livelihoods, among other development areas, UNDP reaches 2,5 million direct beneficiaries in Jordan.

Acknowledging the benefits that can be unlocked by utilizing the complementarities between different initiatives, UNDP will seek to proactively support coordination and collaboration within the in-house programmatic efforts. In particular, the Programme can benefit from experience of and coordination with UNDP initiatives aimed at strengthening the linkage between local governments, local governments and central government, and local governments and communities: developing new models of community dialogue; establishing knowledge hub to provide technical support to the government on governance-related thematic areas, establishing of multipurpose IT centers in municipalities and governorates, developing crisis risk and early warning system dashboard, etc.



## Monitoring and Evaluation

The Monitoring and Evaluation (M&E) framework for the Programme will be set up with a view to track progress of the Programme's results. As set out in the Programme Monitoring Framework (below), it will be designed to track the progress, assess the efficiency and effectiveness of the implementation and visibility and communication activities.

The EU will be informed of the progress in implementation of the programme through annual progress and final reports as per reporting requirements set out in Articles 3 and 19 of the Annex II to the EU-UNDP Agreement – General Conditions.

In complement to this, narrative updates will be prepared on a quarterly basis against the indicators in the Logical Framework. Quarterly Narrative Updates will monitor against the indicators in the Logical Framework and will be concise, providing updates on achievements, explanatory information where indicators have not been met and identify lessons learned. The annual narrative reports will reflect on broader progress towards objectives using a self-evaluation approach focusing not only on implementation to date but likely results and possible impediments to results over time.

As part of the M&E, the Programme will conduct baseline studies where required to identify a set of measurable quantitative and qualitative indicators of change that will be tracked regularly during the implementation.

A mid-term evaluation by independent evaluator and a final evaluation will be conducted by the request of UNDP Country Office in accordance with UNDP rules and regulations and article 10 of the Annex II-General Conditions.

Table 2: Frequency of the M&E reporting

M&E Benchmarks/Timeline	2020 2021				7037				2023				2024				
	Q3*	Q١	Q1	Q2	Q3	Q4	Q1	Q2	-Q3	Q4	Q1	Q2	Q3	Ó٩	Ql	Q2	Q3
Narrative and Financial Progress Reports				х				х				х				х	
Annual Project Quality Assurance				х				х		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		x				x	
Mid-Term Evaluation			original de la constitución de l					(red diversity of	x			E CONTRACTOR OF THE PERSON OF			<u></u>	***************************************	
Monitor and Manage Risk		x		x	1	x	-	x		х		x		X		х	***********
Quarterly Narrative Updates		х	X	X	x	х	X	х	Х	х	X	x	х	X	х	х	х
Progress Updates for meeting in committees		х	popular annual annual	х		x		х		х		X		х		х	
Final evaluation																Х	

<sup>\* 2020</sup> Q3update (retroactive) will be included in 2020 Q4 update on the whole retroactive period.



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## Governance and Management Arrangements

The Programme will be implemented in accordance with UNDP rules and regulation and guidelines and policies for the Direct Implementation Modality (DIM). Notwithstanding the specific implementation arrangements for this Programme, UNDP, in coordination with the Ministry of Interior, will ensure that Programme implementation will be carried out in coordination with and under the guidance of the Technical Working Group and Operational Working Group.

A two-levels governance structure will be established:

**Technical Working Group (TWG)**: The Programme will be overseen by a Technical Working Group chaired by Minister of Planning and International Cooperation (or his designate), and comprise representatives of the Ministry of Interior, the Ministry of Local Administration, the Ministry of Finance, the EU Delegation in Amman, UNDP and any relevant stakeholder.

The TWG will oversee Programme implementation to ensure the programmes' strategic objectives are met. It will provide the necessary support and facilitation to ensure the effective positioning of the DAILL and to maximize its potential impact and the effectiveness with which it supports the implementation of the new Decentralization Law and the Amended Municipal Law and backstops the process of development of the National Decentralization Strategy and Programme. The TWG will also ensure linkages with the other components in the EU Support to improving integrity and accountability in Jordanian public administration at central and local levels. The TWG will convene annually or as necessary (TORs, Annex 3).

Operational Working Group (OWG): The Operational Working Group will support Programme implementation. It will consist of representatives from the Ministry of Interior, Ministry of Planning and International Cooperation, Ministry of Local Administration, Ministry of Finance, Cities and Villages Development Bank, European Union Delegation, the DAILL Programme Manager, UNDP. The Operational Working Group will be chaired by the Secretary General or the Ministry of Interior.

The Operational Working Group will convene on bi-annual basis or as necessary and provide overall direction of the Programme. It is responsible for ensuring that the Programme remains on course to deliver products of the required quality to meet expected results.

The OWG will approve all major plans and authorise any major deviation from agreed Programme workplans. It will ensure that required resources are committed and will arbitrate on any conflicts within the Programme or will negotiate a solution to any problems between the Programme and any parties beyond the scope of the Programme. The OWG will report to the TWG through the Programme Manager (TORs for the OWG will be drafted during the first 6 months of implementation and subject to approval from the TWG members).

The Programme team will be based at the Ministry of Interior and fully dedicated to the tasks and functions directly connected to the Programme's activities. The Programme team will work in close cooperation with the Director of the Local Development Directorate (LDD) at the Ministry of Interior and the LDD staff.

The Programme Manager will be responsible for the management of the PSU's team, and will maintain a direct and constant working relationship with the UNDP in relation to procurement, recruitment, financial management, reporting and other matters as they arise. The Programme Manager will report to UNDP Country Office's Inclusive Participation and Institutions strengthening pillar team leader and the Deputy Resident Representative and Head of Programme.

The Programme will cooperate closely with the European Union Delegation and other EU supported programmes.

## The Programme Team:

To manage the Programme, a Programme Support Unit (PSU) will be established by UNDP located at the UNDP CO. The PSU staff will also work closely with the Local Development Directorate of the Ministry of Interior. Moreover, UNDP Country Office staff will provide dedicated part-time support to the implementation of this Programme, to ensure efficient and effective delivery of the intended result.

As part of its in-kind contribution to the Programme, MOI will assign dedicated staff/team (one team member per each ministry, outside this Programme budget). Furthermore, the Local Development Directorates (LDDs) in the governorates will provide technical and logistical support to the Programme through assigned focal points.

## **Programme Office Costs**

The Action will cover all costs required to implement Programme activities listed in Annex III —Budget for the Action. Below is the list of Programme staff whose full costs will be charged to the Action:

#### The PSU staff:

- 1. Programme Manager (NOB/7 National TA), to manage the Programme and its deliverables, and to provide coordination of overall technical guidance
- 2. Programme Assistant (SC7/3 National), to support the PM in filing and administrative duties;
- 3. Senior Finance Officer (SC10/3 National), to provide support to the Programme Officer for processing financial and administrative actions;
- 4. Driver (SC3/3 National), to provide transportation support to Programme staff
- 5. Messenger (SC3/3 National), to provide logistical support to PSU and maintain records of daily deliveries; and Provide receptionist support.

## Country Office Staff:

The Action will be charged costs arising from services provided by the Country Office in the implementation of the Programme and include:

- 1. Environmental and Climate Change Officer (NOA Part-time 50% National), to support the PM in the implementation of the activities related to promoting green circular economy, sustainable development, and mitigating the effects of climate change. The Country Office has a very well established Portfolio on "Environment and Climate Change" and has expertise that can render to the programme instead of hiring a programme staff. The Environmental and Climate Change Officer will be in charge of following up the process of mainstreaming environmental consideration into planning process at the local level at the selected governorates. The environmental officer is expected to oversee and follow up all related assignments ensuring the quality of all deliverables submitted by consultants. The officer will be in particular in charge of following the preparation of the local State of Environment report which is a key milestone of the DAIL Programme. She/he shall be working closely with the DAILL programme team. UNDP Jordan's country office Environment Pillar team and related government counterparts and follow up all issues related to environmental sustainability ensuring as well that all project activities are conducted in an environmentally friendly manner. Furthermore, the officer will be the liaison officer with Ministry of environment and the directorates of environment at the target governorates on issues related to the climate change mainstreaming and the preparation of the local state of environment reports.
- 2. Procurement Officer (SC5/3 Part-time 50% National). Responsible for providing support in identification of procurement modalities, facilitating quality, transparent, effective and fast



procurement processes; supporting the Programme in the launch and publicity of procurement processes; advising in Programme procurement evaluation processes; supporting in negotiations with potential contractors (as needed); assisting in the process of contracting, monitoring of contracts. The Procurement Officer will be charged through direct Programme costs for the time spent directly attributable to the implementation of the Action, not exceeding 50% of the working time.

- 3. Translator Interpreter (SC9/1 Part-time 50% National), to provide support in translating documents to Arabic/English for Ministries' staff and to support translations during meetings.
- 4. Communication and Project Visibility Assistant (SC6/3 Part-time 60% National), to implement all communications and visibility activities, and the Communications and Visibility Plan of this Programme. The project will require different communication and visibility activities as per the visibility plan. Capturing success stories is critical and extremely significant to show the impact of the first and second phases of the decentralization programme. The Communication and Project Visibility Assistant will maintain an appropriate degree of communications for the project and in accordance with the EC-UN Joint Visibility Guidelines. The duties will include, but not be limited to: drafting of strategic communications, coordination of the development of promotional materials, drafting of speeches and presentations for public events, reporting (in relation to project communications) via the UNDP website and other fora approved by the stakeholders, management of media relations. The Communications Assistant will ensure that UN-EU visibility guidelines are followed in the implementation of the project activities. Therefore, instead of external expert procurement, the Project will use internal UNDP resources to ensure effective and coherent communication activities, as outlined in Communication and Visibility Plan under the Project.
- 5. Monitoring and Evaluation Officer (Part-time, P3 25%): The M&E Officer will be responsible for identifying, updating and tracking the indicators and implement a relevant M&E system for the project. He/she will be responsible for regular monitoring of the project progress and provide with relevant data analysis and inputs for reporting. S/he will provide input to the project's work for all relevant project outputs. The National M&E will conduct regular field visits to the project sites across the country.

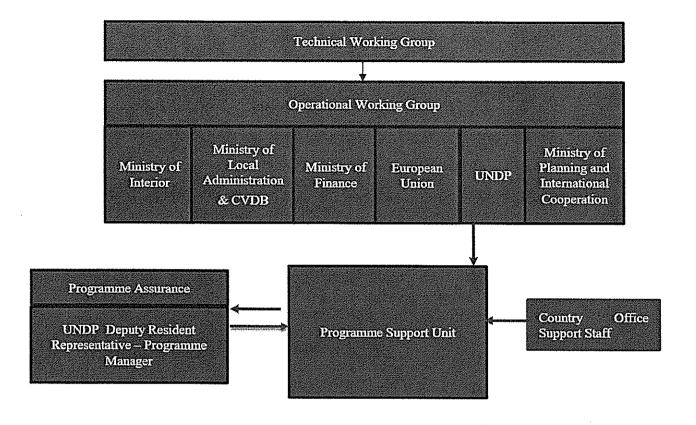
Time sheets will be provided to the Programme Manager by the CO to register time spent by CO staff members to contribute to the DAIL Programme on a monthly basis.

In addition, the Budget for the Action will also provide for:

- External and internal travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
- depreciation costs, rental costs or lease of equipment and assets composing the project office.
- costs of maintenance and repair contracts specifically awarded for the operations of the project office;
- costs of stationary, consumables and supplies specifically purchased for the operations of the project office;
- costs of IT equipment, and IT and telecommunication services specifically purchased for the operations of the project office;
- costs of energy and water specifically supplied for the operations of the project office;
- costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office.



# Programme Organigram





# Legal Context and Risk Management

- 1. UNDP as the Implementing Partner shall comply with the policies, procedures and practices of the United Nations Security Management System (UNSMS.)
- 2. UNDP agrees to undertake all reasonable efforts to ensure that none of the Programme funds received according to the Programme Document are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <a href="http://www.un.org/sc/committees/1267/aq\_sanctions\_list.shtml">http://www.un.org/sc/committees/1267/aq\_sanctions\_list.shtml</a>. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.
- 3. Consistent with UNDP's Programme and Operations Policies and Procedures, social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (http://www.undp.org/ses) and related Accountability Mechanism (http://www.undp.org/secu-srm).
- 4. UNDP will seek to ensure that communities and other Programme stakeholders are informed of and have access to the Accountability Mechanism.
- 5. All signatories to the Programme Document shall cooperate in good faith with any exercise to evaluate any programme or Programme-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to Programme sites, relevant personnel, information, and documentation.

#### Risk Assessment

Decentral	lisation and Local Devo RISK MANAGEN		
Risks	Potential adverse impact	Risk Level (*)	Mitigating measures
Political			
The health emergency caused by the COVID-19 pandemic and the resulting economic (debt) crisis may weaken the government's efforts to maintain stability in the country.	The efficiency of EU support to the GoJ may be impacted.	H	To continuously monitor the situation and maintain close contacts with the government and EC Delegation representatives, and decide timely adjustments if required
The priorities of the GOJ may change and decentralisation, integrity and accountability at the local level might not be considered as vital for the national government.	Planed activities may not be implemented, or governorates and municipalities might have other priorities.	M	The Programme Manager will be in permanent contact with the Ministry of Interior and inform UNDP and the EU regarding the potential changes/delays of the programme.
The absence of budgetary allocations for the implementation of the participatory plans can erode the confidence of citizens towards the governments and municipalities.	will not achieve the expected outputs jeopardising the	M	The focus of this programme lies on capacity building processes; however, the Programme Manager and UNDP will have regular contact with the Ministry of Finance and potential sources of funding for the implementation of the plans.



Decentral	isation and Local Deve		
Risks	RISK MANAGEM Potential adverse impact	Risk Level	Mitigating measures
Lack of political will and collaboration in local authorities that could consider the program intrusive because it promotes an open and transparent administration through citizen participation and the scrutiny of the actions of authorities.	Delays on the implementation of planned activities. Lack of collaboration and limitations on access to relevant information.	M	Regular contact between the EUD, UNDP and the Minister of Interior/Minister of Local Administration in order to have the commitment from local authorities.
Operational/Fiduciary			
Fiduciary risk if UNDP does not perform its duties.	Delays and inability to finalise the implementation as scheduled	M	The implementation of the programme will be closely monitored by UNDP, so as to timely detect any deviation on the implementation of the programme.
Inadequate coordination with sectoral ministries may hinder the design and implementation of the service improvement.	Delays in the implementation and low quality of decisions for the allocation of the technical support	M	The Ministry of Interior and the Programme Manager will monitor the situation in each governorate and establish direct communication lines with the concerned ministry to overcome the coordination problems.
Overlapping and donors' competition supporting the same topics			Strength the leadership of the MoI as responsible of the implementation and enhance the cooperation and coordination with the Ministry of Local Administration and AECID.
Result 1: Accountability and integrity mechanisms are not embedded in the legal framework and in the manuals, procedures and processes at local level	The lack of institutionalisation of these mechanisms in the legal and regulatory framework, in addition to administrative practices, may result in the government failing to achieve	M	National regulations and guidelines need the cooperative and collaborative efforts at national and local levels.
	changes in the culture of local public administration at the end of the programme.		



Decentral	lisation and Local Devo RISK MANAGEN		the control of the co
Risks	Potential adverse impact	Risk Level	Mitigating measures
Result 2: The Jordanian government does not take decisive actions to strengthen fiscal decentralisation and transfer resources for the implementation of the integrated development plans.	processes can be turned into useless exercises, weakening		Reduce the expectations of citizens and local authorities so that they are in accordance with the financial possibilities of the local entities. Fluid and permanent communication with interest groups.
achievement of the SDGs, and the integrated	implementation and changing priorities	M	Selection of the vital actions and concentration of efforts in implementing them.

# Communication and Visibility

All communication and visibility activities will be implemented in accordance with Article 11 of the Financial and Administrative Framework Agreement concluded between the European Union and the United Nations, Article 8 of the Annex II to the EU-UNDP Contribution Agreement (General Conditions) and the Joint Visibility Guidelines for EC UN Actions in the field. A detailed communication and visibility action plan is included in Annex VI to the present EU-UNDP Agreement.

The communications activities will be conducted in close cooperation between all implementing partners and the EU Delegation to Jordan, focusing on high visibility outputs and the impact of the action's results.

The communication and visibility plan for the programme will focus on how to increase the awareness of the EU's role and contribution, in partnership with the UNDP, to the national process of decentralisation, the nature of the support provided to local authorities and how this affects the beneficiary population in Jordan.

DAILL will seek to reach the following target audiences: Government of Jordan (relevant authorities at all levels), beneficiaries (citizens, representatives, public officials, municipalities and CBOs in six Governorates), donor community, media, UNDP, general public. Key messages, tools, communication channels and objectives for each target group are outlined in the Communications and Visibility Plan (ANNEX VI).

Demonstrating the continuity between DLDSP and DAILL and building on the recognisability of the DLDSP logotype, the Programme will use moderately updated version of the existing logo, theme and colour palette. The stylised Jordan map in the logo, which was approved by national and local partners, will include three additional sceneries from the new pilot governorates (Ajloun, Madaba and Tafileh).



Communication and visibility activities will be managed by the DAILL Programme Manager supported by the Programme Assistant, under supervision of the UNDP CO Programme Manager. The activities will be carried out in close coordination with the EU, UNDP and MoI Communication teams.

DAILL's Programme Manager will coordinate all communication and visibility activities with institutional partners, specifically:

- Government of Jordan: Spokesman and Media Officer, Communication Department of the Ministry of Interior
- EU Delegation in Jordan: Programme Manager for Communication, Visibility and Culture and Attaché for Governance and Decentralisation
- UNDP: Senior Advisor for Strategic Partnerships

### Retroactive clause

In order to ensure a successful and efficient implementation of the programme, a retroactive clause has been agreed and put in place by the European Union Delegation and UNDP. It envisages a dedicated core team of DLDSP staff carrying out specific tasks for the period until the EU financing agreement is signed.

Rationale for the retroactive clause:

- In the very specific context of Jordan, the DLDSP team has developed a deep knowledge of the sector and built strong and trustworthy relations with the authorities both at central and local levels, it is therefore essential that the team remains in place and operational to ensure continuity in the activities implementation;
- The new activities have been thought to reinforce and maximise the impact of the past activities as well as to ensure the continuity and deepen the support provided to cover the gaps identified and expand (both technically and geographically) it in order to tackle local governance in a comprehensive way.
- The COVID19 pandemic has also brought to the light some specific weaknesses, but also opportunities, of governance mechanisms at sub-national levels that the programme could address in its current scope and activities framework. Using the momentum of the post-COVID 19 response would reinforce the benefits and results of the current.

The different activities undertaken under the retroactive period, will be reported on by the end of 2020 Q4. Activities under this period were supported by:

- Project Officer
- Messenger
- Research and reporting specialist
- Development of Integrated Territorial Planning Specialist/ to prepare manuals

During this period 8workshops/trainings for 15 people per workshop, and the cost also included transport and travel cost to Governorates, fuel coupons, stationary and office supplies, in addition to office Communications (internet, telecom, mobile, email).



## Annexes

# Annex 1: Logical framework

	Results chain: Main expected results (maximum 10)	Indicators (at least one indicator per expected result)	Baselines (incl. reference year)	Targets (incl reference year)	Sources of data	Assumptions
Impact (Overall Objective)	Public integrity and accountability in Jordan are improved, contributing to better public sector performance and responsiveness to citizens' needs.	Corruption Perceptions Index https://www.transparency.org/cpi2018  **Rule of Law Score** http://info.worldbank.org/governance/wyi/index.as px#reports  **Government Effectiveness Score**	Corruption Perceptions Index 2018: Jordan ranks 58 out of 100 countries **Rule of Law Index**: Score: 0.23 in 2018  **Government Effectiveness Score**: 0.11 in 2018	Improve Jordan's ranking in the Corruption Perceptions Index Demonstrated	Comuption Perceptions Index https://www.transpa rency.ors/cpi2018  **Rule of Law Score**, World Bank  **Government Effectiveness Score***, World Bank	Not applicable
(Specific Objective) Component: Local Governance and Accountability	SO: Local Governance is enhanced through improved accountability and effective and efficient policy making and implementation	Primary government expenditures as a proportion of original approved budget, by sector (or by budget codes or similar) (SDG 16.6.1)	Baseline: to be determined	Target: to be determined	Government statistics	AND THE PARTY OF T
Outputs	Accountability mechanisms and communication lines are implemented and clearly put in place at all institutional and administrative levels of the development processes to ensure coherence and impact.	Number of governorates 'councils and executive councils directly supported with accountability mechanisms for planning, decision-making, implementation and monitoring  Number of staff (disaggregated by sex and age) from institutions benefited from capacity building in allocation of responsibilities, mandates, and lines of communication	Baseline : 3  Baseline : MoPIC capacity development plan	Target : 6  Target : to be determined at a later stage	Programme reports, Evaluation reports, Technical reports  Programme reports	Accountability mechanisms and communication lines are formally adopted by the government institutions
		Quality of accountability mechanisms implemented	Baseline: Compliance and upwards accountability mechanisms	Target: Outcome and downwards accountability mechanisms	Government official publications	There is a sufficient number of CSOs with the mandate, reasonable

	Results chain: Main expected results (maximum 10)	Indicators (at least one indicator per expected result)	Baselines (incl. reference year)	Targets (incl. reference year)	Sources of data	Assumptions
		Number of by-laws and procedures developed/modified	Baseline : 0	Target : 2	Screening of laws and procedures	amount o resources and capacity to tak
		Number of manual and templates developed and adopted	Baseline : 0	Target : 2	Programmic Reports	up monitoring role of the government.
	The policymaking and planning is linked to the financial planning and funding opportunities.	Number of institutions and administrative levels directly supported with development planning, financial planning and attraction of alternative funding	Baseline : 11	Target: 30	Programme reports. Evaluation reports. Technical reports	There i genuine political will b the GoJ t
		Number of staff (disaggregated by sex and age) from institutions benefitting from capacity building in development planning, financial planning and funding opportunities	Baseline: MoPIC capacity development plan	To be determined at a later state	Programme reports	improve performance- based policymaking, supported b
		Number of development plans with integrated financial plan and related funding	Baseline: 3	Target: 6	Development and financial plans	the M& practices, across all t
		Number of capital investment plans drafted	Baseline : 0	Target : 6	Development and financial plaus	MDAs.
		Number of procedures amended related to budget	Baseline : 0	To be determined later	Programme reports	
		Number of manual/templates developed related to budget	Baseline : 0	ANNUAL PROPERTY OF THE PROPERT	Programme reports	
		Number of strategies development for revenue collection enhancement	Baseline : 0	Target : 24	Programmes Reports	
	Development plans are carried out to improve service delivery and development opportunities.	Number of institutions and administrative levels directly supported with the localisation of the SDGs in their planning	Baseline: 0	Target: 30	Programme reports, Evaluation reports, Technical reports	There continuous political will the GoJ
		Number of staff (disaggregated by sex and age) from institutions benefitting from capacity building	Baseline: MoPIC capacity	To be determined later	Programme reports	contribute the SDGs
And the second s	Application of the property of	in SDG planning  Number of national benchmarks defined related to	development plan Baseline : 0	Turgets: 8	Development and financial plans	Private servi delivery actor are included and willing



	Results chain:	Indicators	Baselines	Dergate	Sources of data	Assumptions
	Main expected results (maximum 10)	(at least one indicator per expected result)	(incl. reference	(incl. reference		
		localisation of SDGs  Proportion of population (by sex and age) satisfied	year) Baseline : 0%	yen) Target : 30%	Statistics on population and	contribute to
		with their last experience of public services (16.6.2)  Number of M&E tracking mechanisms in place	Baseline : 0		survey results Programme reports	The state of the s
		Number of enhancement strategies in place	Baseline: 0	Target : 30  To be determined	Programme reports	
				at a later stage		
1. Accountab	ility mechanisms and communication lines are	implemented and clearly put in place at all institut	ional and administ		elopment processes to	ensure coherence
and impa	ict.				- •	
Result 1.1	Revision and enhancement of the legal and regulatory framework of decentralisation concerning authority and accountability lines at governorate and municipal levels.	Proposal for the enhancement of the decentralisation and municipal laws is presented to the government considering the upwards, downwards and political accountability systems.	2021		Records of the Prime Minister's Office	Political will by the GOJ for the updating and enhancement of the legal
		Internal controls systems embedded in the manuals for PEM revisited and updated considering the accountability lines.				framework
Result 1.2	Strengthen the elected councils by providing them technical support and training	Two training courses per year delivered to the governorate, numicipal and local councils of the area of intervention.		Transfer of the state of the st	And the same of th	
		One training course per year is tailored to female councillors at the governorate, municipal and local levels.	Language Art. Water-Cent			The property of the property o
Result 1.3	Develop manuals and templates to allow deconcentrated services to report to the elected and executive councils.	3 manuals developed for analysing the data and reporting about the delivery of health, education, social services and local economic development in each governmente.				
		Quarterly meetings organised between first-line service providers with councillors to review the implementation of the annual operational plans and budgets in each governorate.				
		Elected councils and executive councils receive monthly reports from the Local Development Unit reflecting the state of socio-economic development				

	Results chain: Main expected results (maximum 10)	Indicators (at least one indicator per expected result)	Haselines (incl. reference year)	Targets (incl. reference year)	Sources of data	Assumptions
		in their jurisdictions.				
2. The policy n	naking, and planning is linked to the financial	planuing and funding opportunities.	######################################			
Result 2.1	Support the development of methodologies, manuals and templates for the drafting of integrated development plans with the active participation of the critzens.	One manual for integrated development planning for governorates is drafted, tested and applied in six governorates.				
		One manual for participatory integrated development planning for municipalities is drafted, tested and applied in the municipalities of the 6 governorates.				
		One manual for participatory planning at local level is developed, tested and applied in the local councils of the six governorates.				
Result 2.2	Update and improve the legal and regulatory framework for drafting capital investment plans and support MOLA and the municipalities in preparing them	The regulations and laws for subnational public expenditure management are revisited and updated.				
		The regulations of the Ministry of Finance concerning the Capital Investment Planning and annual budgetary allocations for governorates are adopted at governorates.		Account Communication Communic		en propagato de propagato de la constanta de l
		The rules for the drafting of capital investment plans for municipalities and the funding of these planes are revisited and updated.	N.A. Michigan Principal Control of Control o	NAMES OF THE PARTY		
Result 2.3	Design and promote improvements to the fiscal decentralisation system and promote full disclosure of governorate and municipal budgets via the utilisation of E-	Proposal for the sequenced and asymmetric fiscal decentralisation for governorates is presented to the Ministry of Finance				
	government tools.	Proposal for the improvement of the fiscal decentralisation at municipal level is presented at Ministry of Local Administration.				
Result 2.4	In coordination with MOLA and MOF, revise, update and propose modifications to current procedures and manuals to find ways to improve revenue collection and	Analysis of the local revenue collection over the last 5 years conducted at each of the municipalities of the 6 six governorates.				



	Results chain: Main expected results (maximum 10)	Indicators (at least one indicator per expected result)	Baselines (incl. refere year)	Targets nce (incl. reference year)	Sources of data	Assumptions
	develop strategies at the municipal level.	Plan for the enhancement of local revenue collection developed and implemented at municipal level.	:	:	:	
	when any other care.	Full disclosure and access to information of the budget implemented at municipal level and district levels.	1	·		
3. Developmen	it plans are carried out to improve service del	ivery and development opportunities to respect the	social contract.			
Result 3.1	Support the process of SDG localisation to advance on their implementation at local levels.	An updated report on the SDGs implementation at governorate level issued through Tanmiah Tool.  Report on the progress on the implementation of		A MARKET MARK VALVE WAS COMMON TO BE VISITED TO		
		the SDGs at the municipal level (SDG 11 and SDG 16) issued.				To the Age of the Age
		Report on the progress on the implementation of the SDG 5 'Achieve gender equality and empower all women and girls' at governorates, municipalities and districts.				december of the second of the second
Result 3.2	Develop strategies and capacity building for lagging behind municipalities and governorates to improve their planning, implementation and monitoring capacities and to access international cooperation resources and CVDB credits to improve their indicators.	Potential sources of funding for municipal development plans idenlified and assessed.  Criteria for the allocation of credits and grants to lagging behind municipalities drafted and presented to the Ministry of Local Administration.				
		Annual training courses for the drafting of development plans delivered for all the municipalities.				
		Training courses for the formulation of capital investment plans delivered at municipal level.				
		Analysis of the portfolio of DVDB and plan for the improvement of the solvency and creditworthiness of municipalities implemented.				
Result 3.3	Develop a "localised SDGs monitoring system" to track the progress on the achievement of the SDGs.	Tools for communities to assess the implementation of SDGs at district level developed and applied.		1		
		Tools for CSOs for the monitoring on the progress on the achievement of SDGs developed.	<u> </u>		And the control of th	

Results chain; Main expected results (maximum 10)	Indicators Baselines Targets Sources of data Assumptions (at feast one indicator per expected result) (incl. reference (incl. reference year)	San Samuel States
Result 3.4 Provide technical support for the monitoring and evaluating of the implementation of the development plans.	Methodologies, templates and training for the monitoring and evaluation of the implementation of the local development plans validated and applied.	V.



### Annex 2: Work Plan

## Work Plan 2020-2024

DAILL Management arrangements (including logistical and administrative)  -Programme oversight and management structure  -Implementation modalities  -Monitoring framework and Evaluation  A. Setup of the Programme Support Unit (PSU) and supplement the organization of the Local Development Directorate (LDD)  - Hire the PSU's stoff according to the TORs and job descriptions in the Programme Document  - Obtain a new office at the LDD MOI  - Procurement of furnitura, laptops, lease line internet and heavy-diag capiers for the PSU (2 rooms/offices with XXVI staff)  B. Retroactive! Inception period for preparations and arrangements  C. Establishment of the LDD teams at the central (LDD:MOI&MOLA) and local level (GLDDs and MLDUs) and procurement of Inprops for the teams  Formulation of the Technical Working Group (TWG) and Operational Working Group (OWG)  E. Establishment of the eco-virual training center at MoI to teduce expenditures and emphasis green	Activity	Duration: year (quarter)																	
DAILL Management arrangements (including logistical and administrative)  -Programme oversight and management structure  -Implementation modalities  -Monitoring framework and Evaluation  A. Setup of the Programme Support Unit (PSU) and supplement the organization of the Local Development Directorate (LDD)  - Hire the PSU's stoff according to the TORs and job descriptions in the Programme Document  - Obtain a new office at the LDD MOI  - Procurement of furnitura, laptops, lease line internet and heavy-diag capiers for the PSU (2 rooms/offices with XXVX staff)  B. Retroactive Inception period for preparations and arrangements  C. Establishment of the LDD teams at the central (LDD:MOI&MOLA) and local level (GLDDs and MLDUs) and procurement of laptops for the teams  D. Formulation of the Technical Working Group (TWG) and Operational Working Group (TWG	Year	2020 2021						2022				Γ	20	123		2024			
-Programme overzight and management structure -Implementation modalities -Monitoring framework and Evaluation  A. Setup of the Programme Support Unit (PSU) and supplement the organization of the Local Development Directorate (LDD) - Hive the PSU's stoff according to the TORs and job descriptions in the Programme Document - Obtain a new office at the LDD MOI - Procurement of furnitura, laptaps, lease line internet and heavy-day copiers for the PSU (2 rooms/offices with XXIX staff)  B. Retroactive! Inception period for preparations and arrangements - Establishment of the LDD teams at the central (LDD:MOIAMOLA) and local level (GLDDs and MIDUs) and procurement of laptaps for the teams D. Formulation of the Technical Working Group (TWG) and Operational Working Group (TWG) and Operational Working Group (OWG)  E. Establishment of the eco-virtual training center at MoI to teduce expenditures and emphasis green	Quarter	34	1±	l"	254	310	42	l"	2**	3:6	10	l*	255	3 <sup>rd</sup>	4=	1=	3.rr	314	10
- Obtain a new office at the LDD MOI - Procurement of furnitura, laptops, lease line internet and heavy-claim, capiers for the PSU (2 rooms/offices with XXXX staff)  B. Retroactive / Inception period for preparations and aarangements  C. Establishment of the LDD teams at the central (LDD:MOI&MOLA) and local level (GLDDs and MLDUs) and procurement of laptops for the teams  D. Formulation of the Technical Working Group (TWG) and Operational Working Group (OWG)  E. Establishment of the eco-virtual training center at MOI to reduce expenditures and emphassis green	Programme oversight and management structure  Implementation modalities  Monitoring framework and Evaluation  A Servy of the Programme Support Unit (PSU) and supplement the organization of the Local Development Directorate (LDD)  Hire the PSU's staff according to the TORs and job descriptions in the Programme	lminis	raive	9															
Outcome 1: Accountability mechanisms and communication lines are implemented and clearly put in place at all institutional and	- Obtain a new office at the LDD MOI - Procurement of furnitura, laptops, lease line internet and heavy-day, copiers for the PSU (2 rooms/offices with XXLY staff)  B. Retroactive ! Inception period for preparations and arrangements  C. Establishment of the LDD teams at the central (LDD:MOI&MOI.A) and local level (GLDDs and MIDUs) and procurement of laptops for the teams D. Formulation of the Technical Working Group (TWG) and Operational Working Group (TWG) and Operational Working Group (GWG)  E stablishment of the eco-vurtual training center at MOI to reduce expenditures and emphasis green economy and keep on the distancing (impact of COVID-19)			f*	A THE PARTY OF THE		- Carlows and The Carlows and			the state of the s	MANAGONA PROPERTY		aus de deutsche aus der deutsche deutsc			The state of the s		Average de la constant de la constan	

Output 1.1: Revision and enhancement of the legal and regulatory framework of decentralisation concerning authority and accountability lines at governorate and municipal levels.

Activity							1	Durati	on: ye	ar (qı	sartes	•)						
Year	20	)20		20	21		2022					20	123		2024			•
Quarter	3"	14	1 <sup>24</sup>	224	3*4	4±	115	2**	3rd	4°	je.	25.8	3™	14	] <sup>Z</sup>	2**	310	4°
1.1.1 Accountability and decision-making authority are clearly defined in each stage of the local development planning process and the implementation of programmes, Programmes and activities at the governorate and municipality level through the development, adaptation and adoption of policies, laws, by-laws, decrees, procedures and manuals																		
1.1.2 Review and suggest improvements to the existing legal and regulatory framework, including, the legislation outlined in point 1.1.1 at the early and later stages of the programme.																		
1.1.2.1 Mapping the existing instruments regulating accountability and decision-making authority in each stage of the local development planning process and implementation of programmes. Programmes and activities at the governorate and municipality level.														The state of the s				
1.1.2.2 Review the local strategic planning procedures' regulations developed by DLDSP in collaboration with local and national stakeholders involved in the process of local development planning, to be finalized on specific ways to streamline existing legal and regulatory framework with a view of increasing efficiency and accountability of the local planning processes.													an unantros una decimiente de la companya de la com	H. M. Tarantara and Tarantara		- Paris and Artistation and Ar	TO THE PARTY OF TH	
1.1.2.3 Field test 3 manuals related to local, accountable strategic planning process at the CBOs, municipalities and governorate levels.																		
11.24 Organize regional workshops for the stakeholders at the governorate and municipal levels to validate the report and set the plan for adoption of the recommendations.																		



	Activity	Duration; year (quarter)																	
Year		2020 2021			2022				2023					20	24				
Quarter		310	422	j <sup>2</sup>	254	312	4 <sup>st</sup>	1"	5==	3ºª	1*	Ja	200	3té	1#	Į st	224	311	1 <sup>th</sup>
coordination at																			
1.1.3.1	Mapping the existing vertical and horizontal communications at the national and sub national level during the planning, budgeting, plan-budget implementation and M&E phases to identify gaps and bottlenecks providing recommendations for improvements																		
1.1.3.2	Organize regional workshops for the stakeholders at the governorate and municipal levels to validate the findings and set the plan for adoption of the recommendations.																		
1.1.3.3	Field test all recommendations as part of the 3 manuals related to local, participatory strategic planning process at the local level, municipalities and governorate levels.																		
1,13,4	In line with implementation of activity L.1.2, suggest improvements to the existing legal and regulatory framework based on the tested measures to enhance the horizontal and vertical coordination at the national and local level.																	(E)	
1.1.3.5																			
1.1.3.6	Develop an action plan to enhance women civil servants' role in horizontal and vertical communication and policy coordination at the national and sub- national level																		

	Activity								Durat	ion: y	ear (q	uarte	r)						
Yеar		30	920		20	21			20	)22			20	)23			20	24	
Quarter		314	14	l <sub>n</sub>	224	3**	1,0	I <sup>st</sup>	2**	314	4 <sup>±</sup>	l <sup>n</sup>	2 <sup>z,1</sup>	314	1400	12	256	314	42
Output 1.2 Strengthe	n capacity of the elected councils by provide	ding ti	iem n	üh tec	knica	l supp	ort ar	d trail	ning n	ith for	us on	gend	er mai	ustrea	mung	A E	3 / 1		
provide forma	e implementation of activity/output 1.3, al training to elected and appointed governorate and municipality levels												<u> </u>	<u> </u>					
1.2.1.1	Provide training on concepts of local governance, accountability and integrity, gender equality, fiscal justice and Gender-Responsive Budgeting, implicit bias and discriminatory attitudes, M&E, Programme management, Advocacy, and community engagement	Į.		47															A Commence of the Commence of
1.2.1.2	Renew (if necessary all or one of them) the partnership with the University of Jordan, The Hague Academy, Arab Administrative Development Organisation ARADO and seek cooperation with other entities (Jordanian Anti-Corruption Commission, OECD, etc.) to design and provide training programmers for elected councils, including on the link between gender equality and effective decentualization, the promotion green circular economy, sustainable development, and minigation the effects of climate change.	THE THE PROPERTY OF THE PROPER					The state of the s				, and the same of								
	e implementation of activity 1,2,1.1 and														1		988		
1.3.3.3. provid	e on-job training  The role of the council and councillors in the drafting of mid-term participatory development plans, capital investment, and recurrent budgeting, procurement and Programme implementation;		•																
1.2.2.2	Setting M&E plans which consistently include gender metrics to collect disaggregated data on women, girls, boys and men and geographic location																		
1.22.3	Interact with Tanmish Tool's Public Relations Management (PRM), to be engaged with their communities and																		



Activity								Durat	ion; y	ear (q	uartei	·)						$\Box$
Year	24	)20		20	21	************		20	22			20	23			20.	24	*********
Quarter	318	7,25	1**	2=4	311	4 <sup>th</sup>	111	2=4	374	1*	15	2**	3re	<b>†</b> ±	1×	2***	3rª	4ª
constituents;	T-			2.50							200			†		59.9		
1.2.3 Support female elected and appointed councillors and, train all councillors on gender equality and the roles of women and men in politics, public administration and development with concentration on gender sensitivity in local development.  1.2.3.1 Mainstream gender into the																		
participatory local strategic planning process with a specific focus on gender budgeting																		
1.2.3.2 Develop training courses on gender equality and women's empowerment and the roles of women and men in development and local administration																		
1.2.3.3 Identify and promote adoption of specific consultation methods for elected and appointed counsellors to find out and learn about views, concerns and needs of women in local development																		
Output 1.3 Develop manuals and templates to allow deconcer	trated					larted				preile			<u> </u>					
1.3.1 Identifying a list of Performance Measures (PMs) per sectors at the local level in line with the current regulatory framework, the endorsed methodologies/procedures of Public Expenditure Management (PEM) and the local governance monitoring and evaluation (M&E) best practices.										Jiens.						1		
1.3.1.1 Identify a list of gender-sensitive Performance Measures and indicator per sectors at the local level in line with the current regulatory framework																		
1.3.1.2 Identify performance measures and indicators for the elected representatives and the elected counci towards their constituents.																		
1.3.1.3 Identify performance measures and indicators for the local civil servants sectoral directorates and the executive council towards elected councils.																		
1.3.1.4 Identify performance measures and indicators for the local																		

Activity							1	Durat	iou: ye	ear (q	uartei	)						
Year	20	)20		20	21			20	22			20	23			20	24	
Quarter	318	44	1**	254	3**	i,	l <sup>n</sup>	2°2	314	4°	34	2 <sup>n.3</sup>	314	4 <sup>4</sup>	1 "	250	318	40
administrations authorities, including all its components towards central government.																		
1.3.2 Draft and apply the M&E manual as part of PEM to demonstrate the formal mechanisms of accountability, procedures for the identified PMs/performance indicators in line with PEM manuals and procedures (planning, budgeting, and Programme implementation at the governorate and municipality levels); to enhance:																		
1.3.2.1 The political accountability of elected representatives to their constituents regularly between elections.																		
1.3.2.2 The horizontal/managerial accountability of local civil servants to elected representatives																		
1.3.2.3 Upward accountability: to enhance proper responsibility of local administrations/authorities to the central government															·			
1.3.3 Institutionalising the practices of accountability and transparency through utilising the reports and online resources of the Tanmiah Tool and mainstreaming its use across central and local levels.																		
1.3.3.1 Work with relevant institutions (Mol. Mol.A) to institutionalize and mainstream the practices of accountability and transparency through utilising the reports and online resources of the Tanmiah Tool																		
1.3.3.2 Regional Information System (RIS): The socio-economic and services database will be expanded to ensure availability of accurate data disaggregated by gender, age and location for the newly selected governorates (Ajloun, Madaba and Tafileh) and a total of 34 new					AND THE PARTY OF T													



	Activity							1	Durati	ion: ye	ear (q	uarter	-)						
Year		20	20		20	150			20	22	**********		20	)23			26	924	
Quarter		314	422	J <sub>ix</sub>	2"	314	412	1 <sup>n</sup>	<u> 2</u> 54	3rd	4 <sup>±</sup>	14	2**	3 <sup>td</sup>	4 <sup>⇔</sup>	1°	254	315	10
	municipalities under the three governorates. Through the RIS, the development gaps will be confirmed at the municipal and governorate levels. The development strategy-plan reflects solutions for community development needs and bridging the development gaps.																		
1333	Programme Management System (PMS): The PMS would continue working on the 12 governorates, however, moving forward with further improvements. The PMS will be tailored to serve a total of 42 municipalities in the six selected governorates.						THE PERSON OF TH												
1,33.4	Tanmiah Tool's Interactive Community Component (PRN): create a platform to inform the public of the progress of development Programmes, indicators and expenditures. This approach is expected to nutrure the accountability of the data and indicators generated as well as strengthen the culture of transparency within the local and central government levels.								(3) (3)										
1.3.3.5	By using state-of-the-art technology, link the M&E unit at the Prime Minister's office with the Ministry of Interior and Ministry of Local Administration		*****				- Land												
Output 2.1 Sv	licy-making and planning are links oport the development of methodologies, m the active participation of the citizens espe	anual	s and	temp	-				•	••			throu	gk a p	articit	etory	and c	onsul	ative
2.1.1	Increasing the accessibility to an accurate and reliable socio-economic, environmental, and institutional data at sub-national levels disaggregated by gender, age and location on public																		

49

Activity								Durat	ion: ye	ear (q	uarter	)						
Year	20	20		20	21			20	22			20	23	***************************************		20	24	
Quarter	374	14.0	1 <sup>11</sup>	264	324	4±	1 <sup>s1</sup>	2**	3 <sup>rd</sup>	4^	1=	2 <sup>n.‡</sup>	3rt	12	12	2**	3rd	4**
services delivered at the governorates taking into account their accountilative impact on women who are most often the main users of local services, including the municipal services as following:																		
2.1.1.1 The quantitative data and indicators concerning the public services and their end-users (disaggregated by gender) at the governorate and the municipalities level			***************************************															***************************************
2,1.1.2 The qualitative data concerning the quality of service provision for citizens including citizens with disabilities and tracking any difference in perception of quality based on gender and duability												The state of the s						
2.1.2 Revise and update the set of guidelines, procedures and manuals for Integrated Development Plans and PEM at the governorate and municipality levels by including in the guidelines methodologies for gender responsive and citizen participatory approaches to planning.									and the second s									
2.1.3 Develop new guidelines, procedures and manuals for financial management and Programmes implementation (procurement) and Programme management/implementation) at the governorate and municipal level, connecting the annual operational plans and budgets (recurrent and capital) with the mid-term Integrated Development Plans.										Woodship Control of the Control of t				Partition of the Partit				
2.1.4 Transform the developed and revised Integrated Development Planning and PEM guidelines, procedures and						******												



	Activity							1	Durati	on; y	ear (g	uaster	•)						
Year		20	20		20	021			20	22			20	)23			20	24	
Quarter		314	4**	J <sup>st</sup>	25.5	3**	4 <sup>th</sup>	1 <sup>171</sup>	262	314	14	114	244	314	45	۱×	2**	3rd	4 <sup>tz</sup>
	manuals into user-friendly training materials for each phase of PEM (trainers and trainees manuals).													***************************************					
2.1,5	Provide TOT to the selected trainers from DLDSP (2017-2020) on the training material ensuring maximum women's participation																		
2.1.6	Provide formal and on-the-job training to LDDs and Planning committee and related stakeholders to update the development reports and the strategic plans of Irbid, Al Balqa and Aqaba governorates and provide technical support to develop new development reports through a participatory censultation process and Integrated Development Plans for Ajlout, Madaba and Tafileh governorates.					- Andrews - Andr													
2.1.7	Provide formal and on-job training to planning and budgeting committees and related stakeholders at the local level to prepare annual budgets taking into account resource allocation and revenue generation from a gender equality perspective and implement planned Programmes of Irbid, Balqa, Aqaba, Ajloun, Madaba and Taftleh governorates.				A CONTRACTOR OF THE PROPERTY O			- The state of the		THE PROPERTY OF THE PROPERTY O									1
2.1.8	Provide technical support to develop new development reports and integrated Development Plans in a consultative process including representatives for persons with disabilities and Environmental situation analysis consisting a mapping for decision makers																		
Output 2.2 Update a gender-responsive.	and improve the legal and regulatory frame	work,	for dr	afting	capite	il inve	stmen	plans	and s	иррог	i mur	icipal	iúes i	ı prep	uring i	hem a	nd m	iking	then
2.2.1	Institutionalise the integrated local planning framework (supported and tested by DLDSP from 2017 to 2020)																277475		100000

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	Activity							1	Durat	ion: y	ear (qı	uartei	r)						
Year		2	020		20	21			20	)22			20	23			20	24	
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	to be implemented, monitored and evaluated by the Executive Councils chaired by the governors) and local authorities (Governorate and Municipal Councils) at the sub-national level																		
22.3	In line with the implementation of activity 1.1, 1.3 and 2, and in close coordination with MOF, MOI, CVDB and MOLA revise and enhance the legal and regulatory framework of decentralisation concerning the drafting of capital investment plans at governorate and municipal levels through the development and adoption of visions, operational policies, laws, by-laws, procedures and regulations.  Develop a proposal for the institutionalisation of sectoral carmarked grants and block cential																		
	grants for governorates and municipalities within the framework of the decentralisation of the capital investment budget.																		***************************************
2.2.4																			
225	Organize public, local consultations on capital investment plans with representation of women and men in which the gendered impact of capital investment plans are presented			***************************************															
Output 2.3 Design	and promote improvements to the fiscal deco	mra	lisatior	ı syste	m and	ргом	ote fu	ll discl	озите	of go	emor	ale an	ส์ พบท	icipal	budge	ts.	W.S.		ârga;
2.3.1	Revise and update the regulations, processes, procedures and manuals for financial management and Programme implementation at governorate and municipal levels.																		
23.2	Increase accessibility to accurate and reliable financial data and financial indicators through periodic reports at																		



Activity								Durat	ion: y	ear (q	uartes	)						
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Quarter	3 <sup>rd</sup>	4 <sup>th</sup>	] <sup>tt</sup>	2 <sup>z,t</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	1 <sup>n</sup>	214	3:4	14	12	254	344	4 <sup>th</sup>	1 %	2**	3 <sup>rd</sup>	4 <sup>th</sup>
governorate and municipality levels all financial management aspects at a local level, including local revenu planning and Program implementation and expenditure.	he es,	•						12								O.		
contribute to the provision of ba services at the governorate a municipalities level  2.3.3.2 Provide financial support/grants Pilot a series of integrated Li initiatives assessed as press needs to tackle the deficienc contributed directly to	ent ls. ls. hhe its ls. hhe its ls. he its l		The state of the s	The second secon			The state of the s	The state of the s			Assessed in				The state of the s			

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	recommendations for further development.																		
2.4.2	In close coordination with MOLA, prepare new systems, processes, proceedures, manuals, and training materials to unprove the collection of taxes, fees and charges at the municipal level																		
2.4.3	Conduct TOT to the selected trainers on the training material maximusing women's representation								1	900 in 1920.									T
2,4,4	Provide formal and on-the-job training to LDUs, the finance department, and relevant stakeholders.																		
Output 3. 3.1.1	1: Support the process of SDG localization to Provide technical support to implement the integrated Development Plan and track the capacities at the Governorate and Municipal levels to identify the allocation of resources and investment	adva	nce or	their	imple	mentai	ion a	local	levels					District in					
3.1.2	and the second and the second and the second and the performance of local entities and a measurable positive impact on local development outputs, and in the midtern the development outputs.																-		
3.1.3	Conduct a participatory process for the drafting of the service improvement plans, of the services prioritised through surveys and consultations with communities and local councilsto ensuring maximum representation of men, women, youth, refugees, people with disabilities and the elderly			***************************************						WARRANT TO THE TIME TO THE TIM									
3.1.4	Assess the progress as a result of the implementation of the service improvement plans with the active participation of the communities, CSOs and other stakeholders through the																		282///



	Activity							1	Durati	ion: y	ear (g	uartei	7)						
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Quarter		314	42	l"	254	314	4 <sup>tc</sup>	1 <sup>n</sup>	244	3**	1#	1"	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>±</sup>	1*	2*4	314	10
	organisation of public hearings ensuring the active participation of women, youth and elderly.																		
Output 3.2 Develop capacities and to ac-	strategies and capacity building for lagg cess international cooperation resources an	ing b	ekind DB cre	munic dits to	ipalit. impr	es and	d gove eir ina	ernora licator	iles to	impre	ne ik	cir pli	ુમાં <b>મ</b> ા	, împ	lem en	tation	and m	onico	ring
3.2.1	Improve core administrative and operational functions of the Governorate and the Menicipality to enhance efficiency, effectiveness and accountability in the illocation of the available resources. This includes feasibility studies for capital investment, budgeting, procurement, accounting, reporting and auditing while introducing specific approaches for contributing to gender equality and youth																		
3.2.2	Improve the organisational and individual capacities for the identification, drafting and financing of development projects based on the social, economic, environmental and financial feasibility taking into consideration zender concerns.																		
3.2.3	Provide technical support to MOI, MOIA and MOF to update the draft of decentralisation national capacity building plan in line with the implementation of capacity building programs in the six selected governorates.																		
Output 3.3 Develop	a "localised SDGs monitoring system" to to	rack	he pro	gress	on the	achie	vemer	u of th	e SDC	is dise	ggreg	ated b	y gen	der, az	rė, an	l disa	bilin.		
3.3.1	Develop a localised SDGs monitoring system through utilising the Tanmish Tool, the data from the Hashemite Kingdom of Jordan Department of Statistics (DOS), sectoral ministries reports and mainstreaming its use across central and local levels to track the achievement of a selected number of SDGs.	1																	

		Activity								Durati	ion: ye	ar (gi	uarter	)						
Year	-10		2	020		20	21			20	22			20	23			26	24	
Quarter			312	14	i"	254	314	1ª	1"	250	316	4°	Ju.	2**	3"	40	12	2**	314	4 <sup>th</sup>
	3,4,1	Provide on-the-job training to technical support to LDDs, executive councils, elected councils and related stakeholders at the local level to monitor and evaluate the implementation of development plans as stated in the M&E manuals and guidelines and their impact on gender equality and inclusiveness the local level																		AND THE PROPERTY OF THE PROPER
	3.4.2	Provide technical support to the selected governorates and municipalities to prepare periodic M&E reports the implementation of development plans and their progress on the achievement of the SDG considering national benchmarks to be incorporated in the governorate annual development reports			The state of the s										100					
	3.4.3	Provide on-the-job training to stakeholders at the local level to use M&E indicators within the Tanmath Tool and organise public hearings with communities maximusing representation of women.																		
	3.4.4	Establish local consultative coordination mechanisms that invites CSOs advocating for the rights of persons with disabilities to assess and evaluate local development plans.																		



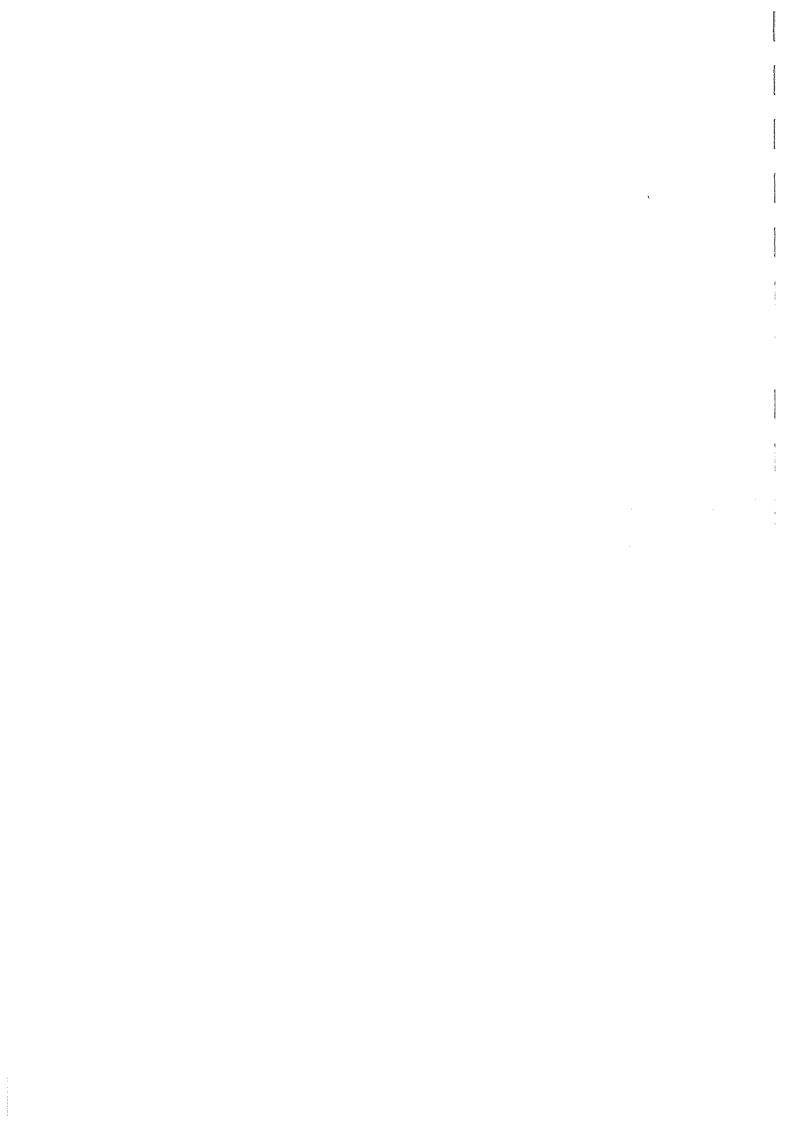
# Annex 3: Technical Working Group Terms of Reference

The Technical Working Group (TWG) is responsible for making by consensus, management decisions when guidance is required by the Programme Manager, including recommendations for UNDP/Implementing Partner approval of project plans and revisions, and addressing any Project level grievances. In order to ensure UNDP's ultimate accountability, Project TWG decisions should be made in accordance with standards that shall ensure management for development results, best value money, fairness, integrity, transparency and effective international competition.

Specific responsibilities of the TWG include:

- Provide overall guidance and direction to the project, ensuring it remains within any specified constraints:
- Address project issues as raised by the Programme manager;
- Provide guidance on new project risks, and agree on possible countermeasures and management actions to address specific risks;
- Review the project progress, and provide direction and recommendations to ensure that the agreed deliverables are produced satisfactorily according to plans and activities are implemented;
- Appraise the annual project implementation report, including the quality assessment rating report; make recommendations for the workplan;
- Provide ad hoc direction and advice for exceptional situations when the Programme manager's tolerances are exceeded;
- Assess and decide to proceed on project changes through appropriate revisions.
- Ensure that there is a coherent project organisation structure and logical set of plans;
- Monitor and control the progress of the project at a strategic level;
- Ensure that risks are being tracked and mitigated as effectively as possible





# **ANNEX II**

# **GENERAL CONDITIONS**



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### **Article 1: Definitions**

Action: the cooperation programme or project partly or wholly financed by the EU,

which is carried out by the Organisation as described in Annex I. Where reference is made to the Action or part of the Action financed by the EU Contribution, this refers both (i) to activities exclusively financed by the EU

Contribution and (ii) to activities jointly co-financed by the EU.

Contractor: a natural or legal person with whom a Procurement Contract has been signed.

Days: calendar days.

Early Detection

and Exclusion System: a system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October

2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015), which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of

financial penalties.

End Date: the date by which the Agreement ends, i.e. the moment of the payment of the

balance by the Contracting Authority in accordance with Article 19 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 20. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date shall be postponed

until the completion of such procedure.

Final Administrative

Decision: a decision of an administrative authority having final and binding effect in

accordance with the applicable law.

Final Beneficiary: a natural or legal person ultimately benefitting from the Action.

Force Majeure: any unforeseeable and exceptional situation or event beyond the Parties'

control which prevents either of them from fulfilling any of their obligations under the Agreement, which may not be attributed to error or negligence on either part (or on the part of the Grant Beneficiaries, Partners, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the

defaulting Party.

Grant: a direct financial contribution by way of donation given by the Organisation

or a Partner to finance third parties activities.

Grant Beneficiary: a natural or legal person to whom a Grant has been awarded. Grant

Beneficiaries can sub-grant and procure for the implementation of their

activities.

Grave Professional Misconduct: any of: a violation of applicable laws or regulations, in particular the Organisation's Regulations and Rules, or ethical standards of the profession to which a person or entity belongs, including any conduct leading to sexual or other exploitation or abuse, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence. Indicator: the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure the achievement of the Results of an Action. Internal Control System: a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives: a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned. International Organisation: an international public-sector organisation set up by international agreement (including specialised agencies set up by such organisations), or an organisation assimilated to international organisations in accordance with the EU Financial Regulation. Member State Organisation: an entity established in a Member State of the European Union as a public law body or as a body governed by private law entrusted with a public service mission and provided with adequate financial guarantees from the Member State. Multi-Donor Action: an Action co-financed by the EU Contribution (whether or not earmarked) and other donor(s). Outcome: the likely or achieved short-term and medium-term effects of an Action's Outputs. Output: the products, capital goods and services which result from an Action's activities. Partner: an entity implementing part of the Action and being a party to the relevant Contribution Agreement together with the Organisation. Procurement Contract: a contract signed between the Contractor and either the Organisation or a Partner under which the Contractor provides services, supplies or works. Regulations and Rules: regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation. Result: the Output or Outcome of an Action.



# Sound Financial Management:

a principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including all aspects of internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

### Article 2: General obligations

### Implementation of the Action

2.1 The Organisation is responsible for the implementation of the Action described in Annex I, regardless of whether the activities are performed by the Organisation itself, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

### Responsibility

- 2.2 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due degree of professional care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. The Organisation shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Action.
- 2.3 The Organisation shall have full financial responsibility towards the Contracting Authority for all funds, including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-thespot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU Contribution is effectively carried out and implemented correctly. The Organisation shall inform the European Commission and the Contracting Authority of irregularities and fraud detected in the management of the EU Contribution and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs.

### Other obligations

2.4 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.6, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.

- 2.5 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action This obligation concerns in particular (i) substantial changes affecting the pillar assessment undergone by the Organisation or (ii) those that may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement in accordance with Article 13.3.
- 2.6 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Organisation shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
- 2.7 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, with the consequence that rights and obligations are conferred upon it only where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

# Article 3: Obligations regarding information and reporting

### General issues

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of achievement of its Results (Outcomes or Outputs) as measured by corresponding Indicators. The report shall be drafted in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the overall action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request in addition to the final reports to be submitted pursuant to Article 3.8 the final reports of the overall action, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within thirty (30) days of receipt of the request. The Organisation may submit a duly motivated request to extend the 30-day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay of any circumstances likely to adversely affect the implementation and management of the Action, or to delay or jeopardise the performance of the activities.



### Content of the reports

- 3.7 The progress report(s) shall relate directly to this Agreement and shall at least include.
  - a) summary and context of the Action;
  - b) actual Results: an updated table based on a logical framework matrix including reporting of Results achieved by the Action (Outcomes or Outputs) as measured by their corresponding Indicators, agreed baselines and targets, and relevant data sources;
  - c) information on the activities directly related to the Action as described in Annex I and carried out during the reporting period;
  - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
  - e) information on the implementation of the Visibility and Communication Plan (Annex VI) and any additional measures taken to identify the EU as source of financing;
  - f) a breakdown of the total costs, following the structure set out in Annex III, incurred from the beginning of the Action as well as the legal commitments entered into by the Organisation during the reporting period;
  - g) a summary of controls carried out and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, an analysis of their nature and extent, as well as information on corrective measures taken or planned, shall also be provided;
  - h) where applicable, a request for payment;
  - i) work plan and budget forecast for the next reporting period.
- 3.8 The final report shall cover the entire Implementation Period and include:
  - a) all the information requested in Article 3.7 a) to h);
  - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
  - where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
  - d) the exact link to the webpage where, according to Article 22.1, information on Grant Beneficiaries and Contractors is available;
  - e) if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 9;
  - f) where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the EU Contribution have been covered by other donors' contributions;
  - g) where applicable, a request for payment.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions starting from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions<sup>1</sup>. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by the EU Contribution. Progress reports shall be submitted within sixty (60) days after the period covered by such report. The final report shall be submitted, at the latest, six (6) months after the end of the Implementation Period.

### Management declaration

1 By default, the reporting period is every 12 months as from the commencement of the Implementation Period.



3.10 Every progress and final report shall be accompanied by a management declaration in accordance with the template included in Annex VII, unless Article 1.5 of the Special Conditions states that an annual management declaration shall be sent to the European Commission headquarters, separately from the reports provided under this Agreement.

# Audit or control opinion for organisations other than International Organisations/Member State Organisations

- 3.11 In case the Organisation is neither an International Organisation, nor a Member State Organisation, the Organisation shall provide an audit or control opinion in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.12 Such audit or control opinion shall be provided up to one (1) month following the management declaration sent with every progress or final report, unless Article 1.5 of the Special Conditions states that the management declaration and the audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

## Currency for reporting

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

### Failure to comply with reporting obligations

3.15 If the Organisation is unable to present a progress or final report, together with the accompanying documents, by the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons. The Organisation shall also provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 13, refuse to pay any outstanding amount and recover any amount unduly paid.

### Article 4: Liability towards third parties

- 4.1 The European Commission shall not, 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 European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for



whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.

### Article 5: Conflict of interests

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

## Article 6: Confidentiality

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors, Grant Beneficiaries or the Final Beneficiaries of the Action.
- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
  - a) the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
  - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
  - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall nonetheless have access to all documents communicated to the Contracting Authority, and shall maintain the same level of confidentiality.

#### **Article 7: Data Protection**

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Rules and Procedures. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.



# Article 8: Communication and visibility

- 8.1 The Organisation shall implement the Communication and Visibility Plan detailed in Annex VI.
- 8.2 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as 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 the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action<sup>2</sup> published by the European Commission, or with any other guidelines agreed between the European Commission and the Organisation.
- 8.3 If, during the implementation of the Action, equipment, vehicles or major supplies are purchased using the EU Contribution, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.
- 8.4 If, pursuant to Article 9.5, the equipment, vehicles or remaining major supplies purchased with the EU Contribution have not been transferred to the local authorities, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply between submission of the final report and the end of the overall action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 9.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 8.5 Unless otherwise provided in the Special Conditions, if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU Contribution.
- 8.6 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions upon their issuance.
- 8.7 The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.



<sup>&</sup>lt;sup>2</sup> Communication and Visibility in EU-financed external actions – Requirements for implementing partners (Projects), available at: <a href="https://ec.europa.eu/intpa/comm-visibility-requirements">https://ec.europa.eu/intpa/comm-visibility-requirements</a> en.

## Article 9: Right to use results and transfer of equipment

## Right to use

- 9.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.
- 9.2 Where the results mentioned in Article 9.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority) accordingly.

### Transfer

- 9.3 The equipment, vehicles and remaining major supplies purchased with the EU Contribution shall be transferred to or remain with local authorities, local Grant Beneficiaries or Final Beneficiaries, at the latest when submitting the final report.
- 9.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.
- 9.5 By way of derogation from Article 9.3, the equipment, vehicles and remaining major supplies purchased with the EU Contribution in the framework of actions which continue after the end of the Implementation Period may be transferred at the end of the overall action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 9.6 In the event that there are no local authorities, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another action funded by the EU or exceptionally retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action or the overall action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due course and at the latest together with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

## Article 10: Monitoring and evaluation of the Action

- 10.1 Keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement, the Organisation shall invite representatives of the European Commission and the Contracting Authority (if other than the European Commission) to participate at their own costs to the main monitoring missions and evaluation exercises related to the performance of the Action. Participation in evaluation exercises should be ensured by requesting comments from the European Commission and the Contracting Authority on the terms of reference before the exercise takes place, and on the different deliverables related to an evaluation exercise prior to their final approval (as a minimum, on the final report). The Organisation shall send all monitoring and evaluation reports relating to the Action to the European Commission and the Contracting Authority once issued, subject to confidentiality.
- 10.2 Article 10.1 is without prejudice to any monitoring mission or evaluation exercise, which the European Commission as a donor, or the Contracting Authority, at their own costs, may wish



to perform. Monitoring and evaluation missions by representatives of the European Commission or the Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make available to the Organisation the terms of reference of the evaluation exercise before it takes place, as well as the different deliverables (as a minimum, the draft final report) for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final monitoring and evaluation report to the Organisation once issued.

- 10.3 In line with the spirit of partnership, the Organisation and the European Commission (and the Contracting Authority, if applicable), may also carry out joint monitoring and/or evaluation. Such arrangements will be discussed and agreed in due time, planned ahead and completed in a collaborative manner.
- 10.4 Representatives of the relevant partner country may, whenever possible, be invited to participate at their own costs in the main monitoring missions and evaluation exercises, unless such participation would be detrimental to the objectives of the Action or threaten the safety or harm the interests of Partners, Grant Beneficiaries or Final Beneficiaries.

## Article 11: Amendment to the Agreement

- Without prejudice to Articles 11.3 to 11.7, any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment thirty (30) days before the amendment is intended to enter into force and no later than thirty (30) days before the End Date, unless there are special circumstances, duly demonstrated by it, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) days after the date when the amendment request was received.
- 11.3 By way of derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action, such as its objectives, strategy and priority areas, 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 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report.
- 11.4 The method described in Article 11.3 shall be used neither to amend the contingency reserve, the rate for remuneration, nor the agreed methodology or fixed amounts/rates of simplified cost options.
- 11.5 The Organisation may, in agreement with the Contracting Authority, change Outputs, the Indicators and their related targets, baselines and sources of verification described in Annex I and in the logical framework if the change does not affect the main purpose of the Action, without the need for a formal addendum to the Agreement.
- 11.6 The Organisation may, in agreement with the European Commission, amend Annex VI without the need for a formal addendum to the Agreement.
- 11.7 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

## **Article 12: Suspension**

### Suspension of the time limit for payment

- 12.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
  - a) the amount is not due; or
  - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubts about compliance by the Organisation with its obligations in the implementation of the Action;
  - c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported expenditure; or
  - d) credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.
- In the situations listed in Article 12.1, the Contracting Authority shall notify the Organisation as soon as possible, and in any case within thirty (30) days from the date on which the payment request was received, of the reasons for the suspension, specifying where applicable the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

## Suspension of the Agreement by the Contracting Authority

- 12.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:
  - a) the Contracting Authority has proof that irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its pillar assessment or in the implementation of the Action;
  - b) the Contracting Authority has proof that irregularities, fraud or breach of obligations have occurred which call into question the reliability or effectiveness of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
  - c) the Contracting Authority has proof that the Organisation has committed irregularities, fraud or breaches of obligations under other agreements funded by EU funds provided that those irregularities, fraud or breaches of obligations have a material impact on this Agreement.
- 12.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within ten (10) days from the receipt of the notification. If the Organisation does not submit observations, or if after examination of the observations submitted by the Organisation the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all formations.

part of the implementation of this Agreement serving seven (7) days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation that is not suspended. Any expenditures or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed, nor be covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with the Organisation, resume implementation of the Agreement. In the latter case, the Parties will amend the Agreement where necessary.

## Suspension for exceptional circumstances

- The Organisation may decide to suspend the implementation of all or part of the Action if exceptional and unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 12.6 The Contracting Authority may also notify the Organisation of the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
  - a) when a relevant EU Decision identifying a violation of human rights has been adopted; or
  - b) in cases such as crisis entailing a change of EU policy.
- 12.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if Force Majeure or exceptional circumstances as set forth under Articles 12.5 and 12.6 prevent it from fulfilling said obligations, and provided it takes any measures to minimise any possible damage.
- In the situations listed in Articles 12.5 and 12.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period, the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement that may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period or to the termination of the Agreement in accordance with Article 13.3. In case of suspension due to Force Majeure or if the Action is a Multi-Donor Action, the Implementation Period is automatically extended by an amount of time equivalent to the duration of the suspension.

### **Article 13: Termination**

- 13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation, where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:
  - a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
  - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU Contribution or provides reports that do not reflect reality to obtain or keep the EU Contribution without cause;
  - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
  - d) is guilty of Grave Professional Misconduct proven by any justified means;
  - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
  - f) fails to comply with the reporting obligations in accordance with Article 3.15;
  - g) has committed any of the failings described in Article 12.3 on the basis of proof in the possession of the Contracting Authority.
- 13.2 Before terminating the Agreement in accordance with Article 13.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within thirty (30) days

from the receipt of the notification. During this period, and until the termination takes effect, the Contracting Authority may suspend the time limit for any payment in accordance with Article 12.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the termination, the Contracting Authority may terminate the Agreement serving seven (7) days' prior notice. During that period, the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 20 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

- 13.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately performed, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) days written notice. In this case, the final amount shall cover:
  - a) payment only for the part of the Action carried out up to the date of termination;
  - b) in the situations described in Articles 12.5 and 12.6, the unavoidable residual expenditures incurred during the notice period; and,
  - c) in the situations described in Articles 12.5 and 12.6, reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 15.

13.4 In the event of termination, a final report and a request for payment of the balance shall be submitted in accordance with Articles 3 and 19. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

## Article 14: Applicable law and settlement of disputes

- 14.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including its existence or termination.
- 14.2 Where the Organisation is not an International Organisation, and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented if necessary by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU). Notwithstanding the foregoing sentence, where the Organisation is not established or incorporated in the EU, any of the Parties may bring before the Brussels courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. Where one party has brought proceedings before the Brussels courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Brussels courts before which the proceedings have already been brought.
- 14.3 Where the Organisation is not an International Organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country



of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European Commission. If no settlement is reached within one hundred and twenty (120) days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.

- 14.4 Where the Organisation is an International Organisation:
  - a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
  - b) in the absence of an amicable settlement pursuant to Article 14.1 above, any dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

# Article 15: Recovery

- Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay the amount due to the Contracting Authority.
- Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within thirty (30) days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.
- 15.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:
  - a) by offsetting it against any amounts owed to the Organisation by the EU;
  - b) by taking legal action pursuant to Article 14;
  - c) in exceptional circumstances justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.
- 15.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 19.6(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.

- 15.5 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.
- 15.6 The European Commission may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake

## Article 16: Accounts and archiving

### Accounting

The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. The accounting Regulations and Rules of the Organisation shall apply to the extent that they ensure accurate, complete, reliable and timely information. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of the Organisation.

## Archiving

16.2 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts and Grant agreements financed by the EU Contribution.

## Article 17: Access and financial checks

- 17.1 The Organisation shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 17.2 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 17.3 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European



- Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.
- 17.5 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 17.1 to 17.4 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between the Organisation and the European Commission. This is without prejudice to any cooperation arrangement between OLAF and the Organisation's anti-fraud bodies.
- 17.6 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

# Article 18: Eligibility of costs

- 18.1 Direct costs are eligible for EU financing if they meet all the following criteria:
  - a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
  - b) they are incurred in accordance with the provisions of this Agreement;
  - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 18.5;
  - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;
  - e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
  - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
  - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I; and
  - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.
- 18.2 The following costs may not be considered eligible direct costs, but may be charged as part of the remuneration: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the European Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 18.3 The remuneration shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration does not need to be supported by accounting documents. For Multi-Donor and comparable actions, the remuneration shall not be higher than that charged by the Organisation to comparable contributions.
- 18.4 The following costs are ineligible for EU financing:

- a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Organisation may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;
- b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 9;
- c) duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
- d) return of capital;
- e) debts and debt service charges;
- f) provision for losses, debts or potential future liabilities;
- g) banking charges for the transfers from and to the Contracting Authority;
- h) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 12.8;
- i) costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
- j) contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as a direct eligible cost if it complies with the conditions set out in Article 18.1; and
- k) costs of purchase of land or buildings, unless otherwise provided in the Special Conditions.

## Simplified cost options

- 18.5 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing.
- 18.6 The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 18.1, 18.2 and 18.4, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall respect the principle of Sound Financial Management. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices, an expert judgment or on statistical or other objective information where available and appropriate.
- 18.7 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the declared method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 18.8 Simplified cost options not linked to the achievement of concrete Results shall only be eligible if they have been ex ante-assessed by the European Commission.
- 18.9 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.

## Article 19: Payments

19.1 Payment procedures shall be as follows:

- a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within thirty (30) days of receiving the Agreement signed by both Parties;
- b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
  - i) the reporting period is intended as a twelve-month period, unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to eighteen (18) months, the reporting period shall cover it entirely;
  - ii) if at the end of the reporting period less than 70% of the last payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the immediately pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been paid by the Organisation to its staff or has been subject to a legal commitment with a third party;
  - iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
- c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 20 and following approval of the request for payment of the balance and of the final report; and
- d) the Contracting Authority shall pay the further pre-financing instalments and the balance within ninety (90) days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 12 or 13.
- 19.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 20. If the balance is negative, the payment of the balance takes the form of recovery.
- 19.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.
- 19.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions to the bank account referred to in the financial identification form in Annex IV.
- 19.5 Payment arrangements for performance-based financing in accordance with Article 21 shall be set out in Article 4 of the Special Conditions and Annex I.

## Late payment interest

19.6 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:

- a) upon expiry of the time limits for payments specified in Article 19.1, if the Organisation is not a Member State Organisation, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
- b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 12 or 13 shall not be considered as late payment;
- c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 19.1. Any partial payment shall first cover the interest;
- d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two months of it receiving late payment;
- e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two months of it receiving late payment.

## Article 20: Final amount of the EU Contribution

- 20.1 The Contracting Authority shall determine the final amount of the EU Contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
  - a) to be paid to the Organisation in accordance with Article 19 where the final amount of the EU Contribution is higher than the total amount already paid to the Organisation; or
  - b) to be recovered from the Organisation in accordance with Article 15 where the final amount of the EU Contribution is lower than the total amount already paid to the Organisation.
- 20.2 The final amount shall be the lower of the following amounts:
  - a) the maximum EU Contribution referred to in Article 3.1 of the Special Conditions in terms of absolute value;
  - b) the amount obtained after reduction of the EU Contribution in accordance with Article 20.3.
- Where the Action (i) is not implemented, (ii) is not implemented in line with the Agreement or (iii) is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU Contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

### Article 21: Performance-based financing

- 21.1 The payment of the EU Contribution may be partly or entirely linked to the achievement of Results measured by reference to previously set milestones or through performance Indicators. Such performance-based financing is not subject to Article 18. The relevant Results and the means to measure their achievement shall be clearly described in Annex I.
- 21.2 The amount to be paid per achieved Result shall be set out in Annex III. The method to determine the amount to be paid per achieved Result shall be clearly described in Annex I and take into account the principle of Sound Financial Management.



- 21.3 The Organisation shall not be obliged to report on costs linked to the achievement of Results. However, the Organisation shall submit any necessary supporting documents, including where relevant accounting documents, to prove that the Results triggering the payment as defined in Annex I and III have been achieved.
- 21.4 Articles 3.7 f), 3.8 b) and 3.8 f) do not apply to the part of the Action supported by way of performance-based financing.

# Article 22: Ex-post publication of information on Contractors and Grant Beneficiaries

- 22.1 The Organisation shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 and all Grants financed by the EU Contribution: title of the contract/agreement/project, nature and purpose of the contract/agreement/project, name and locality of the Contractor or Grant Beneficiary and amount of the contract/agreement/project. The term "locality" shall mean the address for legal persons and the Region on NUTS<sup>3</sup> 2 level, or equivalent, for natural persons. This information shall not be published in relation to education support paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance to the requirements of confidentiality security and in particular the protection of personal data. The publication shall be waived, if such disclosure risks threatening rights and freedoms as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Contractors or Grant Beneficiaries.
- 22.2 The Organisation shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 22.3 Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on Contractors and Grant Beneficiaries shall follow the rules of the Organisation.

## Article 23: Contracting and Early Detection and Exclusion System

### Contracting

- 23.1 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible. Without prejudice to the foregoing or to the Organisation's assessed Regulations and Rules, the Organisation shall promote the use of local contractors when implementing the Action.
- 23.2 The Organisation shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a Procurement Contract or Grant financed by the EU Contribution, if the Organisation becomes aware that these entities:
  - a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a Final Administrative Decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;



<sup>3</sup> Nomenclature of Territorial Units for Statistics, available at: http://ec.europa.eu/eurostat/ramon,

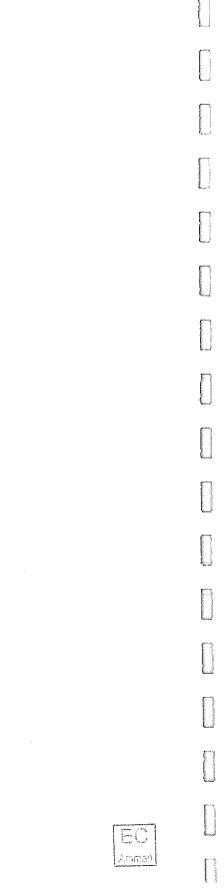
- b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a Final Administrative Decision for an irregularity affecting the EU's financial interest;
- are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information;
- d) have been the subject of a final judgment or of a Final Administrative Decision establishing that the entities have created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- e) have been created with the intention described in point d) above as established by a final judgment or a Final Administrative Decision.

## **Early Detection and Exclusion System**

- 23.3 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has detected a situation of exclusion pursuant to Article 23.2 or its own positively assessed Regulations and Rules, as applicable, or if it has detected a fraud and/or an irregularity pursuant to Article 2.3. This information may be used by the European Commission for the purpose of the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 23.4 Without prejudice to the power of the European Commission to exclude a person or an entity from future procurement contracts and grants financed by the EU and/or to impose financial penalties according to the EU Financial Regulation, the Organisation may impose sanctions on third parties according to its own Regulations and Rules ensuring, where applicable, the right of defence of the third party.
- 23.5 The Organisation may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the EU Contribution. Access to the information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions<sup>4</sup>.

<sup>&</sup>lt;sup>4</sup> The Organisation shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when the Organisation certifies to the Contracting Authority service responsible that it applies adequate data protection measures as provided in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 or its successor, as applicable.





# **ANNEX III**

# **BUDGET OF THE ACTION**



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	Annex III - Budget of the Action - Decentralisation,	the Action	- Deceniira		Accountability and Integrity at Local Level Programme - ENI/2020/418-548	ority at Local Level I	Programme – ENI/202	201418-548	
			TOT	TOTAL PROJE	ECT	Year 1*	Year 2	Year 3	Year 4
e A Newscholl (Also		Unit	# of units	Unit value	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
*********	Retroactive/ Inception period costs		And the second s	(000)	(GCQ)	(77.7)		And the second s	The state of the s
1.1	Project Officer	Months	9	4.536,80	27.220,80	27.220,80			
1,2	Plessing	Months	4	1.209,18	4.835,73	4.835,73			
1,3	Research and reporting specialist	Days	35	421,00	14.735,00	14 735,00			
4,	Development of Integrated Territorial Planning Specialist/ manuals	Days	30	561,00	16.830,00	16.830,00			
1,6	Workshops/ramings planned 8 workshops for 15 people per workshop	Workshops	12	848,57	10.182,78	10 182,78			
1,6	Transport and Travel to Governorates	Mission	-	704,76	7,407	704,7600			
1,7	Fuel Coupons	Bookiet	~	469,65	469,65	469,65			ADDITION OF THE PROPERTY OF TH
1,8	Stationary and Office Supply	Volume	1	1.170,50	1.170,50	1.170,50			and the second of the second o
1,9	Office Communications (internet, telecom, mobile, email)	Months	3	429,73	1.289,20	1.289,20		- Anderson and Anderson and Anderson and Anderson and Anderson and Anderson Anderson Anderson Anderson Anderson	A PROPERTY OF THE PROPERTY OF
1,10	Sub total Retroactive/ Inception period costs				77.439,42	77,439,42			
2	Programme Support Unit staff							* ************************************	
2,1	Programme Mariager (NOB/7 National)	Permonth	48	6.436,14	308.934,52	77.233,63	77.233,63	77.233,63	77.233,63
2.2	Programme Assistant (SC7/3 National)	Per month	48	2.474,57	118.779,46	29.694,86	29 694,86	29 694,86	29.694,86
2,3	Senior Finance Officer (SC10/3 National)	Permonth	48	4.804,11	230.597,13	57.649,28	57.649.28	57.649,28	57.649,28
2,4	Procurement Officer (Part-time 50% Nabonal)	Per month	30	3.586,02	107.580,71	35.850,24	35.860,24	17 930,12	17 930,12
2,5	[Driver (SC3/3 National)	Per month	48	1.345,74	64.595,40	16.148,85	16.148,85	16.148,85	16.148,85
2,6	Messenger (SC3/3 National)	Per month	48	1.345,74	64.595,40	16.148,85	16.148,85	16 148,85	16.148,85
2,7	Translator Interpreter (SC9/1 Part-time 50% National)	Per month	24	1.559,45	37.426,71	9.356,68	9.356,68	9.356,68	9,356,68
2,8	Environmental and Climate Change Officer (NOA Part-time 50% National)	Per month	24	3.606,53	86.556,84	21 639,21	21.639,21	21 639,21	21.639,21
2,9	Communication and Project Visibility Assistant (SCG3 Part-time 60%	Per month	24	1.342,05	32.209,10	8 052,28	8.052,28	8 052,28	8 052,28
2.10	Hontoring and Evaluation Officer ( Part- time 25%)	Per month	24	4.175,91	100.221,82	25.055,45	25.055,45	25 055,45	25.055,45
Var.et delegated and a	Subtotal PSU				1.151.497,07	296.839,32	296.839,33	278.909,21	278.909,21
	Technical Experts: Fees and Per diems for International and National	e contrade de cont							
3.1	Cond Term Technical Experts / International Consultants	Per month	48	9.952,53	477 721,46	119.430,36	119 430,36	119 430,36	119.430,36
3.2	Short Term Technical Experts I International Consultants	Per month	33	21.448	707.768,98	257,370,54	257.370,54	85.790,18	107.237,72
3.3	Per dems STTA Consultant	Permonth	33	7.864	259 504,99	94,365,45	94.365,45	31 455,15	39.318,94
3.4	Short Term Technical Experts (Pool National consultants)	Permonth	30	7.723,36	231,700,89	77.233,63	77.233,63	38.616,81	38,616,81
K HILLSON TO THE STATE OF THE S	Subtotal Technical Experts		The state of the s		1,676,696,31	548.399,98	548,399,98	275.292,51	304,603,84
4	Workshops/frainings/public hearings 100 events ""		*com/skiddid						
1,4	Refreshments 100 events for 15 people 2 days each (average)	Attendants	3000	14,04	42.127,43	14 042,48	14 042,48	7.021,24	7 021,24
4,2	Per dems USD 140.42/person/day for two days one night 10% of the	Per Night	300	140,42	42,127,43	14.042,48	14.042,48	7.021,24	7.021,24
۲۶	Venne equioment site staff USD 234 04/day	Per event	100	234,04	23 404,13	5.851,03	5.851,03	5 851,03	5 851,03
4,4	Transport and average at USD 32.77 per workshop per person	Perday	2700	32,77	88.467,61	29,489,20	29.489,20	14.744,50	14,744,60
4.5	Preparation and establishment of virtual eco training center at MOI	Number	-	400 000,00	400 000,00	400.000,00	•	•	•
4.6	Grans and ED noisels	Governorates	9	274.012.93	1 644.077,60	548.025,87	548.025,87	274.012,93	274.012,93
***************************************	Subtant Workshoot Iralian Christian Christian Counties her and a	- Breat Property of the State o		Overling Objective for training contents whether	2.240.204,21	1.011.451,06	611.451,06	308.651,05	308.651,05
	Supposed the state of the state								
, ,	Equipment, supplies and rescontinuous of the Policies of replicies.							-	The state of the s
	Vehicle purchase	Estmale	1	35.106	35.106,20	35.106,20			, and a second
Acceptant Company	THE PROPERTY OF THE PROPERTY O	A CONTRACTOR OF THE PROPERTY OF THE PERSON O	X		The state of the s		AND THE PROPERTY OF THE PROPER		1.7.71117

Performance   2.222	5.2.1	in an including the Children and application of the Children and the Child	Per Laptop	10	936,1652	9.361,65	9.351,65			Characteristic and a company of the	
State   Control of the Control of					2000	07 24 4	07 344 4			)	
Section   Sect	5.2.2	Heavy duly copier	Number	2	2.223	4.44b,/8	4.440,78	-	•		-
Accordance   Acc	5.2.3	Furniture. Desks, Tables, cabinets, and chairs for 3 rooms.	offices	8	1560,3	4,680,90	4.680,90				-
Activity to separate and crosses   Activity   Activit	5,3	Spare parts/equipment for machines, tooks									
National Department and National   1 80 2005   80 2005   80 2002   80 14422	5.3.1	Ink cartridges for heavy duly copier	Number	30	59,357215	1,780,72	445,18	445,18	445,18	4	445,18
Open Light State of the Common Light State of t	5.3.2	TANIMA tool applications and licenses	Number	-	98 289,66	98.289,66	49.144,832	49.144,832	•		
Control	5.4	Other (please specify)									
Participation structures   Participation   P	Commonwell .	Subtotal Equipment and Supplies				153.665,91	103.185,54	49.590,01	445,18	4	445,18
Working casts (Windle casts)         Working casts)         Working casts (Windle casts)         Working casts	9	Operating expenses									
Vertical Communication of the Communication of th	6.1	Vehicle costs									1
Open consumble states with the state of the sta	6.1.1	Vehicle Fuel 7 km/liter based on 45,000 Km per year 1.40 LISD ner liter 14 Years)	Liters	25,714	1,40	36.109,23	9.027,31	9.027,31	9.027,31	0.6	9.027,31
Concumulate	6.1.2	Vehicle maintenance costs USD 175.53 per month	Number	48	175,53	8.425,49	2.106,37	2.106,37	2 106,37	2.10	2.106,37
Other cented & securioney         Per month         46         117.26         6.22.69         1.407.46         1.407.43 <td>6,2</td> <td>Consumables - office supplies</td> <td>200 (100 (100 (100 (100 (100 (100 (100 (</td> <td></td> <td>200</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	6,2	Consumables - office supplies	200 (100 (100 (100 (100 (100 (100 (100 (		200						
Option standing and formation of programs o	6.2.1	Office costs & stationery	Per month	48	117,29	5.629,93	1.407,48	1.407,48	1.407,48	1.40	1.407,48
Control Cont	6,3	Other services (tellifax, electricity/heating, maintenance)			2000 2000 2000 2000 2000 2000 2000 200						
Counter costs, services         Other costs, services         172.04 (pg or life properse)         172.04 (p	6.3.1	Office Communications (internet, telecom, mobile, email)	Permonth	48	585,10	28.084,96	7.021,24	7.021,24	7 021,24	7.02	7.021,24
Optime costs, services         Optime costs, services         SSS1,50	Manage	Subtotal Operating Expenses				78.249,60	19,562,40	19.562,40	19,562,40	19.56	19.562,40
Publications   Publ	_	Other costs, services									
Libration productions (Design and Princip)         Per Manual Libration (Included)         EPER Manual Libration (Included)         S 8776.55         S 8776.55 <th< td=""><td>1,7</td><td>Publications of the control of the c</td><td>100</td><td>A THE STATE OF THE</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	1,7	Publications of the control of the c	100	A THE STATE OF THE							
External Monitoring and Evolution (two contracts, midtam and end of Cests of Cests of Contracts, midtam and end of Cests of Contracts, midtam and end of Cests of	7.1.1	is (Design and Printing)	Per Manual/ training material	9	3.901	23.406,00	5.851,50	5.851,50	5.851,50	5.86	5.851,50
Costs of conderence/seminars         Per moeting         30         1.141         # 34,244,56         1.141,435         1.141,435           Specing Committee and TWG Meetings         1         14,4729,00         34,244,56         6,182,25         6,182,25           Visability actions         4,447,29,00         32,448,00         6,23,448,0         6,23,248,0         6,23,248,0           8. Subtocal of expenditure [subtocal of direct eligible costs of the Action)         1,477,22,8         1,477,22,8         1,477,22,8         1,411,18,17         6           10. Total eligible costs of the Action, excluding reserve (lass)         1,589,232,6         1,589,232,6         9           11. Provision for contingency reserve (maximum 1% of 8, subtocal of direct eligible costs of the Action (12+11) ****         1,589,232,6         1,589,232,6         9           12. Total eligible costs of the Action (12+1) ****         6,046,500,0         2,236,049,1         1,689,232,6         9           14. Total accepted costs of the Action (12+1) ****         6,046,500,0         2,236,049,1         1,689,232,6         9	7.1.2	_	_	2	8.776,55	17.553,10		8.776,55		7.78	8.776,55
Specing Committee and TWG kleetings         Per inceking         3.0         1.141         3.4.24.56         11.414.85         11.414.85         11.414.85           Visibility actions         Activities defined in the Communication and Visibility Plain         Estimate         1         1.44.729         38.182.25         56.182.25         5.5.226.15           Subtorial of the costs is confidence as severed in a costs (maximum 7% of the total expenditure (subtoral of direct eligible costs of the Action)         39.1837.96         4.7722.84         4.7722.84         111.164.75         6           10. Total eligible costs of the Action (accompanion of direct eligible costs of the Action)         Action of the Action (12+13) ****         4.7722.84         4.7722.84         4.7722.84         4.11.164.75         6           11. Provision for confidency reserve (maximum 1 % of 3, subtoral of direct eligible costs of the Action (12+13) ****         5.596.85.823.16         2.2286.049.18         1.1689.222.26         96.18.222.26           12. Total eligible costs of the Action (12+13) ****         Action of Costs of the Action (12+13) ****         1.1689.222.58         96.18.222.58         96.18.222.58         96.18.222.58	7.2	Costs of conferences/seminars									
Visibility actions         Estimate         1         144729         144729         36.182.25         36.1	7.2.1	Steering Committee and TWG Meetings	Per meeting	30	114	34.244,56	11,414,85	11,414,85	5.707,43		5,707,43
Activities defined an the Communication and Visibility Plan         If similar to the Communication and Visibility Plan         If similar to the Communication and Visibility Plan         36.182.75 <th< td=""><td>7,3</td><td>Visibility actions</td><td></td><td></td><td></td><td></td><td></td><td></td><td>***</td><td>**************************************</td><td></td></th<>	7,3	Visibility actions							***	**************************************	
serve (maximum 1 % of 8, subtotial of direct eligible costs of the Action)         219.332,86         55.976,85         55.976,85         55.976,85         55.976,85         93.225,69         93.225,96 <td>7.3.1</td> <td>Activities defined in the Communication and Visibility Plan</td> <td>Estimate</td> <td></td> <td>14.729</td> <td>144,729,00</td> <td>36.182,25</td> <td>36,182,25</td> <td>36 182,25</td> <td>36.18</td> <td>36,182,25</td>	7.3.1	Activities defined in the Communication and Visibility Plan	Estimate		14.729	144,729,00	36.182,25	36,182,25	36 182,25	36.18	36,182,25
f the total expenditure (subtotal of direct eligible costs of the Action)         391.337,96         147.722.84         111.164.76           dion, excluding reserve (8+9)         55.976,85         2.236.049,18         1.689.222.69           riserve (maximum 1 % of 9, subtotal of direct eligible costs of the Action)         55.976,85         5.976,85           cdion (12+13) ****         5.046,500,00         2.236.049,18         1.699.232,69		Subtotal Other costs, services				219.932,65	53.448,60	62.225,15	47.741,18	56.51	56.517,72
391.837,96         147.722,84         111.164.76           55.976,85         2.206.049,16         1.699.232,69           56.046,500,00         2.256.049,16         1.699.232,69           6.046,500,00         2.236.049,16         1.699.232,69		8. Subtotal of expenditure 1 to 7				6.597.686,19	2.410.326,33	1.688.067,93	930.601,62	968.689,40	89,40
ction, excluding reserve (8+9)       6.045.00.04.18       1.689.232.68         reserve (maximum 1 % of 8, subtotal of direct eligible costs of the Action)       55.976.85       1.689.232.69         Action (12+13) ***       **** **** **** **** **** **** **** **		9. Indirect costs (maximum 7% of the total expenditure (subtotal of direct	t eligible costs o	f the Action)		391.837,96	147.722,84	111.164.76	65.142,11	67.80	67.808,26
reserve (maximum 1% of 8, subtotal of direct eligible costs of the Action)  5.5.976,85  6.046.500,00  2.258.049,18  Action (12+13) ***  Action (12+13) ***  1.699.232,59	Time (California	10. Total eligible costs of the Action, excluding reserve (8+9)				6.989.523,15	2.258.049,18	1,649,232,69	995,743,63	1.036.497,66	97,66
6.046,500,00       2.288.049,18       1.699.232,69    Action (12+13) ***		11. Provision for contingency reserve (maximum 1 % of 8, subtotal of dir	rect eligible cost	s of the Action)		55.976,85	•	•	٠	55.97	55.976,85
scepted costs of the Action (12+13) **** 1.699.232,69		12. Total eligible costs (10+11)				6.046.500,00	2.258.049,18	1,699,232,69	995.743,63	1.092.474,51	74,51
6.043.500.00		13. Taxes				*	•	,		an nining pambalan pambalan an a	,
		14. Total accepted costs of the Action (12+13) ***				6.045,500,00	2.258.049,18	1,699,232,69	995.743,63	1.092.474,51	74,51

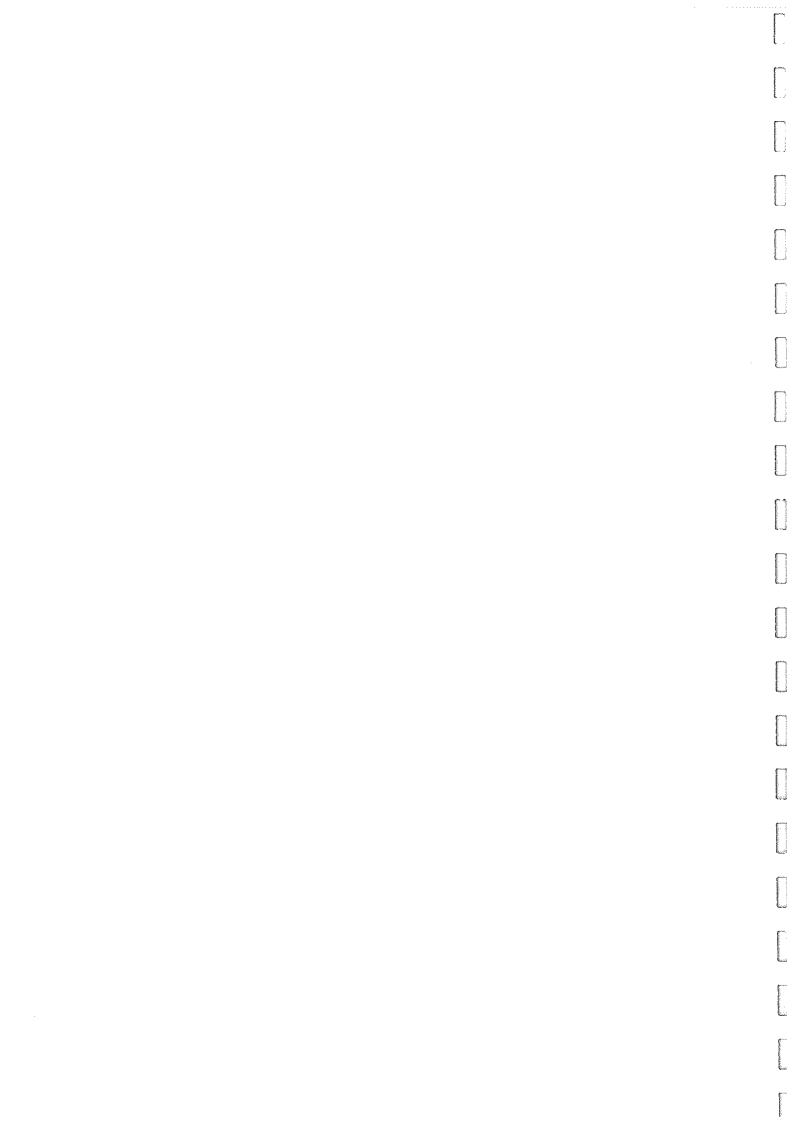
(\*) year 1 budget includes 6 months retroactive period and 12 months starting after signing the contribution agreement. Project duration is 54 months after signing the contribution agreement, in addition to 6 months prior to signing the contribution agreement)
(\*\*) The organization of events will follow the rules for social distancing and, therefore, the number of events and attendants may have significant variations.
(\*\*) Total Cost. USD 6,045,500 00 Equivalent to 6,000,000 Euro with the InforEuro Exchange Rate February 2021, 1 EURO = USD 1,2091.

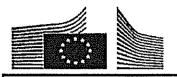


# **ANNEX IV**

# **FINANCIAL IDENTIFICATION FORM**







# FINANCIAL IDENTIFICATION

PA	IVACI	STA	ŒΜ	ENT

http://ec.europa.eu/budget/contracts\_grants/info\_contracts/financial\_id/financial\_id en.clm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.					
	BANKING DETAILS ①				
ACCOUNT NAME ②	UNDP CONTRIBUTIONS ACCOUNT				
IBAN/ACCOUNT NUM	1BER ③ 36349562				
CURRENCY	US DOLLAR				
BIC/SWIFT CODE	CITIUS33 BRANCH CODE ① NY - 940				
BANK NAME	CITIBANK				
	ADDRESS OF BANK BRANCH				
STREET & NUMBER	399 PARK AVENUE				
TOWN/CITY	NEW YORK, NEW YORK POSTCODE 10022-4617				
COUNTRY	UNITED STATES OF AMERICA				
	ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK				
ACCOUNT HOLDER	UNITED NATIONS DEVELOPMENT PROGRAMME				
STREET & NUMBER	ONE UNITED NATIONS PLAZA				
TOWN/CITY	NEW YORK, NEW YORK POSTCODE 10017				
COUNTRY	UNITED STATES OF AMERICA				
REMARK					
BANK STAMP + SIGN	IATURE OF BANK REPRESENTATIVE (5) DATE (Obligatory)				
Sha	nnon Lavedchist, AVP				
T 7	SIGNATURE OF ACCOUNT HOLDER (Obligatory)				
\ <b>*</b>	302-324-6518 Julie and Nejea				
<b>J</b>	302-024-0310				
	JULIE ANNE MEJIA Treasurer				
Ξ	Wasta and not the data of the Intermediary bank. UNDP Treasury Division				
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	o give a different name to its bank account. de (international Bank Account Number) if it exists in the country where your bank is established				
<u> </u>	r US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.				
	attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the				
•	above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement,				
	rank and the signature of the bank's representative are not required. The signature of the account-holder				

and the date are ALWAYS mandatory.

# **ANNEX V**

# **REQUEST FOR PAYMENT**



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## ANNEX V

# Request for payment for Contribution Agreement

For the attention of <Address of the Contracting Authority>
<Financial unit indicated in the Contribution

Date of the request for payment <.....>

Agreement><sup>1</sup>

Reference number of the Contribution Agreement: ENI/2020/418-548

Title of the Contribution Agreement: "Decentralisation, Accountability, Integrity at Local Level in Jordan".

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 pre-financing/interim payment/balance<sup>2</sup> under the Contribution Agreement mentioned above.

The amount requested is [in accordance with Article 4 of the Special Conditions of the Contribution Agreement/the following: ...]<sup>3</sup>

Please find attached the following supporting documents:

- narrative and financial progress report (for pre-financing / interim payments )
- final narrative and financial report (for payment of the balance)<sup>4</sup>

The payment should be made to the following bank account: .5

Please when making the payment indicate the following communication: ...

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>

N.B.: Instalments of pre-financing, interim payments and final payments shall be made upon approval of the payment request accompanied by a progress or final report (see Articles 19 of the General Conditions of Contribution Agreement).



If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Contribution Agreement.

Delete the options which do not apply.

Delete the option which does not apply.

Delete the items which do not apply.

Indicate the account number shown on the financial identification form annexed to the Contribution Agreement. In the event of change of bank account, please complete and attach a new financial identification form as per model.

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# **ANNEX VI**

# **COMMUNICATION AND VISIBILITY PLAN**



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## - ANNEX VI: COMMUNICATION AND VISIBILITY PLAN -

# "Decentralisation, Accountability and Integrity at Local Level in Jordan" ENI - 2020 - 418548

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Introduction

Project Overview

Communication objectives

Target groups

Specific objectives

Key Messages

Tentative two-year occurrence of communication activities

Communication tools and indicators of progress

Provisions for feedback

Communication and visibility activities management and resources

#### Introduction

The United Nations Development Programme (UNDP) and the European Union (EU) collaborate in improving public sector's integrity, accountability and responsiveness to citizens' needs in Jordan.

The EU contributes with EUR 5,000,000 million to the project 'Decentralization, Accountability and Integrity at Subnational Level Programme' (DAILL) which will be implemented by the UNDP. A four-year initiative will support the decentralisation reforms and SDG16 "Peace, justice and strong institutions" implementation in the Kingdom, in line with the policy priorities of the Government of Jordan in the National Renaissance Plan 2019-2020.

The project will be implemented in cooperation with the Ministry of Interior (MoI) and other relevant partners.

The communications activities will be conducted in close cooperation with all involved partners, including Ministries of Interior and Local Administration, and the EU Delegation to Jordan, focusing on high visibility outputs and the impact of the action's results. The communications strategy will be implemented in accordance with Article 11 of the Financial and Administrative Framework Agreement concluded between the European Union and the United Nations, Article 8 of the Annex II to the EU-UNDP Contribution Agreement (General Conditions) and the Joint Visibility Guidelines for EC UN Actions in the field<sup>1</sup>.

### Project Overview

DAILL will seek to institutionalise citizen participation in planning, following the execution of the plans, evaluation of the results and in holding the authorities and public officials accountable for their actions and omissions.

Project's implementation will be fundamentally focused on strengthening the administrative and downwards accountability in Jordan. The role of the elected councils and the relationship between citizens and public administration throughout the planning/budget cycle will be enhanced.

Transparency will be strengthened through participatory planning processes for both, integrated territorial development plans (governorates and municipalities) and sectoral plans (health, education, social services).

<sup>1</sup> https://ec.europa.eu/international-partnerships/system/files/guidelines-joint-visibility-eu-un\_en.pdf for guidance

As a result, decision-making for the allocation of public resources is expected to be transparent (full disclosure and discussion) and will incorporate the demands and expectations of communities and citizens. Furthermore, development plans should reflect national policies and commitments to achieve the SDGs.

Accountability will be enhanced during the execution of the plans and further evaluation of the results of the plans. Besides the governmental controls systems, the project will promote the organisation of the following and evaluation of sectoral improvement plans and integrated territorial plans as well as public hearings.

In addition to focusing on the field of local governance, the project will encompass environment-related activities.

Focusing on the nexus between climate action and human development, the project will seek to enhance the capacity of local institutions to effectively implement SDG13<sup>2</sup> and SDG15<sup>3</sup>. The project will also scale up local partnerships and support financing of climate financing for innovative local solutions that bring benefits across SDGs.

Through a combination of digitalized actions, technical support, training, and "green" grants at the local level, the programme will seek to generate enhanced knowledge of climate-security among key stakeholders at the local and national level, conduct environmental situation analysis, and strengthen capacities to effectively scale-up climate finance for local solutions. The project will aim to leverage funding from other institutions, such as Cities and Villages Development bank.

## Project's envisaged outputs include:

- Accountability mechanisms and communication lines are implemented and clearly put in place at all institutional and administrative levels of the development processes to ensure coherence and impact.
- Policymaking and planning are linked to financial planning and funding opportunities.
- Development plans are carried out to improve service delivery and development opportunities to respect the social contract.

# Communication Strategy

## 1. Overall communication objective

In general, the project's communication will be carried out to support the implementation of the project, raise awareness and successfully promote the project's progress and achievements.

## 2. Target groups

The project will seek to reach the following target audiences: the Government of Jordan (relevant authorities at all levels), beneficiaries (citizens, local government representatives, civil servants and representatives of CBOs in pilot governorates, municipalities and partner ministries), donor community, media, UNDP, general public.

3. Specific objectives for each target group, related to the action's objectives and the phases of the project cycle

Government of Jordan

SDG13 "Take urgent action to combat climate change and its impacts"

<sup>&</sup>lt;sup>3</sup> SDG15 "Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss"



2

Objective:

Position DAILL/ UNDP as the preferred partner of the Government of Jordan in designing

and implementing good governance, local environmentally sustainable development and

public sector accountability solutions in the country.

Outcomes:

Government is informed of activities of the DAILL programme.

Government considers the European Union Delegation in Jordan, DAILL/ UNDP as a competent, dynamic and trustworthy organisation capable of carrying out complex development projects in the fields of good governance, local development, local

environmental sustainability and public sector accountability.

### Beneficiaries

Objective:

Raise awareness among current and potential beneficiaries of the EU-funded DAILL

activities and opportunities.

Outcome:

Information about the EU-funded DAILL activities is successfully promoted and circulated

among actual and potential beneficiaries.

## Donor Community

Objectives:

Ensure timely and extensive communication on the EU-funded DAILL activities and

achievements.

Trigger interest and encourage collaboration to achieve highest impact of the concerted

actions.

Outcomes:

International development partners consider the EU-funded DAILL as a competent,

effective and trustworthy project.

EU's visibility is enhanced through regular communication products showcasing projects'

progress and results.

## UNDP

Objective:

Create an internal results framework for reporting to UNDP Country Office.

Raise awareness of DAILL activities and results.

Outcome:

UNDP CO staff is aware of the DAILL work through regular updates.

### Media

Objective:

Communicate important events, project results or success stories.

Outcome:

Media outlets, included TV, Radio, press and social media are informed about and cover

DAILL activities.

## General Public

Objective:

Seek to achieve that a larger segment of citizens are aware of the EU-funded DAILL work

and its positive impact for Jordan.

Raise awareness among citizens of the roles of DAILL and of the EU in delivering aid.

Оптсоте:

Citizens of Jordan are aware of the EU-funded DAILL activities and consider them having a

positive impact on their lives.

## Key Messages

The proposed key themes and messages include:

### Benefits for citizen

With the support of the EU, DAILL/ UNDP contributes to the improvement of people's well-being through strengthening local governments in Jordan.

DAILL/UNDP and the Ministry of Interior seeks to increase the participation of Jordanians in local decision making.

DAILL/UNDP focuses on enabling people to take a more active role in local development to improve their daily lives.

# More efficient, accountable and responsive local governance

Thanks to the EU's support, DAILL/UNDP is improving the capacities of public officials with an objective of strengthening local governance, accountability, transparency and sustainable economic development in Jordan.

DAILL/UNDP and the Jordanian government are developing efficient and transparent coordination and planning systems that bring concrete benefits to the government and citizens through better-informed local development interventions.

## Environmental sustainability

With the support of EU, the project is working with citizens and local government to find solutions to Jordan's environmental issues, such as climate change, water insecurity, reduced agricultural productivity, fragility of land and ecosystems.

The project is supporting local government, CBOs and citizens to develop a deeper understanding of environmental issues and have the skills to engage in informed and responsible efforts to improve the environment in Jordan.

#### Hashtags

#GoodGovernanceJordan #LocalDevelopmentJO #PublicAccountability #PublicTrustJO #GreenGrowthJO #ClimateActionJO



#### Communication Activities and Tools

In close cooperation with the EU, MoI and UNDP, DAILL will employ a range of outreach and awareness raising activities. Specific communication tools will be chosen depending upon the message and the target group. Their choice will take account of the profile of the target group and will be designed to achieve the highest impact at optimal costs. Methods of communication and messages will respect political and social sensitivities in Jordan. The key communication tools will include but not be limited to the following:

#### Online Platforms:

• Webpage: Articles, reports, knowledge documents and other DAILL-produced products will be posted on the UNDP Jordan official webpage.

Indicator: Number of webpage visits.

 Newsletters: DAILL activities, achievements and progress updates will be included to the bimonthly UNDP Governance electronic newsletter.

Indicator: Number of project activities featured in the newsletters

Social media: Social media platforms, including UNDP Jordan official Facebook, Twitter and Instragram pages, will be used for sharing of updates about DAILL milestones together with the produced photographs, video material, and stories. Communication products will be shared with the Ministry of Interior and the European Union Delegation to Jordan for further circulation within their respective social media channels.

Indicators: Total number of engagement and shares of social media posts related to the project through UNDP (and, where applicable EU and MoI) social media platforms.

Media: Press releases highlighting EU and partners' roles will be developed and circulated to Jordanian principal print, online and TV media outlets in relation to DAILL events, community-related initiatives, signing of memoranda of understanding, graduation ceremonies, or other specific milestones.

Indicators: The degree (qualitative and quantitative) of reporting of the project in national news outlets mentioning UNDP, MoI and the European Union. Number of interviews/quotations provided by project donors and implementing actors related to the project.

Events: DAILL will organise public and beneficiary-targeted events to generate interest, generate awareness on DAILL activities and promote the project's achievements.

Indicators: Number of attendees of public and beneficiary-targeted events and the relevant stakeholders that express their awareness of project activities and achievement and their access to information about the project.

Visibility material: DAILL will produce professional merchandise to be distributed amongst project's target beneficiaries and partners. The project will continue DLDSP's approach in developing functional promotional materials, such as memory keys, notebooks, power-banks, laptop-bags, etc. which were positively received by the recipients (MA students, civil servants, partners).

All merchandise items will have the EU, MoI, UNDP and DAILL logos and adhere to the respective visibility requirements. All project material, such as documents, brochures, and any other information material will carry the EU, UNDP and MoI logotypes.



## Theme

Demonstrating the continuity between the Decentralisation and Local Development Support Programme<sup>4</sup> (DLDSP) and DAILL, and building on the recognizability of the DLDSP logotype, the project will use moderately updated version of the existing logo, theme and colour palette. The stylised Jordan map in the logo, which was approved by national and local partners, will include three additional sceneries from the new pilot governorates (Ajloun, Madaba and Tafileh).

Below: DAILL's logotype with the European Union, UNDP and the Ministry of Interior logos, DAILL's rollup, DAILL's Logotype (blank).



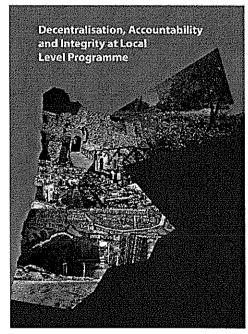


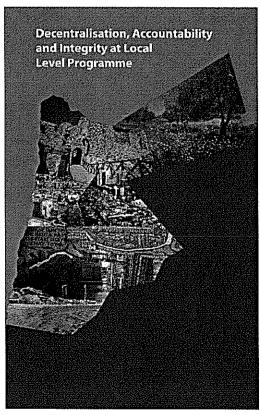












<sup>&</sup>lt;sup>4</sup> Decentralisation and Local Development Support Programme (DLDSP) was an initiative funded by the EU and implemented by UNDP during 2017-2020



## Communication and Visibility Activities Management and Resources

Communication and visibility activities will be managed by the DAILL Programme Manager, supported by Communication and Project Visibility Assistant (SC6/3 60%), and Programme Assistant, under the supervision of the UNDP CO Programme Manager. The activities will be carried out in close coordination with the EU, UNDP and MoI Communication teams. The total allocated amount for visibility actions will be in line with the Annex III-Budget of the Action.

## Institutional communication channels

DAILL's Programme Manager will coordinate all communication and visibility activities with institutional partners, specifically:

- Government of Jordan: Spokesman and Media Officer at the Communication Department of the Ministry of Interior.
- EU Delegation in Jordan: Programme Manager for Communication, Visibility and Culture and Attaché for Governance and Decentralisation.
- UNDP: Senior Advisor for Strategic Partnerships.



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# **ANNEX VII**

# **CA MANAGEMENT DECLARATION**



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# Annex VII - ENI/2020/418-548 Management Declaration

I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Contribution Agreement <insert reference of the concrete Agreement>, (the "Agreement"), based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

- 1. The information submitted under Article 3 General Conditions of the Agreement for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate;
- 2. The expenditure was used for its intended purpose as defined in Annex I of the Agreement;
- 3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of this Agreement.
- 4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement and applying the accounting, internal control, audit systems, and procedures for grants and procurement, including a review procedure, referred to in Article 1.3 of the Special Conditions and which have been positively assessed in the ex-ante pillars assessment.

Furthermore, I confirm that I am not aware of any undisclosed matter which could harm the interests of the European Union.

[However, the following reservations should be noted: |2.

<insert place and date>

(signature)
<Insert forename and surname>



<sup>&</sup>lt;sup>1</sup> Adapt if grants and/or procurement procedures is/are not the one(s) assessed by the Commission

<sup>&</sup>lt;sup>2</sup> Option to be used in case of reservations.