

EUROPEAN UNION CONTRIBUTION AGREEMENT

2025/483-422

The European Union, represented by the European Commission (the “Contracting Authority”), first counterparty,

and

United Nations Development Programme (UNDP)
International Organisation
One UN Plaza
10017 – New York, USA,
hereinafter the “**Organisation**”

and

United Nations Office for Disaster Risk Reduction (UNDRR)
International Organisation (part of the UN Secretariat)
Palais des Nations, 8-14, Avenue de la Paix
Geneva 1211, Switzerland
hereinafter the “**Partner**”

, 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 “*UNDP-UNDRR Support to European Union-Caribbean-Resilient Programme (EU-CA-RES)*” 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 Contracting Authority.

1.2 The Action is a Multi-Donor Action and the EU Contribution is not earmarked.

1.3 The Organisation declares that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

In the performance of the activities, the Organisation shall:

- Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment and
- Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment.

1.3bis This Agreement is a Multi-Partner Contribution Agreement.

The United Nations Office for Disaster Risk Reduction is a pillar-assessed Partner for the purposes of this Agreement.

In the performance of the activities, the United Nations Office for Disaster Risk Reduction shall:

- Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment complemented with the ad-hoc measures laid down in Article 7, and
- Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment complemented with the ad-hoc measures laid down in Articles 7.1.2 and 7.1.3 of these Special Conditions. Articles 7.1.2 and 7.1.3 of these Special Conditions shall cease to apply as from the date on which the Commission notifies the Partner (UN Secretariat) of the positive pillar-assessment of its own rules for procurement procedures and the award of Grants. In such case, the Partner shall apply its own rules for procurement procedures and the award of Grants as assessed in the pillar-assessment.

The pillar-assessed Partner declares that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

- 1.4 The Action is financed under the Neighbourhood, Development and International Cooperation Instrument – Global Europe.
- 1.5 The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.

The Partner 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 and the United Nations signed on 29 April 2003 as amended by Addendum No. 1 signed on 26 February 2014 and Addendum No. 2 signed on 31 December 2018.

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 commence on: the date when the last Party signs
- 2.3 The Implementation Period of the Agreement is 48 months.

Article 3 - Financing the Action

- 3.1 The total cost of the Action¹ is estimated at USD 4,589,599, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 4,000,000, which is estimated at USD 4,318,800 (the "EU Contribution").

The final amount will be established in accordance with Articles 16 to 18 of Annex II.

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

Remuneration

- 3.2 The remuneration of the Organisation by the Contracting Authority for the activities to be implemented under this Agreement shall be 7% of the final amount of eligible direct costs of the Action.

The remuneration of the Partner by the Contracting Authority for the activities to be implemented by the Partner under this Agreement shall be 7% of the final amount of eligible direct costs of the Action incurred by the Partner.

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 100% .
- 4.2 Payments shall be made in accordance with Article 17 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment: USD 1,242,943

Further pre-financing instalment(s): USD 3,075,857 following the end of the 1st, 2nd, 3rd reporting period, corresponding to the Contracting Authority's part of the forecast budget for the subsequent 12 months.

Forecast balance of the final amount of the EU Contribution, if any (subject to the provisions of Annex II): USD 0

The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.

- 4.3 The Organisation acknowledges that the European Commission intends to progressively introduce an Electronic Exchange System pursuant to the EU Financial Regulation, accessible via the Single Electronic Data Interchange Area (SEDIA) portal, the "EU Funding & Tender Opportunities" portal (the "System"), for the electronic management of this Agreement.

The European Commission shall inform the Organisation at least three months prior to the date on which other documents and processes related to this Agreement (including reports, electronic payment requests and communications) are to be processed via the System.

Notwithstanding the above the Organisation shall submit the information referred to in Article 3.7 b) of Annex II via the System for all reports under this Agreement.

- 4.4 Payments shall be made in accordance with Article 17 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

Article 5 – Communication language and contacts

- 5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.
- 5.2 Subject to Article 4.3, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority's contract number and the title of the Action, and shall be dispatched to the addresses below.
- 5.3 Subject to Article 4.3, any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

European Commission

Delegation of the EU to Barbados, the Eastern Caribbean States, the OECS and CARICOM/CARIFORUM

Hastings, Christ Church, Barbados BB15156

For the attention of the Green Deal Partnership Section with a copy to Head of Finance, Contracts and Audit Section.

E-mail: DELEGATION-BARBADOS@EEAS.EUROPA.EU

Phone: +1 (246) 4348501

For the Organisation

Turhan Saleh, Deputy Director of UNDP Crisis Bureau

304 East 45th Street (FF - 1616)

New York, NY 10017

- 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 contact point within the Organisation, 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 shall be: Office of Audit and Investigations, Head of Investigation Section, United Nations Development Programme, One United Nations Plaza, DCI Building 4th Floor, New York, NY 100017, USA.
- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:
- Turhan Saleh, Deputy Director of UNDP Crisis Bureau
- 304 East 45th Street (FF - 1616)
- New York, NY 10017

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 (including the Logical Framework of the Action)
 - Annex II: General Conditions for Contribution Agreements
 - Annex II.a: Provisions applicable only to Multi-Partner Contribution Agreements
 - Annex III: Budget for the Action
 - Annex IV: Financial Identification Form and the Legal Entity File
 - Annex V: Standard Request for Payment
 - Annex VI: 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 Pursuant to Article 2 of Annex II the United Nations Office for Disaster Risk Reduction shall apply the following ad hoc measures:
- 7.1.2 The Partner may award Procurement Contracts provided that the rules and procedures used meet the following conditions:
- a) they comply with the principle of broad competition of tenderers to obtain the best value for money and negotiated procedures are limited to reasonable amounts or are duly justified;
 - b) they ensure transparency with adequate ex ante publication of calls for tenders;
 - c) they ensure that tenders are evaluated according to pre-defined selection and award criteria for evaluation;
 - d) they comply with the principles of proportionality and equal treatment;
 - e) they prevent conflicts of interest throughout the entire procurement procedure;
 - f) they apply appropriate review procedures and rules for recovering funds unduly paid.
- 7.1.3 The Partner may award Grants provided that the rules and procedures used meet the following conditions:
- a) they comply with the principles of proportionality and equal treatment;
 - b) they ensure that costs are not financed twice for the same action implemented by a grant beneficiary ("non double funding" principle);
 - c) they ensure that grants are not awarded for actions already completed and that grants may be awarded for an action that has already begun in duly justified cases or in the event of extreme urgency ("non retroactivity" principle);
 - d) they ensure, that Grant Beneficiaries meet pre-defined eligibility and award criteria, and to a reasonable extent have sufficient financial and operational capacity, keep adequate records and are subject to checks and audit;
 - e) they ensure transparency, with adequate publication of calls for proposals, direct award procedures being limited to reasonable amounts or being duly justified;
 - f) they prevent conflicts of interest throughout the entire Grant award procedure;
 - g) they ensure that Grant Agreements concluded by the Partner include provisions ensuring that amounts declared by beneficiaries in their payment requests are necessary, justified, accurate, properly recorded and eligible in accordance with the conditions of the grant agreement, provisions on the reduction of the Grant, financial reporting, suspension and termination and recovery of funds.
- 7.1.4 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 16.1 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 Description of the Action (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) may declare 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.

7.2 The following derogations from Annex II shall apply:

7.2.1 By derogation from Article 17.1 of Annex II, the first pre-financing instalment shall be paid within 60 days of receipt of the payment request by the contracting authority.

Done in Barbados in four originals in the English language, two for the Contracting Authority, one for the Organisation and one for the Partner.

For the Organisation

Name: Shoko Noda

Position: UN Assistant
Secretary-General,
Assistant Administrator and
Director, Crisis Bureau,
UNDP

Signature:



Date: 25 July 2025

For the Contracting Authority

Name: Malgorzata Wasilewska

Position: Head of Delegation
Delegation of the European Union
to Barbados, the Eastern Caribbean States,
the OECS and CARICOM/CARIFORUM

Signature:



Date: 15 July 2025

For UNDRR

Name: Paola Albrito

Position: Director, United
Nations Office for
Disaster Risk Reduction

Signature:



Date: 6 August 2025