GRANT AGREEMENT

For

THE PROJECT FOR SUPPORT TO STRENGTHEN THE OPERATIONAL CAPACITY OF THE NATIONAL POLICE ACADEMY OF BAMAKO

In

THE REPUBLIC OF MALI

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE UNITED NATIONS DEVELOPMENT PROGRAMME

Dated March 3, 2015

On the basis of the Exchange of Notes between the Government of Japan (hereinafter referred to as "the Government") and the United Nations Development Programme (hereinafter referred to as "UNDP") dated March 3, 2015 (hereinafter referred to as "the E/N") concerning the Japanese grant assistance for the Project for Support to Strengthen the Operational Capacity of the National Police Academy of Bamako (hereinafter referred to as "the Project"), the Japan International Cooperation Agency (hereinafter referred to as "JICA") and UNDP have agreed to conclude the following grant agreement referred to in sub-paragraph (2) of paragraph 1 of the E/N:

Article 1 Amount and Purpose of the Grant

For the purpose of providing to the assistance to the Republic of Mali through the Project, JICA shall make available to UNDP the amount of four hundred and ninety-two million Japanese Yen (JPY492,000,000) in the form of grant (hereinafter referred to as "the Amount") in accordance with the relevant laws and regulations of Japan and within the scope of the E/N.

Article 2 Availability of the Amount

The Amount shall be made available by concluding the present grant agreement (hereinafter referred to as "the G/A") during the period between the date of entry into force of the G/A and September 30, 2015, unless the period is extended by mutual consent between JICA and UNDP.

Article 3 Use of the Amount

- (1) The Amount and its accrued interest shall be used by UNDP properly and exclusively for the purchase of such products and services necessary for the implementation of the Project (hereinafter referred to collectively as the "Components") as well as for such UNDP's General Management Services (GMS) Fee necessary for the implementation of the Project as listed below:
 - (a) products and services necessary for the rehabilitation of the National Police Academy of Bamako (ENP) (hereinafter referred to collectively as "the Facilities");
 - (b) equipment, vehicles and services necessary for the procurement and / or the installation thereof;



- (c) services necessary for the transportation of the products referred to in (a) and (b) above to the Republic of Mali and those for internal transportation therein;
- (d) services necessary for the training in operating the equipment and vehicles referred to in (b) above and guidance in managing the Facilities;
- (e) services necessary for training the trainers and administration personnel of the National Police Academy of Bamako (ENP) and conducting continuous training to the National Police of Mali;
- (f) services necessary for the publicity, technical assistance, monitoring and evaluation; and
- (g) UNDP's General Management Services (GMS) Fee.
- (2) UNDP shall enter into contracts with suppliers for the purchase of the Components in accordance with its financial rules and regulations.

Article 4 Payments

JICA shall make payments of the Amount in Japanese Yen to an account to be opened in the name of UNDP at a bank in Japan after a request for payments of the Amount from UNDP with the completed form attached herewith has been received by JICA.

Article 5 Obligations of UNDP

- (1) UNDP shall take all the necessary measures:
 - (a) to administer the Amount and its accrued interest in accordance with its regulations, rules, directives and procedures;
 - (b) to ensure that the Facilities and the Components be maintained and used properly and effectively for the implementation of the Project;
 - (c) to ensure the visibility of the Government's contribution through referring to the contribution in its relevant publications and sticking the logo designated by the Government on the appropriate Components and / or their containers;



- (d) to pay due consideration to cooperation with Japanese non-governmental organizations, if any, which are potential UNDP's implementing partners for the Project;
- (e) to give due environmental and social consideration in the implementation of the Project; and
- (f) to refund the amount remaining in the account referred to in Article 4 to JICA after the completion of the Project.
- (2) Upon the request of JICA, UNDP shall provide JICA with necessary information on the Project.
- (3) UNDP shall provide JICA with a financial and operational report of the Project periodically and upon its completion. Financial statements of the Project to be included in the said financial and operational report shall be subject exclusively to the internal and external audits in accordance with the financial rules and regulations of UNDP. UNDP shall attach, if possible, photographs taken at the Project sites to the said financial and operational report.
- (4) UNDP shall enable, within its powers, missions which may be sent by JICA to observe and study the activities under the Project.

Article 6 Amendments

The G/A may be amended within the scope of the E/N by written agreement between JICA and UNDP. The amendment to the G/A shall enter into force on the date of signature of such written agreement by JICA and UNDP.

Article 7 Consultation

JICA and UNDP shall consult with each other, at the request of either of them, on any matter that may arise from or in connection with the G/A.

Article 8 Effectiveness

The G/A shall enter into force on the date of signature by JICA and UNDP, provided that the E/N is in force.

 $\sqrt{}$

Bamako, March 3, 2015

For

For

JAPAN INTERNATIONAL COOPERATION AGENCY

THE UNITED NATIONS
DEVELOPMENT PROGRAMME

Ryuichi KATO

Chief Representative

JICA Senegal Office

Boubou CAMARA

Country Director

UNDP Mali Office