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With qualified electronic signature(s)

EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR EUROPEAN CIVIL PROTECTION AND HUMANITARIAN AID OPERATIONS (ECHO)
Sub-Saharan Africa, Asia, Latin America and Pacific
East and Southern Africa

EUROPEAN UNION
HUMANITARIAN AID CONTRIBUTION AGREEMENT

Project: 2022/00223/RQ/01/03 – Agreement number ECHO/-SF/BUD/2022/91004
(the "Agreement")

The **EUROPEAN UNION**, represented by the European Commission,
first counterparty,

and

UNITED NATIONS DEVELOPMENT PROGRAMME UNDP
1, United Nations Plaza
10017 NEW YORK - USA

hereinafter the "**Organisation**",

and

Number	Registered name	Address
1	**UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME**	United Nations Human Settlements Programme **(UN-HABITAT)**, established in P.O.Box 30030, GPO 00100 NAIROBI KENYA

second counterparty, (individually a "Party" and collectively the "Parties") have agreed as follows:

SPECIAL CONDITIONS

Article 1 - Purpose

1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action **Strengthening all-inclusive Disaster preparedness and linking Early Warning to Early Action in Mzuzu, Blantyre, Lilongwe and Zomba City Councils, MALAWI** as described in Annex I (the "Action"). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the European Commission.

1.2 The Action is a Multi-Donor Action.

1.3 In the performance of the activities, the Organisation shall:

a) apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillar assessment.

b) apply its own procurement procedures and its own rules for the award of Grants, as assessed in the ex-ante pillar assessment.

c) apply its own rules and procedures on exclusion from access to funding, on publication of information on recipients and on protection of personal data, as assessed in the ex-ante assessment.

In the performance of the activities, the **UN-HABITAT** shall:

a) Apply its own accounting, internal control and audit system which have been positively assessed in the ex-ante assessment.

b) Apply its own procurement procedures and rules for the award of grants, as assessed in the ex-ante pillar assessment.

c) Apply its own rules and procedures for exclusion from access to funding, as assessed in the ex-ante pillar assessment.

d) For publication of the information on recipients and protection of personal data, the Organisation, as an interim arrangement, and pending notification of the positive assessment of the Organisation's rules for the related pillar assessment, undertakes to apply the supplementary conditions laid down in Article 7.1.16 and 7.1.19 of these Special Conditions. The European Commission recognises that such supplementary conditions are without prejudice to the Organisation's status under international law, its privileges and immunities and its regulatory framework, and that funds will continue to be administered in accordance with the Organisation's regulatory framework. Article, 7.1.16 and 7.1.19 shall cease to apply as from the date on which the European Commission notifies the Organisation of the positive assessment of the Organisation's rules for the related pillars.

The Organisation and the Partner are free to use any Regulations and Rules which have not been subject to an ex-ante pillar assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement.

The Organisation declares that no substantial changes, which have not already been communicated to the Commission, affect the pillar-assessed rules and procedures referred to under the present Article.

1.4 The Action is financed under EU Budget.

1.5 **The Organisation, UN-HABITAT** shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.

1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement (FAFA) between the European Union represented by the European Commission and the United Nations.

Article 2 - Entry into Force and Implementation Period

Entry into Force

2.1 The Agreement shall enter into force on the date when the last Party signs.

Implementation Period

2.2 The implementation period of the Agreement (the "Implementation Period") shall start on **01/01/2023**.

2.3 The Implementation Period of the Agreement is **24** months.

Article 3 - Financing the Action

3.1 The total cost of the Action[1] is estimated at ("Currency of the Agreement") **EUR 1 852 039.77**, as set out in the Financial Statement of Annex I. The European Commission undertakes to provide a contribution up to a maximum of **EUR 1 500 000.00** (the "EU Contribution").

The final amount will be established in accordance with Articles 18 to 20 of Annex II.

Remuneration

3.2 The remuneration of the Organisation by the European Commission for the activities to be implemented by the Organisation under this Agreement shall be **7.00%** of the final amount of eligible direct costs of the Action to be reimbursed by the European Commission incurred by the Organisation.

The remuneration of the **UN-HABITAT** by the European Commission for the activities to be implemented by the **UN-HABITAT** under this Agreement shall be **7.00%** of the final amount of eligible direct costs of the Action incurred by the **UN-HABITAT**.

Interest on pre-financing

3.3 Interest generated on pre-financing shall not be due.

Article 4 - Payment Arrangements and Reporting

4.1 The pre-financing rate is **80.00 %**.

4.2 Payments shall be made in accordance with Article 19 of Annex II.

4.3 **Fourteen and three** months before the end of the implementation period of the Agreement, the International Organisation shall submit a Progress Report on the Action's implementation, covering the implementation up to one month before the reporting date.

[1] This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU Contribution.

4.4 The International Organisation shall submit the final payment request and the Final Report within **three** months after the end of the implementation period of the Agreement as specified in the Special Conditions and pursuant to Article 19 of the General Conditions

Article 5 – Communication language and contacts

5.1 All communications to the European Commission in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English, or where appropriate, in French.

5.2 Any communication relating to the Agreement, shall be made in writing via the electronic exchange system developed by the Commission and to which the International Organisation has been granted access via an appropriate authentication system. Access to the electronic exchange system is subject to a unique username and password, and documents submitted via this medium shall be considered equivalent to signed documents. It is the responsibility of the International Organisation to ensure the accuracy of the information supplied, to manage its own user rights and to take the necessary measures to avoid unauthorized access or use.

5.3 By way of exception to Article 5.2, where access to the electronic exchange system is not technically possible, communication relating to the Agreement may be made either electronically by e-mail or by postal delivery, mentioning the number of the Agreement.

a) When such communication is made by the Commission through e-mail, it shall be sent to the e-mail address of the International Organisation identified in the Single Form. Communication by postal delivery shall be sent to the postal address of the International Organisation supplied through the electronic exchange system.

b) When such communication is made by the International Organisation by e-mail, it shall be sent to contact persons in the Commission responsible for the Agreement. When such communication is made by the International Organisation by postal delivery, it shall be sent to the postal address of the Commission: European Commission, Directorate-General for European Civil Protection and Humanitarian Aid Operations (ECHO), B- 1049 Brussels, Belgium

5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.

5.5 The Organisation shall designate a contact point which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities.

5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the European Commission and the authorised person designated by the Organisation.

Article 6 - Annexes

6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex I: Single Form (including the Logical Framework of the Action)

Annex II: General Conditions for Humanitarian Aid Contribution Agreements

Annex II.a: Provisions applicable only to Multi-Partner Contribution Agreements

Annex III: Management Declaration template

6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II (including Annex II.a) and those of the other Annexes, the provisions of Annex II (including Annex II.a) shall take precedence.

Article 7 – Additional specific conditions applying to the Action

7.1 The following shall supplement Annex II:

7.1.1 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation and/or the Partner(s) may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

a) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;

b) They fall within one of the following categories:

i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Single Form (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.

ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;

iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.

iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;

v) costs of consumables and supplies specifically purchased for the operations of the project office;

vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;

vii) costs of energy and water specifically supplied for the operations of the project office;

viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;

c) Where costs of the project office are declared as actual costs, the Organisation and/or the Partner(s) declares as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.

d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

7.1.2 Not applicable.

7.1.3 Not applicable.

7.1.4 For the purpose of this Agreement, the Organisation acts as UN Administrative Agent, under the following conditions:

a) The Organisation shall serve as the administrative interface between the European Commission, other donors and the Participating UN Organisations. The monitoring task established in Article 2.b of Annex II.a shall be implemented in accordance with the mandate of the UN Administrative Agent.

b) In addition to the tasks described in Article 2 of Annex II.a, the Organisation shall act as Administrative Agent for the UN Organisations and will therefore:

i) receive financial contributions from all donors that wish to provide financial support to the Action;

ii) administer the funds received, in accordance with its applicable Regulations and Rules, including the provisions relating to winding up the Action and related matters;

iii) subject to availability of funds, disburse such funds to each of the Participating UN Organisations in accordance with instructions from the Steering Committee, taking into account the budget set out in the approved programmatic document/Joint Programme Document[2], as amended in writing by the Steering Committee;

iv) consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organisation, as set forth in the TOR/Joint Programme Document, and provide these to each donor that has contributed to the Fund/Programme Account and to the Steering Committee;

v) provide final reporting, including notification that the Action has been operationally completed;

vi) disburse funds to a Participating UN Organisation for any additional costs of the tasks that the Steering Committee may decide to allocate in accordance with the TOR/Joint Programme Document.

[2] For the purposes of this Agreement, an approved programmatic document shall refer to an annual work plan or programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes.

c) A coordination mechanism (referred to as the "Steering Committee")[3] to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Fund or Programme shall be established. The detailed description of key roles, responsibilities and functions of the Steering Committee is provided in Annex I ("Single Form").

d) Without prejudice to points 2.b) to 2.k) of Article 2 of Annex II.a), the Organisation shall be solely responsible for the performance of tasks assigned to it in Annex I and in the specific agreement between itself and the Partners.

7.1.5 Where the communication of specific information to the Commission under Article 6.1 of the General Conditions would raise difficulties in light of the internal rules of the International Organisation, both Parties commit to consult each other with a view to finding a mutually acceptable solution.

7.1.6 Not applicable.

7.1.7 Not applicable.

7.1.8 Not applicable.

7.1.9 Not applicable.

7.1.10 Not applicable.

7.1.11 Not applicable.

7.1.12 Not applicable.

7.1.13 Not applicable.

7.1.14 Not applicable.

7.1.15 Not applicable.

7.1.16 For the implementation of Article 22.1 of the General Conditions, on a regular basis, at least once a year, the Organisation will publish on its website information on all Grants financed by an EU Contribution. Such information for publication includes the title of the agreement/project, nature and purpose of the agreement/project, name and locality of the Implementing Partner and amount of the agreement. Consistent with Article 22.1 of the General Conditions, decisions for publication of such information will be made in full respect of the requirements of the Organization for confidentiality, safety and security and in particular the protection of personal data. The requirement to publish information of Grants does not apply to:

[3] The Steering Committee (SC) is co-chaired by the Government and the UN Resident Coordinator (RC) or the Deputy Special Representative of the Secretary General (DSRSG). Members include the UN and government representatives and may also include donors. The decision on the inclusion of donors is taken at the country level. Steering Committee composition ensures the principles of national ownership, inclusiveness and balanced representation, as well as the need to have a manageable size for decision-making effectiveness.

– cases where publication would threaten the rights and freedom of individuals or harm the recipient's commercial interests or would jeopardize the Organisation's privileges and immunities.

The undertakings in this Article 7.1.16 to publish the above Grant details will be implemented by the Organisation by no later than 30 March 2023 for all Grants financed by the EU Contribution signed after 1 January 2022.

7.1.17 Not applicable.

7.1.18 Not applicable.

7.1.19 The Organisation shall ensure an appropriate protection of personal data in accordance with Articles 2.4 and 7 of Annex II. For the purpose of this Article, the Organisation will take appropriate steps:

- to develop and finalize a framework policy governing the processing of personal data, together with an implementation process (i) for the principles of the right to information and the right to access and rectify or erase personal data; and (ii) for other data protection principles, such as data transparency;
- to develop appropriate policy specific to Personal Data Protection; and
- to include data protection principles in relevant documents in all the phases of the Organisation grant and procurement processes, as appropriate.

The undertakings under the present Article 7.1.19 will be implemented by the Organisation by no later than 31 March 2023 for all agreements financed under the EU Contribution signed after 1 January 2022.

7.1.20 Not applicable.

7.2 Not applicable.

The European Commission and the Parties mutually accept the validity of their qualified electronic signatures and recognise the latter as equivalent to hand-written signatures[4].

[4] Contribution agreements may be concluded through the use of a 'qualified electronic signature' (QES), in compliance with Regulation (EU) No 910/2014 and recognized by the latter having equivalent legal effect to a hand-written signature (see note Ares(2020)7573858 for more details), where both the applicable law and the dispute settlement forum are in an EU Member State (e.g. contribution agreements concluded with Member States Organisations).

In case the applicable law and the dispute settlement forum are not in an EU Member State (e.g. contribution agreements signed with International Organisations), contribution agreements may be concluded 'electronically' subject to the introduction, in these Special Conditions, of ad-hoc provisions through which the Parties recognize the validity of each other's electronic signatures. In this context, please note that the Commission may only use and recognize the QES, which is equivalent to a hand-written signature, in accordance with the above-mentioned EU Regulation.

Done in Brussels, in the English language.

For the Organisation

Name **Camilla BRUCKNER**

Position **Director of UNDP Brussels**

Date 21/12/2022

Signature

For the European Commission

Name **Dominique ALBERT**

Position **Head of Unit ECHO.DDG.D.3**

Date

Signature Qualified electronic signature by:
DOMINIQUE MADELEINE MARIE ALBERT
Date: 2022-12-08 17:00:52 +01:00

For UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

Name **GARY LANDES** PAULIUS KULIKAUSKAS

Position **Director (a.i)** CHIEF UN-HABITAT OFFICE BRUSSELS

Date 22/12/2022

Signature

ANNEX I

DESCRIPTION OF THE ACTION

contained in e-Single Form

2022/00223/RQ/01/03