

## SPECIFIC AGREEMENT

1. Name of Project:	Governance and Economic Management Support (GEMS) as described in the Project Document titled " <b>Governance &amp; Economic Management Support (GEMS) Project</b> " dated 06 June 2019 (hereinafter the "Project").															
2. Agreement number:	UN ref. no. <b>xx</b> , the Donor ref. no. <b>SSD-19/0001</b> .															
3. Agreement Start Date:	Upon entry into force in accordance with paragraph 24, below.															
4. Support Period:	From <b>01 August 2019</b> to <b>31 December 2022</b>															
5. Agreement End Date:	The Agreement shall expire on <b>31 December 2022</b> with the completion of the Project. However, the obligations of the Parties under the Agreement will remain in force until all obligations have been fulfilled and all commitments and liabilities incurred in the implementation of the Project have been met.  The Recipient shall notify the Donor when all activities related to the Project have been completed.															
6. Donor:	The Norwegian Ministry of Foreign Affairs (NMFA).															
7. Recipient:	The United Nations Development Programme (UNDP)-South Sudan.															
8. Contribution Currency/Amount:	Not exceeding <b>NOK 242 276 625</b>															
9. Payment:	<input checked="" type="checkbox"/> The Contribution will be transferred in accordance with the following indicative disbursement plan: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th></th> <th>Tentative payment due date</th> <th>Currency/Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td><b>31 July 2019</b></td> <td><b>NOK 28.23 million</b></td> </tr> <tr> <td>2.</td> <td><b>31 March 2020</b></td> <td><b>NOK 74.59 million</b></td> </tr> <tr> <td>3.</td> <td><b>31 March 2021</b></td> <td><b>NOK 69.32 million</b></td> </tr> <tr> <td>4.</td> <td><b>31 March 2022</b></td> <td><b>NOK 70.14 million</b></td> </tr> </tbody> </table>		Tentative payment due date	Currency/Amount	1.	<b>31 July 2019</b>	<b>NOK 28.23 million</b>	2.	<b>31 March 2020</b>	<b>NOK 74.59 million</b>	3.	<b>31 March 2021</b>	<b>NOK 69.32 million</b>	4.	<b>31 March 2022</b>	<b>NOK 70.14 million</b>
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10. UNDP-South Sudan's Bank Account:	Bank name: DNB Bank ASA Bank address: Stranden 21, Aker Brygge 0021 Oslo, Norway Account title: UNDP Contributions (NOK) Account No.: 7001-02-43287 IBAN: NO4370010243287 SWIFT: DNBANOKK Bank Code: 00019 Account code: 1001															
11. Recovery Rate for Indirect Costs:	8 % of the Contribution charged on the basis of the total expenses incurred from the Contribution. UNDP/UNFPA/UNOPS Executive Board Decision 2013/9.															
12. Project Description and Budget:	The Project description and budget are included in Annex I.															

13. Remittance Advice to be sent to:	UNDP-South Sudan, Country Office, P.O Box 410, Plot No. 121 Ministries Road, Juba, South Sudan. Email Address: <a href="mailto:registry.ssd@undp.org">registry.ssd@undp.org</a>
14. Confirmation of Remittance Receipt to be sent to:	Royal Norwegian Embassy in Juba, South Sudan, <a href="mailto:Emb.juba@mfa.no">Emb.juba@mfa.no</a>
15. Consultations:	<p><input checked="" type="checkbox"/> Annual, tentatively in month of February.</p> <p><input checked="" type="checkbox"/> Other: Initially monthly, after two months and later quarterly, to discuss issues; as per Clause C below, project progress and associated risks as referred to in the <b>additional provision</b> to the agreement as stated below.</p> <p>Unless otherwise agreed, the Recipient shall convene and chair the consultations. The Recipient shall draft agreed minutes of the meetings and submit these within 3 weeks to the Donor for comments and approval. Each Party shall bear their own costs for participating in such consultations.</p> <p>The purpose of these consultations is to:</p> <ol style="list-style-type: none"> <li>a) review the progress of the Project</li> <li>b) discuss possible revisions of plans and budgets</li> <li>c) discuss issues of special concern for the implementation of the Project.</li> </ol> <p>The documents specified in the Framework Agreement (hereinafter the Framework Agreement) Articles V, VI and VII shall form the basis for the Annual Consultations.</p> <p><b>Additional provision as per the risks assessment</b></p> <p>In the event that the political and security situation in South Sudan worsen, or other external factors as outlined in the risk assessment endangers or makes the implementation of the Project not possible, both parties in consultations shall have the possibility to revise, or if necessary, terminate the project, re. item 22 in this Agreement.</p>
16. Additional reporting:	<p>The Recipient shall provide the following additional reporting:</p> <ol style="list-style-type: none"> <li>1. Quarterly reports (updates on risks and progress)</li> <li>2. Annual progress reports in reference to Article V Clause 2 and 3 of the 14 December 2015 - Framework Agreement.</li> </ol> <p>The costs of additional reporting to be provided hereunder shall be considered a direct cost of the Project, and be included in the budget.</p>
17. Contact Persons:	<p>(a) For the NMFA: Name: Lorents-Børre Finanger Title: Head of Development Cooperation Email: <a href="mailto:Lorents-Borre.Finanger@mfa.no">Lorents-Borre.Finanger@mfa.no</a></p>

	<p>Telephone: +211 920 900 525.</p>
18. Annexes:	<p>(b) For UNDP:  Name: Kamil Kamaluddeen  Title: Resident Representative  Email: <a href="mailto:kamil.kamaluddeen@undp.org">kamil.kamaluddeen@undp.org</a>  Telephone: +211 920 694 101</p> <p>Annex I: Project description, including Results Framework, Budget; and Description of Risk Management.  Annex II: Copy of the Framework Agreement.</p>
19. The NMFA agrees to make the Contribution to UNDP in accordance with the terms of this Specific Agreement and the Framework Agreement for the Project activities as specified in the Project description document.	
20. In the event that the Contribution is disbursed by the NMFA subject to a tentative payment schedule as set out paragraph 9 above, the Parties agree that such schedule shall be subject to the principle that payments must be received by the Recipient in advance of any implementation of Project activities. The tentative payment schedule may be amended as agreed between the Parties in writing, to ensure that it remains consistent with the progress of Project. If payments are not received in accordance with the payment schedule, the Recipient reserves the right to reduce, suspend or discontinue the Project.	
21. This Specific Agreement constitutes an agreement supplementary to the Framework Agreement between the Parties. The terms of the Framework Agreement constitutes an integral part of this Specific Agreement.	
22. This Specific Agreement may be modified by written agreement between the Parties. It may be terminated by mutual agreement of the Parties or by one Party providing to the other Party a written notice of termination of not less than 30 calendar days. Upon receipt by one Party of the other Party's written notice of termination, the Parties will take all reasonable and necessary measures to conclude the implementation of the Project and complete their activities in an orderly manner. The Recipient may apply any unutilized portion of the Contribution up to the date of termination to permit the orderly conclusion of the Project, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties, and the settlement of contractual commitments or liabilities relating to or in connection with the Project, including in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.	
23. Any unspent funds that according to the Framework Agreement shall be repaid to the NMFA, shall be marked: "Unused funds from: SSD-19/0001, Governance and Economic Management Support Project, repaid to the following bank account:  Name of the account: <b>Royal Norwegian Embassy</b> Account no.: <b>76940514491</b> IBAN no.: <b>NO4976940514491</b> Name and address of the bank: <b>DNB BANK ASA, c/o UD postboks 8114 Dep 0032, Oslo</b> Swift/BIC code: <b>DNBANOKKXXX</b>	
24. This Specific Agreement will enter into force on the date it is signed for and on behalf of both Parties.	<p>The Recipient shall inform the Royal Norwegian Embassy in Juba when a repayment is made via e-mail message with remittance information to <a href="mailto:emb.juba@mfa.no">emb.juba@mfa.no</a> stating the agreement number <b>SSD-19/0001</b>.</p>



25. In witness whereof, the undersigned, acting on behalf of their respective Parties, have signed the present Agreement in the English language in two copies.

**FOR THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS:**


Signature: 

Name: Lars Andersen

Title: Ambassador

Date: 11 July 2019

**FOR THE UNITED NATIONS DEVELOPMENT PROGRAMME:**

Signature: 

Name: Kamil Kamaluddeen

Title: Resident Representative

Date: 11 July 2019