

SPECIFIC AGREEMENT

1. Name of Programme/Project:	As described in the Project Document Strengthening Electoral Processes in Uganda Project (SEPU) dated 20.03.2020 (hereinafter the "Project")									
2. Agreement number	UN ref. no: UGA10/00126722, the Donor ref. no UGA-19/0004.									
3. Agreement Start Date:	Upon entry into force in accordance with paragraph 24, below.									
4. Support Period	From February 2020 to February 2022									
5. Agreement End Date:	The Agreement shall expire on 1 March 2022 with the completion of the Project. However, the obligations of the Parties under the Agreement will remain in force until all obligations arising from it 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									
7. Recipient:	United Nations Development Programme (UNDP)									
8. Contribution Currency/Amount:	Not exceeding NOK 25,000,000									
9. Payment (to be made upon written payment request):	<input checked="" type="checkbox"/> The Contribution will be transferred in accordance with the following indicative disbursement plan: <table border="1" data-bbox="710 1370 1324 1803"> <thead> <tr> <th></th> <th>Tentative payment due date</th> <th>Currency/Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Upon signing of Agreement</td> <td>NOK 15,000,000</td> </tr> <tr> <td>2.</td> <td>Upon the approval of the (narrative and financial) annual report for 2020</td> <td>NOK 10,000,000</td> </tr> </tbody> </table> <input type="checkbox"/> The full amount of the Contribution will be transferred upon entry into force of this Agreement.		Tentative payment due date	Currency/Amount	1.	Upon signing of Agreement	NOK 15,000,000	2.	Upon the approval of the (narrative and financial) annual report for 2020	NOK 10,000,000
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10. UNDP Bank Account:	Bank name: DNB NOR Bank ASA Bank address: Stranden 21, Aker Brygge, 0021 Oslo, Norway Account title: UNDP Contribution (NOK) Account No.: 7001-02-43287 IBAN/SWIFT: NO4370010243287/DNBANOKK Bank Code: 00019
11. Recovery Rate for Indirect Costs:	8 % of the Contribution charged on the basis of the total expenses incurred from the Contribution
12. Project Description and Budget	The Project description and budget are included in Annex I.
13. Remittance Advice to be sent to:	United Nations Development Programme Uganda Plot 11, Yusuf Lule Road Kampala PO. BOX 7184 Email: registry.uga@undp.org
14. Confirmation of Remittance Receipt to be sent to:	Embassy of Norway: emb.kampala@mfa.no
15. Consultations:	<p><input type="checkbox"/> Annual, tentatively in month of []/[] quarter. <input checked="" type="checkbox"/> Other:</p> <p>A governance structure has been established consisting of a Project Steering Committee (PSC), a Project Technical Committee (PTC) and a Project Donor Group (PDG). Terms of Reference for these bodies are attached as Annex 5 to the Project Document. The Donor shall be represented in all three bodies.</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 2 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 i.a to:</p> <ul style="list-style-type: none"> a) review the progress of the Project b) discuss possible revisions of plans and budgets c) discuss issues of special concern for the implementation of the Project. <p>The purpose is further elaborated in the abovementioned ToRs.</p> <p>The documents specified in the Framework Agreement Articles V (Progress Reporting on Results and Finances), shall form the basis for one of the required PSC meetings (the "Annual Meeting") unless otherwise agreed. The documents should be</p>

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	submitted at least two weeks before the Annual Meeting takes place unless otherwise agreed. The documents specified in the Framework Agreement Articles VI (Certified Financial Statements) and VII (Audits) may be presented in ad-hoc PSC meetings or in writing unless otherwise agreed.
16. Additional reporting:	<p>The Recipient shall provide the following additional reporting:</p> <ul style="list-style-type: none"> • Final evaluation, due no later than two (2) months after project completion or termination of the specific agreement. <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) <u>For the Donor:</u> Name: N/A Title: Head of Cooperation Email: emb.kampala@mfa.no Telephone: +256 (0)312 246 00</p> <p>(b) <u>For the Recipient:</u> Name: N/A Title: Resident Representative Email : registry.ug@undp.org Telephone : +256 417 112 100</p>
18. Annexes:	<p>Annex I: Project description, including Results Framework, Budget; and Description of Risk Management.</p> <p>Annex II: Copy of the Framework Agreement.</p>
19. The Donor agrees to make the Contribution to the Recipient (together with the Donor referred to as the “Parties”), 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 Donor 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 the 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 Donor, shall be marked: "Unused funds from: UGA-19/0004, Strengthening Electoral Processes in Uganda Project", and repaid to the following bank account:

Name of the account: Royal Norwegian Embassy in Kampala
Account no.: 7694.05.13584
IBAN no.: NO9476940513584
Name and address of the bank: DnB NOR ASA, 0021 Oslo, Norway
Swift/BIC code: DNBANOKKXXX

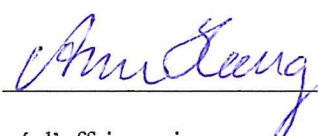
The Recipient shall inform the Donor when a repayment is made via e-mail message with remittance information to emb.kampala@mfa.no stating the agreement number.

24. This Specific Agreement will enter into force on the date it is signed for and on behalf of both Parties.

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:**

Arne Haug


Signature: 

Title: Chargé d'affaires a.i.

Date: 28 July 2020

**FOR THE UNITED NATIONS
DEVELOPMENT PROGRAMME
[UNDP]:**

Elsie Attafuah

Signature: 

Title: Resident Representative

Date: 28/07/2020