EUROPEAN COMMUNITY CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

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The National Authorising Officer of the Government of Sudan, Ministry of International Cooperation. P.O. Box 2092, Khartoum, Sudan, ("the Contracting Authority"),

of the one part,

and

The United Nations Development Programme (UNDP) with its Head office at 1 UN Plaza, New-York, NY 10017. United States, ("the Organisation")

of the other part,

have agreed as follows:

Special Conditions

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Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: Capacity Development for Aid Management and Coordination ("the Action") as described in Annex 1.
- The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions of the Financial and Administrative Framework Agreement (FAFA) signed on 29 April 2003 between the European Community and the United Nations and consists of these special conditions ("Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.

Article 2 - Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation of this Agreement will begin on the day following that on which the last of the two parties signs.
- 2(3) The implementation period of this Agreement, as laid down in Annex I, is 29 months.

Article 3 - Financing the Action

3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at € 3,010,361 as set out in Annex III.

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3(2) The Contracting Authority undertakes to finance a maximum of € 2,000,000, equivalent to 66.44 % of the estimated total eligible cost specified in paragraph 1. The final amount will be established in accordance with Article 17 of Annex II.

Article 4 - Narrative and financial reporting and payment arrangements

- 4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15(1) of Annex II.
- 4(2) Payment will be made in accordance with Article 15 of Annex II; of the options referred to in Article 15(1), the following will apply:

Pre-financing (90% of first year forecast budget)	€ 730,724.46
2nd instalment (10% of first year + 90% of second year)	€ 883,260.63
(subject to the provisions of Annex II)	
Forecast final payment	€ 386,014.91
(subject to the provisions of Annex II)	
Total Payment	€ 2,000,000.00

Article 5 - Contact addresses

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Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use the following addresses

For the Contracting Authority:

Any communication relating to this agreement shall be in writing, shall state the number and title of the Action and shall use the following address:

The National Authorising Officer of the Government of Sudan Ref. Capacity Development for Aid Management and Coordination Ministry of International Co-operation P.O. Box 2092 Khartoum - Sudan

For the Organisation:

Manuel Aranda da Silva
UNDP Resident Representative
Ref: Capacity Development for Aid Management and Coordination
House 7, Block 5 Gama'a Avenue
P.O. Box 913
Khartoum 11111 - Sudan

Article 6 - Annexes

6(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex 1: Description of the Action

Annex II: General Conditions applicable to European Community contribution agreements with

international organisations

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Annex III:

Budget for the Action

Annex IV:

Financial identification form

Annex V:

Standard request for payment

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

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

For the Organisation

Manuel Aranda da Silva

Position

UNDP Resident Representative

For the Contracting Authority

Name for El-Tigani Salih Fidail

Position

Minister of International Co-

operation

Signature

Date

Signature

Date

ELFATIHALISIA

MIC

Endorsed for financing by the European Community

Name

Kent Degerfelt

Position

Head of Delegation

Signature

Date

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