

# EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

2011/ 261-072

The European Union, represented by the Commission of the European Union, ("the Contracting Authority")

of the one part,

and

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

of the other part,

have agreed as follows:

## Special Conditions

### Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: *Support to the Palestinian Legislative Council Secretariat* ("the Action") as described in Annex 1.
- 1(2) 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 between the European Community and the United Nations signed on 29 April 2003* 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.
- 1(4) The Action *is* a Joint Management Action for all purposes of this Agreement.
- 1(5) The Action *is not* a Multi-donor Action for all purposes of this Agreement.

### 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 twenty-four (24) months.



### **Article 3 - Financing the Action**

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 1,400,000.00 as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 1,400,000.00, equivalent to 100 % of the estimated total eligible cost specified in paragraph 1; the final amount will be established in accordance with Articles 14 and 17 of Annex II.
- 3(3) Pursuant to Article 14(4) of Annex II, 7% of the final amount of direct eligible costs of the Action to be reimbursed by the Contracting Authority to the Organisation in accordance with Articles 14 and 17 of Annex II, may be claimed by the Organisation as indirect costs.

### **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:

First pre-financing	EUR 716,032
Forecast further instalments of pre-financing (subject to the provisions of Annex II)	EUR 554,774
Forecast final payment (subject to the provisions of Annex II)	EUR 129,194

### **Article 5 - Contact addresses**

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:

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

The EU Representative  
Office of the European Representative  
West Bank & Gaza Strip  
George Adam Smith Street 5  
P.O. Box 22207, Mount of Olives  
Jerusalem (via Israel)

#### For the Organisation:

Special Representative  
United Nations Development Programme/  
Programme of Assistance to the Palestinian People  
4 A Yakubi St.  
P.O. Box 51359  
91191 Jerusalem (via Israel)

**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
- Annex II: General Conditions applicable to European Community contribution agreements with United Nations
- 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 Jerusalem in three originals in the English language, two for the Contracting Authority and one for the Organisation.

**For the Organisation**

Name Frode Muring  
Position Special Representative  
Signature  
Date

**For the Contracting Authority**

Name Christian Berger  
Position EU Representative  
Signature   
Date 9/3/2011

