

Contribution AgreementINSC/2019/406-735Annex I – Description of Action**Project Title:** Stakeholder Engagement for Uranium Legacy Remediation in Central Asia. Phase II**Project Number:** EU Contribution Agreement Reference: INSC/2019/406-735**Implementing Partners:** Led by UNDP in partnership with OSCE (as “grant beneficiary”)**Start Date:** The day after UNDP signature date (indicative 15 June 2019)**End Date:** Start date + 36 months**Brief Description**

The objective of the Phase II is to reduce risk of the negative impact of the uranium waste on people, livelihoods, and environment through raising awareness and supporting people-centred, gender sensitive, risk-informed solutions in legacy sites at the level of local communities in Tajikistan, Kyrgyzstan, and Uzbekistan. This objective will be achieved through implementing targeted public advocacy and outreach campaign, building upon the successful awareness raising work of the Phase I; improving implementation of the regulatory environment through effective community engagement in the decision making process in the legacy sites; strengthening national and cross-border cooperation in uranium legacy remediation, and carrying out targeted community level socio-economic interventions to reduce the risk of ULSs in at-risk communities in Tajikistan, Kyrgyzstan, and Uzbekistan. The realization of the project objective will be achieved through ensuring public consultations and participation as well as active engagement of the local authorities, academia, and the local NGOs.

All the components of the project are closely intertwined, through a holistic approach, to ensure sustainability of the project results. The project’s objective will be achieved through the following three key development outcomes:

1. Increased understanding of local and national decision-makers and community members about uranium waste risk and its impact on people, livelihoods, and environment;
2. Reinforced implementation of the legal and regulatory framework through community engagement in the safe governance of legacy sites;
3. Uranium legacy risk reduction in target communities through gender sensitive social economic development projects.

Total resources required:	EUR 1,239,480	
Total resources allocated:	EC:	EUR 1,000,000
	Other donors’ funds:	EUR 239,480

TABLE of CONTENT

I. Development challenge.....	3
II. Strategy	12
III. Results and partnerships	14
IV. Project management	26
V. Results framework	30
VI. Monitoring	33
VII. Duration and indicative multi year action plan	35
VIII. Risk Management.....	36

I. Development Challenge

The uranium legacy causes serious threat to livelihoods, human health, and the environment in Central Asia. According to rough estimations around 1 billion tons of waste from mining and processing radioactive ores is stored on tailings sites across the region. This is largely the legacy of the Soviet Union where Central Asia served as the main uranium supplier to its nuclear industry for nearly 40 years. Various assessments carried out on radioactive risk in the region show that many of high-risk legacy sites are insufficiently secured, the waste containment structures are often inadequate and frequently damaged, and they lack adequate technical expertise and maintenance. These legacy sites pose serious risks to the environment and public health, including physical, radiological and toxicological risks to people and animals living close to the sites. Many of the uranium legacy sites are concentrated along the tributaries to the Syr-Darya River, that runs through the Fergana Valley – the agricultural centre of the region shared by the Kyrgyz Republic, Tajikistan, and Uzbekistan – which might potentially cause transboundary implications.

High political importance of uranium legacy sites in Central Asia and the importance of consolidated efforts of international community in support to national authorities was highlighted in the resolution “The role of the international community in averting the radiation threat in Central Asia” of the United Nations General Assembly from 20 December 2013, which was renewed 20 December 2018. A major milestone in ensuring synergy across all actors in overcoming the legacy of uranium mining in Central Asia is the Strategic Master Plan for Remediation of Uranium Legacy Sites in Central Asia (SMP). The SMP was developed by the core group of the Coordination Group for Uranium Legacy Sites (CGULS)¹ – a platform that comprises concerned member states and their international partners, including UNDP and OSCE, engaged in the management, remediation or regulatory oversight of uranium legacy sites. The SMP was signed by the Kyrgyz Republic, Tajikistan, Uzbekistan, the IAEA, the European Commission and the EBRD at the IAEA General Conference in Vienna in September 2017. It sets out a detailed blueprint for the environmental remediation of priority sites in the Kyrgyz Republic, Tajikistan, and Uzbekistan. The multilateral Environmental Remediation Account for Central Asia (ERA fund), managed by EBRD and established at the initiative of the European Commission in May 2015, will be the financial vehicle to implement specific remediation works at seven prioritized uranium legacy sites that are included in the SMP.

The SMP reiterates the importance and the criticality of stakeholder engagement for successful remediation activities, the missing component in similar internationally funded interventions, and makes a specific reference to the role of OSCE-supported Aarhus Centres. This is tightly linked with the outcomes of the *Stakeholder Engagement for Uranium Legacy Remediation in Central Asia 2015 – 2018* (or Phase I) project funded under the Instrument for Nuclear Safety Cooperation (INSC) programme of the EU² and implemented by the Environment and Security Initiative (ENVSEC) partners. The Phase I project focused on the following three outputs:

1. Stakeholder risk perceptions and capacities assessed;
2. Public awareness raised, and outreach facilitated for transparency, uptake and informed decision-making;
3. Capacities developed to ensure sustainable stakeholder engagement in FS and EIA.

Building upon its experience and comparative advantages of partners, the Environment and Security Initiative (ENVSEC) has a rich past and ongoing experience in initiatives aiming at strengthening coordination and mobilisation of resources for sustainable uranium waste management in Central

¹ <http://www-ns.iaea.org/projects/ec-insc/cguls.asp?s=8&l=71>

² https://ec.europa.eu/europeaid/tags/insc-0_en

Asia. Furthermore, key national stakeholders in beneficiary countries are well aware of ENVSEC partners' work, which was well received at community level. Past initiatives have entailed comprehensive actions for assessing risk perception on local level ("bottom up" approach) and capacity to further inform remediation processes. Based on results of capacity assessment public awareness and outreach and capacity development activities have been implemented.

While each of the ENVSEC partners - UNDP, OSCE, and UN Environment – had its share of responsibility for the implementation of its respective outputs, collectively they were focused on creating synergy throughout the whole project implementation. The project has achieved significant results during Phase I and has laid down a solid foundation upon which lasting awareness, capacity building and local community engagement projects can be implemented to ensure sustainability and development impact on the ground.

During the Phase I, under the UNDP-led component, a sociological survey was organized to reveal the perception of the local population on risk from the uranium tailings. The research has shed light on urgent needs of stakeholders to raise people's awareness about radiological safety. Under the OSCE-led component, the OSCE led the public awareness and public outreach activities and strengthened the capacities of Aarhus Centres for informing and engaging stakeholders in the remediation process. In addition to its support for the relevant activities of Aarhus Centre in Osh (Kyrgyzstan) and Aarhus Centre in Khujand (Tajikistan), the OSCE established three Public Environmental Information Centres in Mailuu-Suu, Shekaftar and Min-Kush in Kyrgyzstan. The OSCE, including through parallel funding supported the establishment and operation of two Public Information Centres in Tashkent and Namangan in Uzbekistan.

Under the UN Environment-led component the focus was on designing and implementing tailored capacity development strategies for the national and local stakeholders on full remediation process, including feasibility studies and environmental impact assessment and following phases. All the activities were implemented in cooperation with the CGULS and other parties involved in this theme.

The first phase of the Project has generated sufficient evidence for follow up actions and pilot demonstrative projects at local levels. In Kyrgyzstan the risk perception and capacity needs assessments conducted during the first year of implementation revealed significant issues in national institutions' interventions aimed at public awareness, causing a not sufficient confidence between national institutions and local population in remediation works. In Tajikistan, the results of the risk perception survey revealed a low level of awareness amongst the target population of radiation issues. Based on the risk perception survey and needs assessment, information materials for awareness raising campaign targeting vulnerable groups, were developed and the awareness raising activities were tested in target areas.

The conclusions of the risk perception and capacity needs assessment conducted during the project's Phase I, have served as a starting point for a multi-stakeholder dialogue on follow up activities to be implemented during the proposed Phase II of the project.³

Phase II will put an emphasis on both awareness raising campaign and pilot demonstration projects, to promote civic engagement and participation in the management of Uranium Legacy Sites.

The result of this highly participatory approach has pointed out that while awareness raising activities need to continue, as the local population is still largely unaware of the radiological risks to health and

³ The Survey's Results are presented in detail, in the Phase I Project final report.

environment and getting information from informal and unreliable sources, community led pilot demonstration projects need to accompany the awareness raising and outreach campaign. The survey has recommended some concrete interventions that could improve the socio-economic conditions and awareness in the targeted regions and increase resilience and livelihoods.

Therefore, based on the results and recommendations of Phase I project, the Phase II project will have a dual approach to increase awareness and understanding of the “ULS risks” include both risk associated to physical (sink holes, mine shafts, old building/structures etc), radiological (gamma radiation, radioactive dust and water, radon) and toxicological (heavy metals and chemicals from tailings) risk among local communities, namely an integrated awareness raising campaign will be accompanied by pilot demonstration projects, the latter which will promote civic engagement and participation in the safe management of Uranium Legacy Sites (ULS). Another aspect highlighted by the Phase I survey, is that both national authorities and local population living at ULSs will greatly benefit from strengthened mutual trust, which will be cultivated through increased understanding of the local population on their legal rights to participation in the safe management of the ULSs and increased access to reliable information regarding risks and remediation measures.

While Phase I project has created a solid foundation for increased public awareness and engagement in radioactive risk reduction, the SMP has reiterated the criticality of strong public awareness and public engagement in remediation activities for the long-term sustainability of the results. In line with the commitments to the Plan and based on the results and conclusions of Phase I Project, the ENVSEC partners (UNDP and OSCE) are fully invested to follow up and strengthen the outcomes of the Phase I project.

The proposed project outlines the scope and the scale of the second phase of the *Stakeholder Engagement for Uranium Legacy Remediation in Central Asia* project (or Phase II), which is based on the achievements and lessons of its first phase. The Action is focused on Kyrgyzstan, Tajikistan and Uzbekistan and through its planned outputs and activities, the Action will support the governments of these countries to advance risk-informed progressive policies aligned with national SDG targets and national long-term development priorities. The Phase II project will contribute to the implementation of the 2030 Agenda, primarily the SDG 3, SDG 6, SDG 11, SDG 13, SDG 15 and SDG 16.

Phase II project will be established with other DRR-related interventions in the region, which will seek to create synergies across different project, particularly UNDP-JICA projects in Tajikistan and Kyrgyzstan each focused largely on risk assessment, early warning and building response capacities. Gender-sensitive DRR planning and implementation is a missing link in effective resilience building efforts. Following the steps of Phase I project, Phase II project is designed to ensure that the needs and concerns of gender and youth are identified, addressed to generate a strong demand within local communities to engage women, youth and disadvantaged groups in the governance of ULSs. Lack of data on gender analysis makes it hard to identify and distinguish needs and vulnerabilities of women, girls, men and boys living in disaster prone areas, which is the case of the targeted ULS. Risk analysis at the ULS sites show that the main risks comes from local high-level gamma/radon emission hotspots; sinkholes and adits easily accessible for the public; grazing domestic animals at or near contaminated objects; usage of contaminated water; from metal scavenging activities on tailing sites and abandoned buildings; ongoing wind erosion and landslides/mudslides events spreading the contaminated material into the waterways. Therefore, follow up actions proposed during the second phase will support gender-sensitive disaster risk reduction local pilot measures. By so doing, the projects align with national targets under the SDG 5 and implementation of the Sendai Framework for Disaster Risk reduction in these countries.

Overview of the situation

General overview

The SMP builds on the relevant activities already undertaken by national authorities with the support of international actors in the region. While the SMP ranked the ULSs in terms of risk or priority for remediation and designed the roadmap for its realization, it also highlighted the importance of more integrated and systemic approach to maximize synergies and avoid duplication. The latter requires regional efforts in ensuring a platform for cross-country information exchange and deliberation.

The Phase II is designed to address the governance of ULSs with active engagement of the local population living in the targeted sites, in activities which will reduce risk to their health, livelihoods, and environment. The proposed Action therefore takes a people-centred approach and articulates the need to create ownership at local level, in building resilience and civic engagement. Gender equality and women and youth empowerment will be a distinct part of the project's strategy, thus ensuring that all necessary preconditions for equal engagement of men and women, girls and boys in the ULSs governance, are created. Targeted and simple interventions in these directions could also contribute to more conducive environment for the remediation activities to be implemented under the SMP. The project context varies from country to country and from site to site and requires careful tailoring of its activities to the local specifics.

Understanding the specific context of each country and the opportunities for regional cooperation provides the foundation for the planned interventions in Phase II project. In fact, addressing the sustainable management of Uranium Legacy Sites in Central Asia makes development sense, given the countries' shared history, uranium processing industry legacy and similar geo-morphological conditions. The safe closure of the uranium sites and decommissioning of facilities followed by remediation involve similar procedures and need an enabling regulatory framework for full operationalization. While distinct local measures and community level activities will be tailored made for each country situation, opportunities for regional and cross-border cooperation will strengthen the efficiency of the development outcome on the ground and will inspire and stimulate transfer and adoption of best practices among beneficiary countries.

The map shows the location of ULSs in Central Asia covered by the SMP. The Phase II project will include the seven priority Uranium Legacy Sites (Yangiabad and Charkasar in Uzbekistan; Istiklol (Taboshar) and Deymay/Buston in Tajikistan; Min-Kush, Shekaftar and Mailuu-Suu in Kyrgyzstan) that are targeted by the ERA fund and EU's Environmental Remediation Program for Central Asia. The final prioritization of the project's targeted sites will be defined based on consultations with national authorities, local stakeholders and the Contracting Authority.

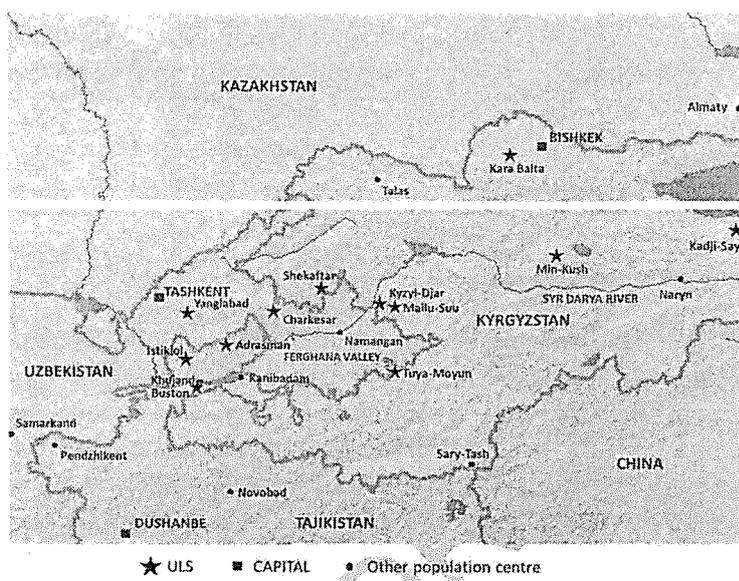


Table 1. Uranium legacy sites covered by the Strategic Master Plan

Kyrgyzstan

Kyrgyzstan is among the poorest countries in the region. The biggest sector of Kyrgyzstan’s economy is services. The Gross Domestic Product (GDP) in Kyrgyzstan expanded 4.90 percent year-on-year in the first six months of 2018.⁴ The present demographic situation in Kyrgyzstan is characterized by a decline in the natural reproduction of the population (mainly because of a declining birth rate) and by migration (with occasional surges in the population drain) due to labour migration. Urban population in 31 cities represents 34 % of the overall population, while about 60% of the urban population is concentrated in two cities Bishkek (the capital) and Osh. It is estimated that Kyrgyzstan’s annual population growth rate remains around 1%.^[1] A full third of Kyrgyzstan's population is under the age of 15 and this has a demographic dividend providing opportunities for labour market expansion if development policies can harness the potential growth in key economic sectors.

As indicated in the SMP, in Kyrgyzstan the uranium tailings are widespread across the whole territory of the country. The mining enterprises in Kyrgyzstan began in the 1940s, as a result of which some 6,500 has of land have been exposed to radioactive contamination. Currently, there are 92 hazardous waste dumps holding about 475 million tons of waste containing toxic substances. This inevitably reflects on the national and local capacities to monitor and manage uranium risk. Communities are not effectively engaged in uranium risk management in Kyrgyzstan. Affected communities are represented by different municipalities:

- the town of regional subordination of Jalal-Abad Oblast - Mailuu-Suu;
- the villages of ayil aimaks that after the territorial-administrative reforms were transformed from mining townships into the rural municipalities:
 - Min-Kush, Jungal District, Naryn Oblast;
 - Kaji-Sai, Ton District, Issyk-Kul Oblast;
 - Sumsar and Shekaftar, Chatkal District, Jalal-Abad Oblast.

Table 2: Main demographic data for the pilot sites (January 2018)

⁴ <https://tradingeconomics.com/kyrgyzstan/gdp-growth-annual>

^[1] <https://www.indexmundi.com/g/g.aspx?c=kg&v=24>

Municipalities	Population, thousand	Women*, %	Children*, % (up to 15 years)	Elderly*, % (older 70 years)
Mailuu-Suu Town	25.1	49,7	33.6	1.99
Min-Kush	3,576	49.1	33.8	3.05
Kaji-Sai	4,456	50.2	31.8	3.18
Sumsar & Shekaftar	6,105	49.7	33.6	1.99

According to the **Risk Perception and Capacity Building Assessment** conducted under the **Phase I** project, the local communities in Kyrgyzstan although largely unaware of the risks associated with radiological waste have provided very concrete suggestions for improvement of the resilience to natural hazards which may spread the uranium on large surfaces. This highlighted the critical importance of increasing the local community's awareness on the radiological risks and enhancing their participation into the ULS' management, through concrete pilot demonstration projects, which are expected to increase resilience and strengthen livelihoods, to building ownership and civic engagement on the ground. From this perspective, UNDP's work with NGOs and local population in the implementation of small grants under the Government of Kyrgyzstan and the Russian Federation financed project: "Socio-economic development of communities around radioactive sites in Kyrgyzstan". The small grants programme was implemented, through participatory approaches entailing rigorous screening and appraisal processes involving local regional/oblast and rural coordination committees and rayon's commissions. Significant socio-economic development dividends were translated into improved local livelihoods, improved local population's skills and creation of new jobs, start-up businesses and alternative income generating activities as well as refurbished public infrastructure objectives (i.e. kindergartens, schools, healthcare facilities).

Under Phase I project, the OSCE in partnership with UNDP and UNEP implemented the awareness-raising and public outreach activities in Kyrgyzstan. These activities were implemented mainly by the Aarhus Centre in Osh. In order to reach out effectively to local stakeholders, three Public Environmental Information Centres (PEICs) were opened in Mailuu-Suu, Shekaftar and Min-Kush through which local residents are able to receive up to date and official information, guidance and can raise their concerns regarding remediation works. These PEICs enabled the Aarhus Centre in Osh to expand its activities in other regions of the country. Furthermore, working commissions have been established in Mailuu-Suu, Shekaftar, and Min-Kush for studying the condition of the ULS, conducting explanatory work among the people, and monitoring the activities on remediation. The Phase II project activities will build on these achievements and further enhance the understanding of local and national decision-makers and community members about the risks and impacts on people, livelihoods and environment; and will create platforms for dialogue between the communities and decision-makers on governance of ULSs.

Tajikistan

According to SMP estimations there are a total of 10 ULSs amounting 55 million tons of residual uranium in the tailings and waste rock piles left behind in the Republic of Tajikistan. With an estimated population of 9.1 million, the country has achieved rapid poverty reduction over the past two decades, mainly due to a favourable external environment. Tajikistan's GDP growth was 7% (data spring 2018). Growth is expected to be around 6 percent in 2018-20, supported by recovering remittance inflows, infrastructure-driven construction, and the expansion of electricity sales.⁵

⁵ <https://www.worldbank.org/en/country/tajikistan/publication/economic-update-spring-2018>

The uranium tailing sites are concentrated in the Sughd Province in the North and North-East of the country. The cities located in the North and North-East regions of the country are more vulnerable to radiological risks such as Buston, a town with 22,00 inhabitants located in the Ghafurov district; Istiklol, located in the northern part of Ghafurov district in Sughd Province with 15,000 inhabitants and Adrasman located in Asht district in the extreme north-east of Sughd Province with an estimated 12,700 inhabitants.

The regions and cities have limited local development opportunities, apart fruit and vegetable processing and some cotton industry, hence general unemployment is largely spread causing a significant migration of labour force to the Russian Federation. Uranium tailings in Tajikistan pose trans-boundary threats as the waste sites are located near to the Syr Darya River. The content of radionuclides (of the uranium-thorium series) and of other hazardous toxic substances in uranium mining/milling tailingswaste sites are high. Waste sites are often located close to residential areas or in the upper parts of the main watersheds, such as in the Ferghana valley of the Syr-Darya River.

The actual remediation of the ULSs requires significant preparatory work and will be subject to availability of funds. Yet the risks to population remains high, amounted by the potential uranium and toxic material spreading triggered by the natural risk hazards, affecting livelihoods and people's health. In Istiklol for example, the local people are living in near proximity to the places of uranium wastes disposal, which poses significant health hazards. The uranium wastes disposal includes abandoned open mines, destroyed buildings and three uranium tailings with the volume of about 10 million tons of acid toxic wastes of the uranium ore extracts. The uranium tailings pose significant health, but also environmental, hazards through increased soil erosion and landslides which, alongside ravines and mudflow channels, represent the main natural hazards risks. One of the most important risk the local population is exposed to, represents the consumption of the contaminated water, which happens because people during the dry summer period lack other options in the form of alternative water resources, but also due to a general lack of awareness on the risks associated with the consumption of the contaminated water.

The national civil protection authorities and their local branches have already made some progress in providing monitoring equipment and developing response plans to address ULS risks. However, efforts are required in raising public awareness on ULS risks and engaging public in socio-economic activities aiming to reduce such risks. In this sense, the data provided by the scientists from the Khujand State University, who have been studied the radioactive risk and its impact on the health of the local population for the last over 30 years, could be used for targeted lobbying and advocacy and public awareness raising campaigns in the region.

According to the Risk Perception and Capacity Building Assessment conducted under the Phase I project, the local communities in Tajikistan although largely unaware of the radiological waste have a good general understanding of the degrading quality of environment and natural risk hazards and have provided very concrete suggestions for improvement of the resilience to natural hazards which may spread the uranium on large surfaces. Hence, the critical importance of the local community's increased awareness on the radiological risks and participation into safe management of ULSs, through concrete pilot demonstration projects, which are expected to increase resilience and strengthen livelihoods and to build ownership and civic engagement on the ground. From this perspective, UNDP's work with NGOs and local population in the implementation of pilot projects under the GEF funded Small Grants Programme in Tajikistan is a proven record of successful community led projects with lasting results. Through its Field Programme Office (FPO) in Khujand, UNDP has implemented successful projects. Such as those in B. Gafurov district (Jamoats Ovchi Kalacha and in Khistevarz), where UNDP has a proven record of conducting successful socio-economic projects (EU, TACIS) on social inclusion and local economic development support. As of 2010, these Jamoats of Gafurov, have been included into the cycle of projects, related to cross border cooperation.

Since 2003, UNDP through its Disaster Risk Management Programme (DRMP) has been supporting the Government of Tajikistan in reducing the impact of natural disasters on vulnerable communities by

strengthening national capacity to reduce risks, prevent, coordinate, respond and recover from disasters. From 2003 up to date over 70 disaster risk reduction, mitigation and recovery sub-projects implemented at national and local levels.

The OSCE has been actively engaged in uranium waste issues particularly in Istiklol town and Goziyon jamoat since 2003. Several activities were conducted by the OSCE Field Offices in Tajikistan to raise awareness, disseminate information and increase the level of knowledge of local stakeholders and authorities about the risks of ULS and benefits of remediation and risk-management activities. Smallscale mitigation projects were implemented in the period 2008-2012 to improve the access to irrigation water for the local population in Istiklol town. Under the Phase I project, several awareness raising and outreach activities were implemented by the Aarhus Centre in Khujand under the guidance of the OSCE in cooperation with local governmental authorities, state agencies and relevant ministries. Phase II project activities will build on and further enhance these efforts and facilitate dialogue and co-operation between communities and local authorities.

Uzbekistan

Uzbekistan has seen stable economic progress since the mid-2000s, both in terms of growth and poverty reduction. According to official statistics, GDP growth averaged 8 per cent per year between 2004 and 2016. With the population now exceeding 32 million people, of which two-thirds is under the age of 30, Uzbekistan is the most populous country in Central Asia. Since 2014, Uzbekistan witnessed a strong drop in growth rates, while inflation is on the rise. Economic slowdown is mainly due to falling commodity prices, economic slowdown in primary trading countries (Russia and Kazakhstan), and decline in remittances (which fuelled domestic consumption and the construction sector). According to projections, the GDP growth rate is slightly above 5% for 2018, and the medium-term outlook remains weak. If not addressed properly, demographic dividend observed by Uzbekistan can become a source of potential challenge. Even though economic growth led to poverty reduction, its impact on poverty and job creation was rather small. Each year around 500 thousand college graduates enter the labour market, while creation of new jobs is not sufficient to absorb all incomers as evidenced by the number migrant workers. With privatization of SOEs in line with reform agenda, it is expected that small businesses will remain the main source for job creation.

There are two legacy sites mentioned in the SMP namely Yangiabad and Charkesar, which were assigned medium priority under the SMP. The Charkesar legacy site is situated on the foothills of the Kuraminskiy Mountain Range in the north-western part of the Fergana Valley. The total estimated volume of the mine wasters is approximately 482,000 m³ and it is spread over 20.6 ha area. The mine site is on the right bank of a small mountain river separating the site from the village of Charkesar located in Namangan region, which is the least developed region, consisting of 115 urban settlements. The area of Charkesar is characterised by missing industry. Small-scale horticulture and limited pasture are a very sparse basis for live. Artisanal manufacturing of wool products provides some jobs. For this reason a greatest part of the younger generation has to work outside the village or even abroad. In many cases only the grandparents take care of their children. However, the position of the family in the social life is very strong and social nurturance as well as solidarity are integral components of the culture. The income earned by the families gives the basis for steady small-scale investments in the households. Despite of mine closure at the beginning of the 1990's, the population of Charkesar remained relatively stable, because in the first order expatriate employees of the mines left the region. After the mine closure local people moved to Charkesar, which was connected with an expansion of the village along the Ingichka River [5] where the former safety zone around the mine was used for settlements in the "new village" (see Figure 3). This development was triggered by the here occurring fertile soil occurred, which could be cultivated and, along the mostly dry riverbed access existed to the sparse groundwater in the valley aquifer. Today, Charkesar accounts approximately 3,500

inhabitants. Within the 100 m wide zone of the new village located directly next to the former mining area, approximately 350 people live in 68 households.

The Yangiabad legacy site is extensive, covering about 50 km² and incorporates five uranium mines as well as central dumps for waste rock and low-grade ore. The ore storage yard is located in the central part of Yangiabad village in the former mine shaft. The shaft gallery is filled by mine water with relatively high uranium content, which is flowing directly into the river that is one of the main sources of water at the valley site. Because of mine closures by the end of the 1980's the population in the area has shrunk to a level of around 10 per cent. Especially well trained and skilled workforce left the area with their families. Today the Yangiabad population is around 780 inhabitants (information from Radiology Department of Tashkent Viloyat CSSEC, October 2013). The greatest part of these people lives in the town. Others are spread over the surrounding valley areas. Shepherds live temporarily in the mountains (approximately from March to November).

Most of the regions of Uzbekistan are affected by climate induced risks and natural disasters including the earthquakes, landslides, avalanches and mudflows, etc. This is specifically related to mountainous areas including the Namangan region (Ferghana Valley). According to the long-term assessment of mudflow to lives and health of local population (made by UNDP jointly with Uzhydromet, 2015), considering climate change and population growth, the risk will increase by 2030 1.74 times, and by 2050 – 2.45 times. Therefore, areas with increased density of population including the Ferghana Valley, are at highest risk. The greatest increase in areas prone to mudflows could occur in Bukhara region (3.9%), Navoi region (83%) and Ferghana Valley (90%). These events show that effective management of disaster risk remains critical as well as designing, resourcing and implementing gender sensitive disaster risk reduction policies, plans and programmes be implemented synergically with the radiological remediation measures. Adequate capacity building measures need to be taken to empower women for preparedness and build their capacity for creating alternate livelihood paths in post-disaster situations.

The critical importance of concrete pilot demonstration projects to accompany the local community's increased awareness on the radiological risks and participation into ULS' management cannot be overstated, and this is expected to increase resilience and strengthen livelihoods, build ownership and civic engagement. Based on UNDP's experience at local community level in Uzbekistan and in other countries in Central Asia, key to achieving local sustainable results of any development intervention is to secure local ownership. UNDP Uzbekistan has implemented a series of community-based initiatives that promoted improved livelihoods and increased business opportunities e.g. small-scale pilots helping the most vulnerable communities in remote rural areas to improve their access to basic infrastructure (water, electricity) and social services (education, health services), ensuring human security of local rural population in various regions of Uzbekistan including Ferghana Valley, Kashkadarya and the Aral Sea region. In Chorkesar village of Pap district in Namangan region, the UNDP led Aid for Trade (phase II) project has supported local communities' alternative livelihoods by facilitating their access to new markets and business opportunities for local handmade knitted wool products. Quality drinking water was provided to Nogay community, in the Aral Sea region, where people didn't have access to clean drinking water and were struggling on daily basis in obtaining water for household, farm and business use.

II. STRATEGY

The **objective of the Phase II** is to achieve an effective and inclusive governance of the Uranium Legacy Sites (ULS) by reducing the risks from uranium legacy waste impacting on people's health, livelihoods, and environment through raising awareness and supporting social-economical people-centred, gender sensitive, risk-informed solutions in the legacy sites in Tajikistan, Kyrgyzstan, and Uzbekistan.

The **Theory of Change** follows the project's strategy and logic at design stage. The Stakeholder Engagement for Uranium Legacy Remediation in Central Asia Project Phase II is based on Result Based Management (RBM) principles, therefore the processes of planning, implementing, monitoring, evaluation the work under this project have three clearly defined development pathways contributing to reaching the project's objective.

The project is designed to build on the results of Phase I, to reinforce and further develop the outcomes of the Phase I and ensure sustainability of its results, on the same time addressing critical needs that remain largely unattended by their development organizations and partners currently engaged in technical assistance for radiological safety in Central Asia.

The proposed targeted approach will enlist a people-centred approach and full participation of local active leader groups and carefully tailored activities to help local communities raise their concerns and ensure that "no one is left behind" and that women and disadvantaged groups are actively participating in the governance of ULSs. One way of achieving this desiderate is to support local grass-root organizations and create space for their engagement with local communities, aiming at bringing to the fore the most vulnerable groups and individuals, articulating (on their behalf) their specific needs and concerns.

Three development pathways that are expected to lead to the final project objective.

The first pathway is building up a critical mass of awareness of the local communities in the affected areas, and a robust understanding of the risks on their health and environment, by enlisting targeted *public advocacy and outreach campaign*, building upon the successful awareness raising work of the Phase I. The second pathway takes local communities' participation further, and aims at increasing people's understanding of their rights to participate and be engaged in the decision making processes affecting the environment conditions in their surroundings; the intermediate state at the end of the project is to have an improved trust and coordination between local communities and local and national authorities. "Leaving no-one behind" dimension of the project will be key to ensuring that the most vulnerable individuals and groups are identified and their concerns will be addressed in a carefully engineered gender-sensitive, equitable and inclusive multi-stakeholder approaches facilitated by the project partners. The third pathway will inculcate civic engagement and will build local ownership of a series of socio-economic local level *pilot interventions* expected to reduce the ULS risks and improve livelihoods in project areas in Tajikistan, Kyrgyzstan, and Uzbekistan, while sharing at regional level, the valuable development knowledge derived from these pilot interventions.

The project's intended Outcomes are expected to allow for an increased alignment with the implementation of the Strategic Management Plan (SMP) and with other international development organizations' efforts in the area and ultimately achieve an effective and inclusive ULS governance.

Based on the results and recommendations of Phase I project, the proposed project will have a **dual approach** to increase awareness and understanding of the radiological risks among local communities, namely an integrated awareness raising campaign will be accompanied by pilot demonstration projects, the latter which will promote civic engagement and participation in the management of ULS. Another aspect highlighted by the survey under the project's Phase I, is that both national authorities

and local population living in ULS will greatly benefit from strengthened mutual trust, which will be cultivated through increased understanding of the local population on their legal rights to participation in the management of the ULS and increased access to reliable information regarding radiological risks and remediation measures.

While Phase I initiative has created a solid foundation for increased public awareness and engagement in radioactive risk reduction, the SMP has reiterated the criticality of strong public awareness and public engagement in remediation activities for the long-term sustainability of the results. In line with the commitments to the Plan and based on the results and conclusions of Phase I Project, the ENVSEC partners (UNDP and OSCE) are fully invested to follow up and strengthen the outcomes of the Phase I project.

The proposed Action outlines the scope and the scale of the second phase of the *Stakeholder Engagement for Uranium Legacy Remediation in Central Asia* project (or Phase II), which is based on the achievements and lessons of its first phase. The Action is focused on Tajikistan, Kyrgyzstan, and Uzbekistan and through its planned outputs and activities, the Action will support the governments of these countries to advance risk-informed progressive policies aligned with SDG national targets and national long-term development priorities.

The Phase II project is informed by the disaster risk reduction related interventions in the region which will seek to create synergies across different project, particularly UNDP-JICA projects in Tajikistan and Kyrgyzstan each focused largely on risk assessment, early warning and building response capacities. Gender-sensitive DRR planning and implementation is a missing link in effective resilience building efforts. Following the steps of Phase I project, Phase II project is designed to ensure gender needs and concerns are identified, addressed, and there is a strong demand generated within local communities to engage women and disadvantaged groups in safe ULSs governance. Lack of data on gender analysis makes it hard to identify and separate needs and vulnerabilities of women, girls, men and boys living in disaster prone areas, which is the case of the targeted ULS. Risk analysis at the ULS sites conducted under the EU remediation program show that the main risks from contaminated toxic material comes from local high-level gamma/radon emission hotspots; sinkholes and adits easily accessible for the public; grazing domestic animals at or near contaminated objects; usage of contaminated water; metal scavenging activities on tailing sites and abandoned buildings; ongoing wind erosion and landslide/mudslide events spreading the contaminated material into the waterways. Therefore, follow-up Phase II actions will support gender-sensitive disaster risk reduction local pilot measures. The projects will hereby align with national targets under the SDG 5 and implementation of the Sendai Framework in these countries.

The Action cuts across many SDGs, multiple dividends:

- SDG Goal No. 3 — Target 3.9: by 2030, substantially reduce the number of deaths and illnesses from hazardous chemicals and air, water and soil pollution.
- SDG Goal No. 6 — Target 6.3: by 2030, improve water quality by reducing pollution, eliminating dumping and minimizing release of hazardous chemicals and materials.
- SDG Goal No. 12 — Target 12.4: by 2030, achieve the environmentally sound management of chemicals and all wastes throughout their life cycle.
- SDG Goal No. 11- Target 11.B: By 2020, substantially increase the number of cities and human settlements adopting and implementing integrated policies and plans towards inclusion, resource efficiency, mitigation and adaptation to climate change, resilience to disasters, and develop and implement, in line with the Sendai Framework for Disaster Risk Reduction 2015-2030, holistic disaster risk management at all levels.
- SDG Goal No. 13- Target 13.1 Strengthen resilience and adaptive capacity to climate-related hazards and natural disasters in all countries; 13.B Promote mechanisms for raising capacity for effective climate change-related planning and management in least developed countries

and small island developing States, including focusing on women, youth and local and marginalized communities.

- SDG Goal No. 15- Target 15.1 By 2020, ensure the conservation, restoration and sustainable use of terrestrial and in uranium wasteland freshwater ecosystems and their services, in particular forests, wetlands, mountains and drylands, in line with obligations under international agreements.
- SDG Goal No 16 – Targets: 16.6 Develop effective, accountable and transparent institutions at all levels and 16.7 Ensure responsive, inclusive, participatory and representative decision-making at all levels and 16.10 Ensure public access to information and protect fundamental freedoms, in accordance with national legislation and international agreements.

In addition, by promoting gender sensitive and inclusive socio-economic remediation measures and support to improved livelihoods, increase awareness and understanding of radiological risks and participation rights, it aims at advancing / contributes to advancing gender equality and empowerment of women and girls SDG 5 and aims at supporting SDG 8 decent work and economic growth.

UNDP led missions on SDG localisation (nationalisation) in the CIS countries have shown that several accelerators are key towards the achievement of SDGs. Particularly important SDG accelerators for Central Asian countries are the following: (i) Inclusive governance and enhanced local governance (ii) tackling inequalities including gender inequalities, (iii) inclusive equitable regional development (iv) diversifying the economy and engaging the private sector (v) promoting youth engagement (vi) green economy.

III. RESULTS AND PARTNERSHIPS

The **objective of the Phase II** is to reduce risk of the negative impact of the uranium toxic waste on people, livelihoods, and environment through raising awareness and supporting social-economical people-centred, gender sensitive, risk-informed solutions in the legacy sites in Tajikistan, Kyrgyzstan, and Uzbekistan.

This objective will be achieved through implementing targeted *public advocacy and outreach campaign*, building upon the successful awareness raising work of the Phase I; improving implementation of the *legal and regulatory environment* through effective community engagement in the decision making process in the legacy sites; *strengthening national and cross-border cooperation* in the region, and carrying out *targeted community level socio-economic interventions* to reduce the risk of ULSs in at-risk communities in Tajikistan, Kyrgyzstan, and Uzbekistan. The realization of the project objective will be achieved through ensuring public consultations and participation as well as active engagement of the local authorities, academia, and the local NGOs.

All the components of the project are closely intertwined, through a holistic approach, which will ensure sustainability of the project results. The project's objective will be achieved through the following three key development outcomes:

- Increased understanding of local and national decision-makers and community members about uranium waste risk and its impact on people, livelihoods, and environment;
- Reinforced implementation of the legal and regulatory framework through community engagement in the safe governance of legacy sites;
- Uranium legacy risk reduction in target communities through gender sensitive social economic development projects.

ENVSEC umbrella will serve to ensure coordinated and integrated approach to address the challenge of uranium waste management. The project will be led by UNDP and will be jointly implemented by UNDP and OSCE as per their respective mandates and existing technical capacities.

Outcomes, Outputs and Activities

Project output (EU OUTCOME) 1: Increased understanding of local and national decision-makers and community members about uranium waste risk and its impact on people, livelihoods, and environment

Responsible Party: OSCE, in cooperation with Aarhus Centres, and in coordination with UNDP

Involved partners and beneficiaries: local communities, key stakeholders (teachers, healthcare workers, national authorities, etc.), children, local NGOs, Project Management Unit of the ERA fund in Uranium Legacy Sites where ERA is operational.

The risk perception surveys conducted during the Phase I revealed the need for enhanced and tailored awareness campaigns. They demonstrated that local communities have limited understanding of the risks and the impact of uranium tailings on health, environment and livelihoods. Local communities often salvage scrap metal or graze their animals in and around the uranium legacy sites. The contaminated seepage from the sites is often used for irrigation, livestock and sometimes for household purposes. Furthermore, there are evidences that some contaminated materials have been used for domestic construction purposes. Moreover, these surveys also showed that the risk perceptions among local communities are very much dominated by various myths.

The public awareness component of the Phase I project has already contributed significantly to raising awareness of local communities through regular consultation meetings, information campaigns and targeted trainings. The Aarhus Centres and Public Environmental Information Centres provided unbiased and accurate information, which has been instrumental in gaining the trust of the local communities and generated a constructive dialogue. The Phase II will build upon these achievements and further enhance awareness of the local population around the selected uranium legacy sites in Kyrgyzstan, Tajikistan and Uzbekistan on radioactive safety and the planned remediation works in their vicinity.

In line with the lessons learned from Phase I, information campaigns and other capacity building activities will have a more comprehensive approach and will be organized on a regular basis. Television, newspapers and social media will be used more intensively for the awareness-raising campaigns as they are often considered as reliable sources of information. Furthermore, a dedicated regional event focused on the role of media and NGOs in remediation activities in ULS will be organized.

Further efforts will be put forward to engage schoolchildren and youth more actively in project activities including through contests, exhibitions, etc. Moreover, synergies will be sought with relevant public awareness activities implemented by other organizations with the aim of identifying potential synergies and coordination with governmental authorities, NGOs and donors.

Women bear a large share of the impact - they often solely bear the responsibility to care for children, elderly or the sick, and take care of daily household activities, often ensuring livelihoods when husbands migrated for income in the large cities or abroad. Phase II will ensure equal participation of men and women in its activities, empowering and encouraging women to take more active role in shaping the impact on their and their families' health, livelihoods and environment.

Young women and men will also be among the main target groups, particularly through the Green Patrols initiative, which is being implemented in Tajikistan and Kyrgyzstan for over a decade and is planned to be launched in Uzbekistan.

Young women and men will also be among the main target groups, particularly through the Green Patrols initiative, which is being implemented in Tajikistan and Kyrgyzstan for over a decade and is planned to be launched in Uzbekistan.

In Phase II, small-scale protection measures are planned to be implemented around the contaminated areas with the support of Aarhus Centres and PEICs as well as Green Patrols.

Output 1.1: Deepening the awareness and outreach at local and national levels

Activity 1.1.1: Organize trainings and regular consultations among local stakeholders on radioactive safety and planned remediation works

Trainings, public hearings and regular consultations will be organized by the OSCE, mainly through the Aarhus Centres and PEICs, for the communities with the participation of local administrations, academia and NGOs to raise awareness on the risks associated with the ULSs, risk reduction measures and the remediation work. In close collaboration with academia, analysis of soil and water sampling will be conducted locally and the results will be communicated to local communities and other stakeholders through regular consultation meetings and other means. Information boards around the ULSs will be maintained and regularly updated.

Activity 1.1.2: Organize awareness-raising campaigns and outreach activities at local, national and regional levels

Awareness raising campaigns and outreach activities will be organized with the support of Aarhus Centres and PEICs including through mass media, social media, public hearings and dissemination of visibility and information material. Women and youth will be among the main target groups. A regional conference will be organized on “The role of media and civil society organizations in uranium legacy site remediation in Central Asia”.

Activity 1.1.3: Establish educational museums on uranium mining in the vicinity of a uranium legacy site

One or two museums on the uranium mining legacy issue will be established near the priority ULS sites to demonstrate the history of the uranium mining in the region and its impacts and accompanying risks. The decision regarding the country and exact location of the museums will be taken in the inception phase of the project in close consultation with the respective national and local authorities. The likely locations are envisaged to be Mailuu-Suu and Taboshar.

Output 1.2: Implementing small-scale measures in place to bridge safety and information

Activity 1.2.1: Set up ‘Green Patrols’ groups in the selected at-risk communities

In close cooperation with the Ministries of Education and the respective local administrations in the three countries, Green Patrol groups will be established in selected schools (approximately 20 students per school) around the ULS sites. These groups will receive basic training on the risks posed by ULS and the measures to be taken. Following this training, they will visit and inform communities in their vicinity and disseminate information material. They will also organize other awareness-raising events such as concerts, educational games, etc. The engagement and ownership of the Ministries of

Education and the local administrations in the setting up of the Green Patrols and in their activities would contribute to securing their sustainability following the completion of the project.

Activity 1.2.2: Put in place small-scale safety measures around the legacy sites

Small-scale safety measures will be established around the selected ULS sites. These will include tree planting, securing or limiting entrance, placing information panels, and others.

PROJECT OUTPUT (EU OUTCOME) 2: Reinforced implementation of the legal and regulatory framework through community engagement in the safe governance of legacy sites

Responsible Parties: UNDP and OSCE

Involved partners and beneficiaries: National and local authorities, local communities, specialized groups, local NGOs, UNDP country offices in beneficiary countries

The risk perception survey organized during the Phase I revealed an eroded trust in official sources of information regarding tailings and widespread informal ways of information exchange. To build citizens' trust towards national and local authorities, it is critical to stimulate and engage them in dialogue with the citizens. By strengthening the lobbying and outreach functions within the target communities, the Action aims at helping the citizens living in the Uranium Legacy Sites and affected areas to increase their understanding of the legal aspects that are underpinning their legitimate rights to participate into the safe management of ULS, creating a space to raise their concerns through large participatory multi-stakeholder discussions around the ULSs. Bottom up approaches to local socio-economic remediation measures to be implemented by the national/local authorities will empower local communities and will create a sense of ownership, building their trust in local and national government decision makers. Activities under this outcome are aligned with the people centred approach of the Sustainable Development 2030 Agenda, which calls for increased inclusiveness and participation of the governance processes. The success of SDGs depends largely on the coordination of implementation efforts to end poverty and hunger, create healthier and more inclusive communities, through good governance.

The major issue that this Action seeks to tackle is to ensure the compliance with the legal and regulatory system, particularly regarding the public engagement in ULS governance processes. Therefore, the Action is focused on increasing trust in the official management process of the ULS and community participation and inclusiveness of the ULS governance, improving local citizens' knowledge on their legal rights and responsibilities regarding ULSs governance. The proposed activities described further below are aligned with priorities/follow up actions flagged by the "Establishment of a legislative and regulatory framework, regional watershed monitoring system and capacity building for remediation of uranium mining legacy sites in Central Asia" project and with the risk perception survey organized during the Phase I of this project.

There is a definite need to implement participatory approaches to ULS governance, building trust and communication between regulating authorities and local population, to increase awareness and understanding of the local population on their legal rights to information and participation in the decision-making process and management of ULS.

To address these problems, the following activities are planned:

Output 2.1: Increase public knowledge on their legal rights for participation in ULSs management

Activity 2.1.1: Assessment of the legal framework that supports the citizen's right to participate in the management of ULS

UNDP will conduct a comprehensive assessment of the institutional, legal and policy frameworks with a view of highlighting the citizens' legal rights to engage in local ULS safe governance. The assessment will take into account relevant analysis and activities that has been or are conducted within the network of CGULS members, and the information will be disseminated and discussed during various local stakeholders' meetings and awareness raising activities.

Activity 2.1.2: Targeted meetings with stakeholders and local/national authorities

UNDP will organise and conduct a series of validation meetings with stakeholders and focus groups in each country during the assessment exercise described under Activity 2.1.1.

Output 2.2: Create fora for dialogues between the public and decision-makers on ULSs governance

Activity 2.2.1. Organize consultations and meetings among community members, academia and local administrations in the project target sites

OSCE will organize and facilitate consultations on issues related to stakeholder engagement in the ULS governance that will bring together local community representatives, local administrations and other decision-makers, NGOs, academia and other national and international players. These consultations will be organized in close co-ordination with UNDP and other CGULS members, as relevant. The results of the assessment exercise carried out under Output 2.1 will be disseminated and discussed during these meetings, which will promote inclusive ULS governance and local communities' rights of participation in the decision-making processes related to the remediation measures affecting their livelihoods.

PROJECT OUTPUT (EU OUTCOME) 3: Uranium legacy risk reduction in target communities through gender sensitive social economic development projects.

Implementing partner: UNDP

Involved partners and beneficiaries: OSCE, local authorities and local communities, NGO, specialized groups, local NGOs; UNDP country offices

An important driver for risks linked to ULS within the local communities is rooted in their socio-economic vulnerabilities and in their search for livelihood means. More disadvantaged groups bear the largest share of the burden through lacking access to information, having limited resources to address risks and vulnerabilities, and being often deprived from raising their voices. To address the risk drivers and reduce the communities' vulnerability, the Action aims to set up the most appropriate community outreach framework based on a preliminary assessment of the local conditions and country's respective legal and institutional frameworks, to allow for the implementation of tailored measures suited to each country and communities' needs. The assessment will inform the proposed modality for community outreach, which could be in the form of pilot projects implemented by UNDP Country Offices or a grant facility with the engagement of local NGOs. These community outreach modalities (i.e. pilot projects and/or grant facility) will be set up with the purpose of catalysing local measures that will help local communities develop alternative livelihoods and reduce the likelihood of exposure to contaminated toxic materials. These activities will be expected to generally improve the local communities' awareness and their living conditions. Experience and lessons learned from the *Small grants* programme of UNDP in the CA region will be used. Furthermore, the experience of establishing the *DRR revolving fund* at community level by UNDP in Tajikistan will be studied and adjusted to the local context in at-risk communities. The 2030 Agenda requires action with a stronger focus on universality and the intention to "leave no one behind" and "reach those furthest behind first". Under the proposed projects, UNDP will support all beneficiary governments in their efforts to successfully address diverse development challenges at local and national levels, from addressing

basic development needs of the most vulnerable to achieving a pattern of local socio-economic development in ULS that will lead to gender-sensitive risk-informed sustainable development, allowing improvements of livelihoods, land reclamation, remediation measures and better recovery from shocks and increased risk prevention capacities.

The proposed pilot projects and/or small grant facility will be implemented in an inclusive and gender-responsive way and in cooperation with the local authorities to avoid creation of any parallel structures (which is source of fiduciary risk, not sustainable, and lacks quality control mechanisms) at the local level. The recommendations for the replication of such activities at a larger scale will be provided to the national authorities respectively. The decision on each disbursement should be made on case-by-case basis. The thematic focus areas of the envisaged interventions are planned to include among others:

- Health-related activities including food-health linkage
- Environmental protection activities
- Employment-related activities
- Social protection related activities (for example, the population groups with special needs, etc.)

Both modalities/schemes (pilot projects and/or small grants facility) will be designed to address the risks and vulnerabilities of those most in need, ensuring that no one is left behind, while encouraging equal participation of men and women, and disadvantaged groups. UNDP will ensure that for both schemes there is a strong community accountability mechanism with active engagement of the community members in the selection, monitoring, and follow up on the selected interventions.

Output 3.1: Pilot projects designed, developed and implemented in targeted uranium legacy sites

Activity 3.1.1: Assessment of the socio-economic situation on project sites in each beneficiary country with recommendations on the best socio-economic interventions to reduce ULS risks and proposed modalities of small demonstrative measures at local level

For the targeted communities the ceased mining activities have constituted a major reduction of income and the closure of mines has affected the local social and economic environment. Assessment of potential impacts is necessary and will inform the recommendations for further actions (mitigation plans). The main output will be a Set of Recommendations for further action and proposed thematic areas for pilot projects. The assessment will focus on local communities in the targeted area and will analyse different socio-economic aspects, existing legislation and institutional frameworks. The assessment will also highlight key factors in case of the most vulnerable categories of population in the target legacy sites, following UNDP⁶ criteria described in “UNDP Discussion Paper and Framework for Implementation: What does it mean to leave no one behind?” and delivering on the commitment to leave no one behind. The Set of Recommendations will be discussed and validated with local authorities and local communities in a participatory manner. Based on preliminary consultations with national stakeholders, most probably in Kyrgyzstan it will be a small grants facility, while demo pilot projects implemented with local communities’ involvement are envisaged in Tajikistan and Uzbekistan.

Activity 3.1.2 Tailored solutions and operational framework for community outreach

⁶ http://www.undp.org/content/dam/undp/library/Sustainable%20Development/2030%20Agenda/Discussion_Paper_LNOB_EN_Ires.pdf

The preliminary assessment will propose the most suitable operational framework for local communities' outreach and demonstration projects. The Set of Recommendations is expected to indicate several options for community engagement and demonstration projects such as: UNDP managed standalone demonstration projects; NGO grant facility and/or others. In case of setting up a Small Grants Facility, previous UNDP experience with small grants will apply and Operational Guidelines will be developed. Therefore, tailored solutions and options will be recommended for each country and each pilot site.

Activity 3.1.3 Implementation of pilot projects and/or grant facility

Under this activity, the project will set up a pilot projects or Small Grants Scheme for NGOs and local communities. UNDP rules and procedures will apply and dedicated calls for proposals will be designed and launched based on Operational Guidelines developed under activity 3.1.2. The Small Grants Facility structure will be based on proven record of successful grant facilities coordinated by UNDP in all the countries, with relevance to countries in Central Asia. One successful example of UNDP proven record of small grant facilities is Kyrgyzstan, where the mechanisms for allocation of small grants worked well was under the Project: "Socio economic development of communities around radioactive sites in Kyrgyzstan". The project consisted of several phases entailing selection of projects in coordination with local stakeholders, financing and monitoring based on UNDP procedures. Other well-proven grant models with good track records as for example the "Food for Work (FFW)" program implemented by WFP could also be studied.

Demonstration measures will be implemented in areas highlighted by the preliminary assessment commissioned under **Activity 3.1.1** and will be validated by local authorities and with participation of local communities. Some activities related to environmental measures (e.g. tree planting) will be implemented in coordination with **Output 1.2** (Safety measures). The project will identify and establish initiative groups representing community members, who will be involved in the community level pilot projects. Local communities will be supported to organize themselves in Community Organizations (COs) working together with Civil Protection Services to identify, prioritize key development needs in their communities and address them through collective actions. Local NGOs and UNDP Country Offices will support large participatory approaches and active engagement of local communities. These activities will be coordinated with the activities under **Outputs 2.1 and 2.2** and will facilitate communities' understanding and exercising of their rights to participation into the safe management of ULS.

The thematic areas for project interventions will be established based on the preliminary assessment and will be directed both at raising public awareness on ULS risks and engaging public in socio-economic activities aiming to reduce such risks. Thematic areas are envisaged to include the following areas: socio-economic measures resulting in increased livelihoods by support to income generating activities and small businesses; environmental measures; improve the resilience of local communities to manage shocks, such as natural disasters, through disaster risk mitigation; awareness raising activities related to potential health risks associated with the Uranium Legacy Sites, etc.

A particular relevance will be placed on gender sensitive interventions based on monitoring of gender disaggregated indicators and implementation of activities that support equality of chances between men and women, women empowerment and women participation in local decision-making process at the community levels. The preliminary assessment will also highlight the measures for the implementation of inclusive "leave no one behind" policies and development programs.

The demonstrative pilot projects will support and complement similar interventions implemented under the framework of ENVSEC, CGULS and in conformity with the Strategic Master Plan for Environmental Remediation of Uranium Legacy Sites in Central Asia. Pilot communities where small grants projects will be implemented will be agreed with national partners. Pilot communities will be chosen from the seven high priority uranium legacy sites that are targeted within EU's Environmental

Remediation Program in Central Asia, by criteria high levels of poverty, vulnerability to disaster and the impact of uranium sites, community interest in working together to implement small grants activities.

Activity 3.1.4 Monitoring of pilot demo projects

The monitoring of pilot projects will be based on UNDP procedures. For standalone UNDP managed demonstration projects, UNDP country offices will be responsible for regular monitoring of indicators, issues and risks as well as engagement with project beneficiaries. In case of grant facility, direct monitoring will be assigned to the responsible party (a local NGO) while UNDP country office will be responsible with the monitoring of financial commitments, disbursements and overall development outcome and NGO partnership.

Output 3.2. Proposed models for socio-economic interventions to reduce ULS risks and perspectives for further replication across Tajikistan, Kyrgyzstan, and Uzbekistan

Activity 3.2.1 Identification of key principles of a model for gender-responsive socio-economic interventions to reduce radioactive and disaster risks in Central Asia

The results of the pilot projects together with the preliminary assessment commissioned under Activity 3.1.1, will form a solid basis for the development of models of socio-economic interventions that will support national authorities' efforts to implement an enabling framework for the implementation of measures that will reduce ULS risks and encourage active participation of local communities in the safe management of the Uranium Legacy Sites. Moreover, the model of socio-economic interventions will include recommendations to national authorities on ways of integrating gender-sensitive disaster risk management and resilience measures into the social-economic interventions at community level.

Based on the conclusions of the assessment, gender-sensitive and "leave no one behind" models for socio-economic interventions to reduce radiological risks, disaster risks and boost local development and livelihoods will be tailored to each country's needs. These models may take the form of policy amendments or recommendations to national authorities that will inform and support gender-sensitive, people-centred and risk-informed national socio-economic rehabilitation and remediation programmes, indicating priority socio-economic intervention areas based on 'leave no one behind' approaches and highlighting engagement with local communities in participatory manners. Sub-activities will include:

Activity 3.2.2 Consultations with national and regional stakeholders;

The proposed models will be validated through a series of meetings and discussions with key project stakeholders.

Activity 3.2.3 Facilitate model upscaling within national frameworks

The uptake and replication of the best practices by the national and local authorities within national development frameworks like for example the Issyk-Kul Development Fund in Kyrgyzstan. The models will entail measures and activities that will allow upscaling and dissemination.

PROJECT Output (EU Outcome) 4: Regional cooperation, project management and quality control

Responsible Parties: UNDP and OSCE

Beneficiaries: local authorities and local communities, NGO, specialized groups, local NGOs, UNDP country offices

UNDP will ensure smooth management of the project and quality control of all its components, include monitoring and adaptive management. This implies detection of early signals of risks and uncertainties

and timely and tailored response throughout the project implementation. The Project Board will be called on regular basis to ensure oversight of the implementation.

OSCE will support co-ordination and sharing of information on project's progress among the major project beneficiaries across the three project countries, particularly in relation to awareness raising and participatory and inclusive ULS governance.

Output 4.1: Regional cooperation and quality control enhanced

Activity 4.1.1 Ensure project management, monitoring and evaluation in close coordination with project partners and stakeholders

The project will be managed and monitored on regular basis, internal discussions will be taking place with all stakeholders (IRH, UNDP Country offices, OSCE and other partners) to monitor progress towards the completion of key results; a regular monitoring and progress on risks will be filed in UNDP system and annually reported to the Project Board as part of the annual review; An Annual Review Report will be prepared and shared with the Project Board; An annual project review will be conducted to assess the performance of the project and appraise the Annual Work Plan for the following year. In the last year, this review will be a final assessment. Annual Quality Assessment is conducted by IRH as per UNDP quality standards and monitoring policy. (More information on M&E can be found under Section VI.)

Output 4.2: Regional component: cross-country coordination and knowledge exchange

The OSCE will support coordination and synergy among the project activities implemented in the project countries, particularly in relation to awareness raising, outreach and participatory and inclusive ULS governance.

Activity 4.2.1 Organize regional exchange of experience between countries involved

The legacy of uranium mining in Central Asia leading to toxic and radioactive waste release is a common challenge to the Central Asian countries where common but differentiated solutions will apply. The exchange of best practices and approaches in these countries will increase the stakeholders' understanding of the regional magnitude of the problem posed by the legacy of uranium mining and will promote, when feasible, the "see, learn, adapt" approach to the cross-country transfer of knowledge. In this frame, the OSCE will support the sharing of experiences and best practices among the major stakeholders in the three countries, particularly in relation to the awareness raising, outreach and participatory and inclusive ULS governance. This action will include a regional coordination meeting that will be organized in the second year of the project implementation with the participation of major national and local stakeholders from the three countries. Furthermore, the Annual Aarhus Centres Meetings that are organized by the OSCE will provide the platform for further sharing of experiences and lessons learned among the relevant governmental authorities and the Aarhus Centres from the project countries through a dedicated session. At least two representatives per country will participate in the Annual Aarhus Centres Meetings, with the purpose of sharing experiences on information and consultations campaigns on radioactive safety at local level. In addition, the CGULS framework will be used to disseminate the project results and experiences.

Gender perspective

Gender perspective is at the core of the Phase II and within the close attention of each partners. UNDP, OSCE have respective institutional requirements and gender markers to ensure all their projects are gender-sensitive.

During the project implementation, all parties involved will consider that both the Agenda 2030 – through SDG 5 (Gender equality) and the Sendai Framework for Disaster Risk Reduction (2015-2030) outlines commitments on gender equality. It states women’s participation is critical for effectively managing disaster risks, as well as designing, resourcing and implementing gender sensitive disaster risk reduction policies, plans and programmes. Adequate capacity building measures need to be taken to empower women for preparedness and build their capacity for creating alternate livelihood paths in post-disaster situations.

During the implementation stage, gender-responsive monitoring and evaluation will be implemented to improve effectiveness in rapidly changing situations. Monitoring involves a systematic assessment of how programmes and strategies perform over time. It raises the likelihood of achieving work efforts related to helping women and men equally by contributing to a thorough understanding of local contexts and generating/utilizing data to maximize efficiency. Assessment helps to identify the relevance, impact and sustainability of interventions at a specific point in time.

Partnerships

The Action is built on the long-lasting cooperation between ENVSEC partners on sustainable radioactive waste management in Central Asia. Each partner – UNDP and OSCE – including through their country presence, have comparative advantages that allow multidimensional and comprehensive approaches to address the radioactive risk at different levels: community, national, and regional.

The Action is further build upon the Phase I of the *Stakeholder Engagement for Uranium Legacy Remediation in Central Asia* that was the first stand-alone comprehensive programme in the region aim to increase public awareness and engagement in uranium risk management. The Phase I has set the stage for the next round to further build the confidence and community cohesion.

The Phase II will provide the beneficiaries, namely the governmental agencies, local authorities, local NGOs, local communities, target stakeholders group (healthcare professional, teaches, children, etc.) with the opportunity to be better informed about radioactive risk, to be better engaged in its response at the local level, and to be better equipped to raise their voice on the needs and priorities affected by the radioactive risk. It will further provide opportunities for sharing experience at all levels of government (national and local) and civil society about the form and extent of stakeholder engagement in uranium tailings remediation actions the main constraints to overcome and ways to minimize the occurrence of possible conflicts between the local stakeholders and the remediation project implementers.

The Action will benefit from the existing platforms and mechanisms established in the region by the ENVSEC partners and others. This includes the Aarhus Centres in Osh and Khudjand, as well as Public Environmental Information Centres (PEICs) in Kyrgyzstan and Uzbekistan.

The Action will explore the opportunities to engage with other international partners in the region to match the complimentary expertise and maximize the expected benefits for the region. Thematic and operational linkages with CGULS and other regional partners will be explored. While UNDP takes the overall responsibility for the implementation and quality assurance of the Phase II project, there is also a division of roles in line with the comparative advantages of each of the partners concerned. Further based on the expertise of its Country Offices on managing small grants facilities and implementing disaster risk reduction measures, UNDP is directly responsible for the implementation

of the grant component of the project. The OSCE and its Aarhus Centres are direct implementing partners of the public awareness and outreach component of the project.

Risks and Assumptions

There are three main assumptions presented below. The Theory of Change (ToC) elaborates on the assumptions presented below and explains that local communities' access to information, local communities' engagement in demonstration activities and in multi-stakeholder consultations and the ownership of the local and national authorities over the proposed recommendations are key to achieving the project outcomes. These assumptions are included in the main three categories presented below:

1. After the Phase I both national and local authorities are more comfortable in engaging in ULS risk discussions and support in access to information sharing;
2. Local community remain interested and committed in being engaged in the implementation of this Action;
3. The implementation of the SMP will proceed with no delays not to jeopardize the trust of the national and local authorities and the local population in the respective remediation activities.

There are several external risks over which the Action has limited or no control:

1. ***Force majeure***: This includes national or man-made disasters, political disturbances, and conflicts. Each of the ENVSEC partner has a Contingency Plan at the country level and the extended security systems to minimize the impact of those risks on the operations.
2. ***Political changes*** at the country, regional, or even global level that can hinder the implementation of the Action or provoke the exclusion of one of the countries from the project. This risk was dealt within the Phase I by nominating a National Focal Point at the Ministry level in each country to help to deliver the necessary information to the governmental officials in the related departments. Similar mechanism will be used during the Phase II to help preventing and minimizing this risk.
3. ***Sensitivity of the subject*** and reluctance of the national and local officials to disclose uranium risk-related information. Towards this end, the Action will demonstrate to those officials the concrete benefits that may results only from the adequate disclosure of uranium risk in the communities.

Stakeholder Engagement

The Action is built around the urgency and criticality of stakeholders engagement namely the governmental agencies, local authorities, local NGOs, local communities, target stakeholders group (healthcare professional, teaches, children, etc.) with the opportunity to be better informed about radioactive risk, to be better engaged in its response at the local level, and to be better equipped to voice their concerns with regard to the radioactive risk hazards.

The project will work with local communities in the pilot (project) areas for example in Kyrgyzstan, the project beneficiaries are communities and local authorities from targeted (and neighbourhood) municipalities of Jalal-Abad Oblast - Mailuu-Suu; Min-Kush, Jumgal District, Naryn Oblast; Kaji-Sai, Ton District, Issyk-Kul Oblast; Sumsar and Shekaftar, Chatkal District, Jalal-Abad Oblast. In Tajikistan, the project will work with the local communities and authorities of Istiklol, Buston, Adrasman and in Uzbekistan with the villages of Charkesar and Yangiabad, which will be key in advancing the project's pilot initiatives.

Existing platforms, such as Aarhus Centres in Osh and Khudjand, as well as Public Environmental Information Centres (PEICs) established under the auspice of Aarhus Centres will serve as participatory platforms to meaningfully engage key beneficiaries and project partners. National authorities and local population living in ULS will greatly benefit from strengthened mutual trust, which will be cultivated through increased understanding of the local population on their legal rights to participation in the management of the ULS and increased access to reliable information regarding radiological and toxicological risks and environmental remediation measures. Phase II will coordinate and share information with the Environmental Remediation Account (ERA fund) and especially with the Project Management Unit of ERA that will be managing the environmental remediation works. The actions under Phase II will thus be planned and executed to the highest degree possible to facilitate and compliment the ERA remediation actions especially in the tasks of outreach, information sharing and engagement with the local stakeholders at the ERA targeted ULSs. Close cooperation between Phase II and ERA fund activities will be crucial during the ERA remediation works and the European Commission will therefore initiate and setup in consultation with UNDP/OSCE regular local cooperation meetings and mechanisms between key actors from UNDP/OSCE/ERA-PMU/Kyrgyz Government Stakeholders/EU Delegation. The aim of these planned regular meetings is to exchange relevant project information in order to maximise coordination between Phase II activities and ERA-PMU activities.

The project will also liaise closely and timely with the EU Delegations in Kyrgyz Republic, Tajikistan and Uzbekistan, particularly in cases where major public local/regional events and/or meetings are taking place under the project.

Most importantly, the proposed Action will have a dual approach to increase awareness and understanding of the radiological and toxicological risks among local communities, namely an integrated awareness raising campaign will be accompanied by pilot demonstration projects, the latter that will promote civic engagement and participation in the management of ULS.

South-South and Triangular Cooperation (SSC/TrC)

The legacy of uranium mining in central Asia leading to toxic and uranium waste release is a shared challenge to the Central Asian countries where common but differentiated solutions will apply. SSC will be applied for the exchange of best practices and approaches in these countries and it will increase the stakeholders' understanding of the regional magnitude of the problem posed by the legacy of uranium mining and will promote, when feasible, the "see, learn, adapt" approach to the cross-country transfer of knowledge.

Knowledge management

The project provides sample opportunities for knowledge exchange and learning among the beneficiary countries, between the beneficiary countries and ENVSEC partners as well as with the other international Uranium Legacy programmes and initiatives. All project components include specific activities on the knowledge exchange and learning. Capacity building of national institutions is at the core of the project strategy.

Central to the Knowledge Management activities will be the OSCE leadership. Knowledge exchange with UNEP and the ENVSEC partners' institutions and experts will be promoted through existing knowledge platforms, capacity building and training/awareness events. The project will continue strengthening the working level cooperation and information exchanges with the Coordination Group

for Uranium Legacy Sites (CGULS)⁷ — a platform that comprises concerned member states and their international partners engaged in the management, remediation or regulatory oversight of uranium legacy sites in Central Asia and other donors.

Sustainability and Scaling Up

Financial sustainability

The implementation of the Phase I has created a continued demand for the public awareness and further strengthening the voice of citizens in uranium risk management in Central Asia. The proposed Action is expected to reinforce this demand opening up new avenues for international donor community to citizens' engagements. This Action is expected to showcase models of socio-economic engagement of at-risk communities that could be further replicated in other geographic areas. The Action will maintain close link with the donors and engage them in the knowledge exchange processes, encouraging donors interest to further support these activities. There is an opportunity to expect some positive dynamic in state fiscal policy to allocate resources on public information on radioactive risk, however, there are no grounds for much confidence on this aspect.

Institutional sustainability

The Action will further create strong links with national and local institutions and programmes that will be likely to continue to require its services after the project ending. The Action will be implemented through the national office of the ENVSEC partners: UNDP, OSCE. Aarhus Centres and the public environmental information centres are expected to become sustainable and continue their awareness raising and provision of information role after the closure of the project. Institutional sustainability is largely depends on the availability of funds to continue their activities, however, in terms of technical expertise, knowledge resources, technical solutions, the centres will become fully sufficient.

Policy level sustainability

This Action is geared to create strong policy level sustainability through improving compliance to the legal and regulatory frameworks in the target countries and through promoting more open fora for discussing uranium risk with national and local authorities.

IV. PROJECT MANAGEMENT

The project will be implemented by the Istanbul Regional Hub (IRH) under the UNDP Direct Implementation Modality (DIM) with participation of OSCE and UNDP COs. OSCE will be considered a Grant Beneficiary for the purpose of the EU-UNDP Contribution Agreement. IRH Climate and Disaster Team will be responsible for the oversight, project management, and coordination and reporting. National-level activities under the responsibility of the UNDP will be implemented directly through the UNDP Country Offices in beneficiary countries. The OSCE-led activities will be implemented by the OSCE (Secretariat and the OSCE Field Operations in Kyrgyzstan, Tajikistan, and Uzbekistan) in close partnership with local partners and stakeholders.

At the regional level, UNDP Istanbul Regional Hub (IRH) as the Implementing Partner will have direct communication with UNDP COs and the OSCE in order to ensure adequate and prompt information exchange. Regular online discussions involving IRH, OSCE Secretariat, OSCE Field Operations and UNDP COs will also be conducted to ensure proper coordination. UNDP COs and OSCE Field Operations

⁷ <http://www-ns.iaea.org/projects/ec-insc/cguls.asp?s=8&l=71>

within the three countries will maintain a close communication with the respective national and local partners.

Specifically, the project team will include staff carrying out various forms of tasks including technical assistance, administration and management that are directly attributable to the implementation of the Action. The project office will comprise of part time specialized project staff. The latter will be charged for the time spent directly attributable to the implementation of the Action.

UNDP (estimated staff involvement which may change according to the project needs):

Istanbul Regional Hub (IRH) team:

- *Team Leader of IRH Climate and Disaster Team* (around 5%): as member of the project board will oversee UNDP regional support, provides leadership and technical advice with regard to the integration of the project development outcome into the broader climate and disaster and regional/global programme and assists with high end policy level advice and interactions with project beneficiaries and project partners;
- *DRR programme specialist* (around 5%): oversees regional day-to-day management support and provides advice for management, partnership and technical coordination support needed by the participating country offices (COs), including about the Visibility Plan, in line with Art. 8 of the GCs and the Joint Visibility Guidelines for EC-UN Actions in the field;
- *Programme assistant* (around 15%): provides daily support for timely execution of the Annual Work Plan (AWP), manages administrative and financial aspects of the project implementation, providing logistical support in case of travel and event planning.

UNDP COs PMU at country level (in Tajikistan, Kyrgyzstan, Uzbekistan):

- *Portfolio Team Leader/Programme Analyst* (around 5%): responsible for providing overall guidance for the project implementation especially in terms of positioning the project in the national development context and supporting the project's engagement with policy/decision makers;
- *Project Coordinator/ Programme Associate* (15-30%): responsible for the implementation of the project at national level, including day-to-day project management, work planning, reporting, technical support, partnership and organization of events and dissemination of project results according to the Art.8 of the GCs and the Joint Visibility Guidelines for EC-UN Actions in the field;
- *Project assistant/Task manager* (25-50%): provides daily support for timely execution of the Annual Work Plan (AWP), manages administrative and financial aspects of the project implementation, providing logistical support in case of travel and event planning.

OSCE (estimated staff involvement which may change according to the project needs):

OSCE Headquarter Vienna:

- *Regional coordinator* (5%): overall high-end policy, partnership and programme support.

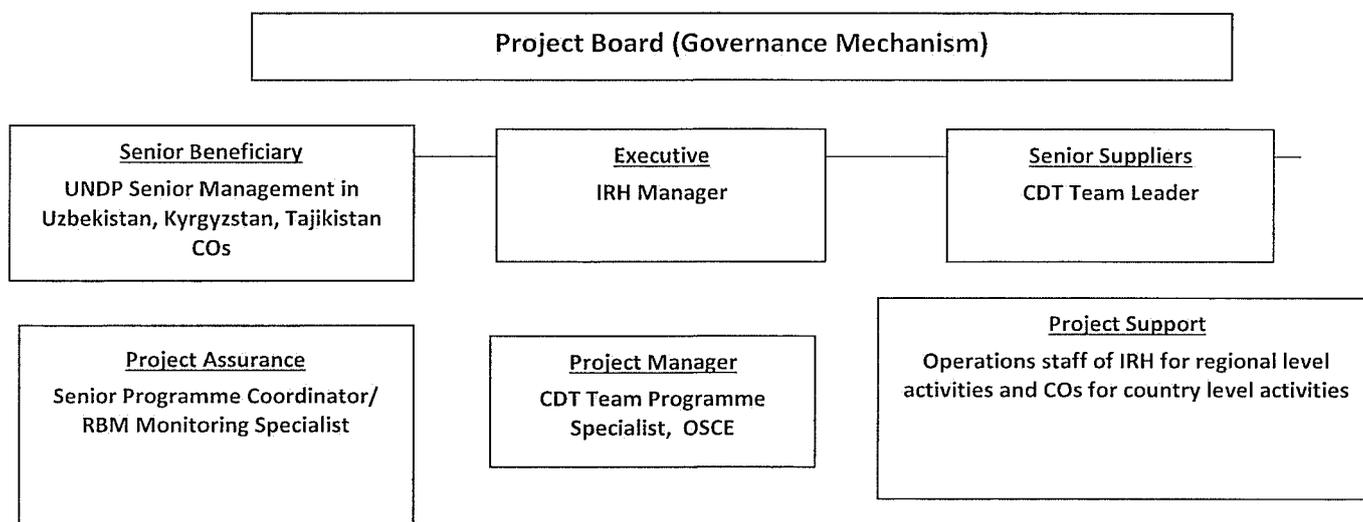
OSCE field office level staff (in Tajikistan, Kyrgyzstan, Uzbekistan):

- *National coordinator* (25-50%): overall coordination of the OSCE-led activities, including work planning, engagement with local stakeholders and other project partners;
- *Project administrative assistant* (20-50%): supporting the National Coordinator and execution of activities including logistics.

Local and International Short-Term Technical Experts: includes short-term specialists in ULS, with specific experience in the beneficiary countries, to conduct assessments and/or technical studies and provide technical support for awareness raising/capacity building events at local level.

A Project Board will be established within the IRH to provide guidance and supervision for the project implementation and to ensure adequate engagement with the project donor (EC).

All materials and publications produced under the project will be aligned with the Communication and Visibility Plan as further described in Annex VI to the Contribution Agreement, and in line with Art. 8 of the GCs and the Joint Visibility Guidelines for EC-UN Actions in the field.



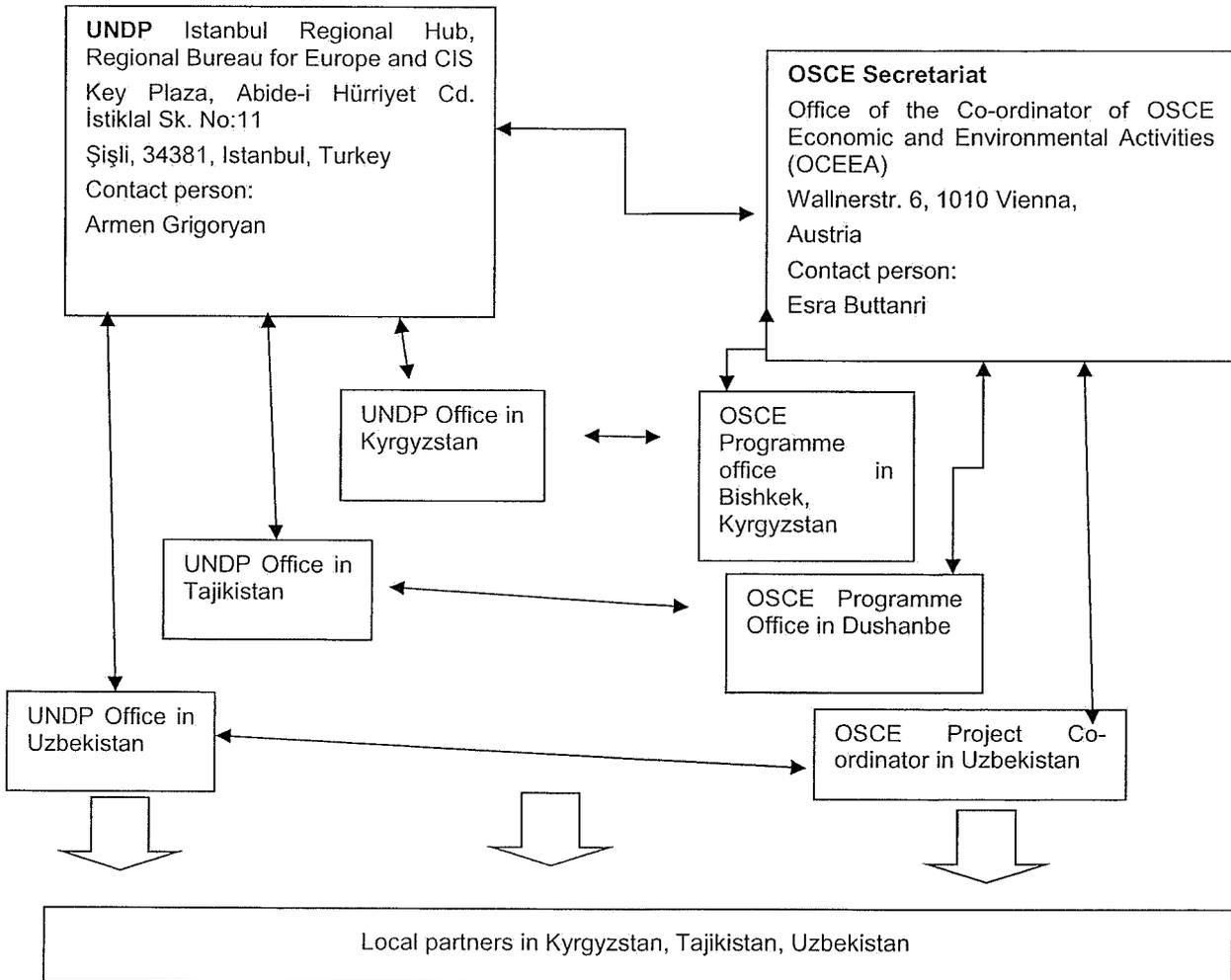
The project will be directed by a *Project Board (see scheme above)*, chaired by the Manager of the Regional Hub, who will serve as the Project Executive. The Project Board is the group responsible for making by consensus management decisions for a project when guidance is required by the Project Manager, including recommendation for UNDP/Implementing Partner’s approval of project plans and revisions. OSCE will also be represented in the Project Board. In order to ensure UNDP’s ultimate accountability, the Project Board decisions should be made in accordance with corporate UNDP standards that shall ensure best value to money, fairness, integrity transparency and effective international competition. In case a consensus cannot be reached, final decision shall remain with the UNDP Manager of the Regional Hub.

The project board will:

- Provide overall leadership, guidance and direction in successful delivery of outputs and their contribution to outcomes under the programme;
- Be responsible for making strategic decisions by consensus, including the approval of project substantive revisions (i.e., changes in the project document);
- Approve annual work plans, annual reviews, and other reports as needed;
- Meet at least once a year (either in person or virtually) to review project implementation, management risks, and other relevant issues;
- Address any relevant project issues as raised by the Project manager;
- Provide guidance on new project risks and agree on possible countermeasures and management actions to address specific risks.

Also, taking into account the modality of ENVSEC Initiative, within the project “*Stakeholder Engagement for Uranium Legacy Remediation in Central Asia. Phase 2*” the OSCE will be implementing certain components of the project based on a Letter of Agreement to be signed between the UNDP and the OSCE for the purposes of this project and conducted capacity assessment, in line with corporate UNDP Programme and Operations Policies and Procedures.

Implementing partners and organizational setup



V. Results Framework⁸

EXPECTED OUTPUTS	INDICATORS ⁹	DATA SOURCE	BASELINE		TARGETS			DATA COLLECTION METHODS & RISKS
			Value	Year	Value/Year 1	Value/Year 2	Value/Year 3	
1.1 Deepening the awareness and outreach at local and national levels	1.1.1 # of consultations among local stakeholders on radioactive safety	Action reporting ; Questionnaires ; Visitors' register	None	2018	9 events (3 per country)	9 events (3 per country)	9 events (3 per country)	Reports Questionnaires (e.g. measuring awareness at the beginning, midterm and end project) Project reports Awareness campaign's press releases
	1.1.2 # of people covered by awareness and outreach campaigns (if possible gender disaggregated)		None		1000	1000	1000	
	1.1.3 # of visitors to the educational museum on uranium mining		None		Not completed	yet	1500 (at least 600 students)	
1.2 Implementing small-scale measures in place to bridge safety and information	1.2.1 # of initiatives promoted and implemented by the Green Patrol	Action reporting	none	2018	9	18	18	Kick off meetings Participation in respective events Project Reports
	1.2.2 # of small-scale safety measures implemented	Action reporting	None	2018	3	9	9	
2.1 Increase public knowledge on their legal rights for participation in ULSs management	2.1.1 Residents' rights' centered assessment (were possible with sex and age disaggregated data)	Action reporting	No assessment	2018	3 assessment on citizen's rights	-	-	Technical reports underpinning the assessments and recommendations; Photo, video, audio materials Project reports

2.2 Create fora for dialogues between the public and decision-makers on ULSs governance	2.2.1 # of meetings among community members, academia and local administrations 2.2.2 # of stakeholder representatives (disaggregated by gender) aware about local communities' rights of participation	Action reporting	None	2018	3 (1 per country)	3 (1 per country)	3 (1 per country)	Technical reports underpinning assessments and recommendations; Project reports
3.1 Pilot projects designed, developed and implemented in targeted uranium legacy sites	3.1.1. # assessments/recommendations for pilots/ SGP development 3.1.2. # pilot/small grant facilities modalities developed	Action reporting Recommendations are documented Action reports	No assessments No modalities identified	2018	3 3	0 0	0 0	Meetings proceedings reports Photo, video, audio materials Project reports
3.2 Proposed models for socio-economic interventions to reduce ULS risks and perspectives for further replication across Tajikistan, Kyrgyzstan, and Uzbekistan	3.2.1. # of Recommendations for the mode(s) of socio-economic interventions submitted and discussed with the regulating authorities	Action reporting Recommendations are documented	No projects	2018	3	6	6	Project calls/procurement supporting documents
		Action reporting Recommendations are documented	No recommendations	2018	0	0	3	Meetings proceedings Any form of publicly available documents to support the validation of recommendations and inclusion of these findings into the decision making process

4.1 Regional cooperation and quality control enhanced	4.1.1. # of progress reports	Action reporting	No reports	2018	1	1	1	Annual progress reports
4.2. Regional component: cross-country coordination and knowledge exchange	4.2.1 # of best practices and experiences shared	Action reporting	none	2018	1	2	1	Participation in the meeting Meeting report

VI. MONITORING

In accordance with UNDP's programming policies and procedures, the project will be monitored through the following monitoring plans:

- Monitoring and evaluation activities described in Output 4.1. will be conducted in line with the provisions of the Financial and Administrative Framework Agreement between the European Union, represented by the European Commission and the United Nations.
- The EU and UNDP will meet regularly to monitor and review the progress to date and suggest changes/alteration of work plans in view of changes in priority or circumstances. Obligations related to reporting will be fulfilled according to art. 3 of the General Conditions. Progress reports will be prepared and submitted to the EU annually and a final report will be submitted within six months (latest) after the end of the Implementation Period in line with Article 3 of the General Conditions.
- Annual progress reports shall describe relevant changes to the Action environment, implementation of Action activities, progress towards achievement of results and objectives during the reporting period and an update version of the work programme for the remaining period. At the end of the Action, a final report will be prepared. The final report shall include a section on lessons learnt for similar interventions in the future.
- All reports will be shared with and are subject to the endorsement of the European Union as per the procedures described in the Art. 3 of the General Conditions, Annex 2 to the present Contribution Agreement.
- The Action may be subject to the standard monitoring arrangements for actions financed under the European Union.

UNDP and OSCE will be responsible for the preparation and submission of the following additional reporting exercises and updates that are part of the monitoring process:

Monitoring Activity	Purpose	Frequency	Expected Action	Partners (if joint)
Track results progress	Progress data against the results indicators in the RRF will be collected and analysed to assess the progress of the project in achieving the agreed outputs.	At least annually	Slower than expected progress will be addressed by project management.	IRH, UNDP COs, OSCE
Monitor and Manage Risk	Identify specific risks that may threaten achievement of intended results. Identify and monitor risk management actions using a risk log. This includes monitoring measures and plans that may have been required as per UNDP's Social and Environmental Standards.	At least annually	Project management identifies risks and actions are taken to manage risk. The risk log is actively maintained to keep track of identified risks and actions taken.	IRH, UNDP COs, OSCE
Learn	Knowledge, good practices and lessons will be captured regularly, as well as actively sourced from other projects and partners and integrated back into the project.	At least once	Relevant lessons are captured by the project team and used to inform management decisions.	IRH, UNDP COs, OSCE
Annual Project Quality Assurance	The quality of the project will be assessed against UNDP's quality standards to identify project strengths and weaknesses and to	Annually	Areas of strength and weakness will be reviewed by project management and used to inform	IRH, COs, OSCE

	inform management decision making to improve the project.		decisions to improve project performance.	
Project Report	<p>An annual project report will be presented to the Project Board, key stakeholders and EC.</p> <p>The final report will be presented to the EU annually and within the six (6) months following the end of the implementation period, respectively, in line with Article 3 of the GCs.</p>	Annually, and at the end of the project (final reports)	Report will be consisting of progress data showing the results achieved against pre-defined annual targets at the output level, the annual project quality rating summary	IRH, UNDP CO, OSCE
Project Review (Project Board)	The project's governance mechanism (i.e., project board) will hold regular project reviews to assess the performance of the project and review the Multi-Year Work Plan to ensure realistic budgeting over the life of the project. In the project's final year, the Project Board shall hold an end-of project review to capture lessons learned and discuss opportunities for scaling up and to socialize project results and lessons learned with relevant audiences.	At least annually	Any quality concerns or slower than expected progress should be discussed by the project board and management actions agreed to address the issues identified.	IRH, UNDP COs, OSCE

VII. DURATION AND INDICATIVE MULTI YEAR PLAN FOR IMPLEMENTING THE ACTION

The estimated project duration is 36 months

Project outputs	Year 1				Year 2				Year 3				Main Implementing Body
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Outcome 1. Increased understanding of local and national decision-makers and community members about uranium waste risk and its impact on people, livelihoods, and environment													
1.1 Deepening the awareness and outreach at local and national levels		X	X	X	X	X	X	X	X	X	X		OSCE
1.2 Implementing small-scale measures in place to bridge safety and information				X	X	X	X	X	X				OSCE
Outcome 2. Reinforced implementation of the legal and regulatory framework through community engagement in the safe governance of legacy sites													
2.1 Increase public knowledge on their legal rights for participation in ULSs management		X	X	X	X								UNDP
2.2 Create fora for dialogues between the public and decision-makers on ULSs governance				X	X	X	X						OSCE
Outcome 3. Uranium legacy risk reduction in target communities through gender sensitive social economic development projects.													
3.1 Pilot projects designed, developed and implemented in targeted uranium legacy sites		X	X	X	X	X	X	X	X	X	X		UNDP
3.2 Proposed models for socio-economic interventions to reduce ULS risks and perspectives for further replication across Tajikistan, Kyrgyzstan, and Uzbekistan										X	X	X	UNDP
Outcome 4. Regional cooperation, project management and quality control													

4.1	Regional cooperation and quality control enhanced	X	X	X	X	X	X	X	X	X	X	X	X	X	UNDP
4.2.	Regional component: cross-country coordination and knowledge exchange			X	X	X	X	X	X	X	X				OSCE

VIII. RISK MANAGEMENT PLAN

Risk	Potential adverse impact	Risk Level (H/M/L)	Risk management strategy	Risk owner
Political instability	Discontinuation or delay in the implementation of project activities	M	The project team will closely monitor political situation in the region	UNDP, OSCE
Natural disasters	Discontinuation or delay in the implementation of project activities	M	Contingency plans and security systems in place to ensure disaster preparedness in the event of natural or manmade disaster	UNDP, OSCE
Political unwillingness to participate in the project	Non-involvement of some of selected country/s in the project	M	Dissemination of information about remediation projects and stakeholder engagement to the respective governmental sections, demonstration of benefits of the Action.	UNDP, OSCE
Political environment preventing the organization of joint activities among selected countries	Duplication of some efforts, implementation not aligned between the countries	M	Building on experience from previously implemented projects with the involvement of conflicting countries, demonstration of benefits of the Action.	UNDP, OSCE
Risk of not overcoming the constraints in stakeholder engagement	Delay in the project implementation, non-participation of some of the stakeholders	L	Careful consideration of timeframe for implementation of activities, advance communication with selected stakeholders for obtaining their positive attitude towards Action.	UNDP, OSCE

ANNEX II - General Conditions for Contribution Agreements

Article 1: Definitions.....	2
Article 2: General obligations	4
Article 3: Obligations regarding information and reporting	5
Article 4: Liability towards third parties	7
Article 5: Conflict of interests	8
Article 6: Confidentiality	8
Article 7: Data Protection.....	8
Article 8: Communication and visibility.....	8
Article 9: Right to use results and transfer of equipment.....	9
Article 10: Monitoring and evaluation of the Action	10
Article 11: Amendment to the Agreement	11
Article 12: Suspension	11
Article 13: Termination	13
Article 14: Applicable law and settlement of disputes.....	14
Article 15: Recovery	15
Article 16: Accounts and archiving.....	16
Article 17: Access and financial checks.....	16
Article 18: Eligibility of costs	17
Article 19: Payments	18
Article 20: Final amount of the EU Contribution	20
Article 21: Performance-based financing.....	20
Article 22: Ex-post publication of information on Contractors and Grant Beneficiaries.....	20
Article 23: Contracting and Early Detection and Exclusion System	21

Article 1: Definitions

- Action:** the cooperation programme or project partly or wholly financed by the EU, which is carried out by the Organisation as described in Annex I. Where reference is made to the Action or part of the Action financed by the EU Contribution, this refers both (i) to activities exclusively financed by the EU Contribution and (ii) to activities jointly co-financed by the EU.
- Contractor:** a natural or legal person with whom a Procurement Contract has been signed.
- Days:** calendar days.
- Early Detection and Exclusion System:** a system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015), which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.
- End Date:** the date by which the Agreement ends, i.e. the moment of the payment of the balance by the Contracting Authority in accordance with Article 19 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 20. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date shall be postponed until the completion of such procedure.
- Final Administrative Decision:** a decision of an administrative authority having final and binding effect in accordance with the applicable law.
- Final Beneficiary:** a natural or legal person ultimately benefitting from the Action.
- Force Majeure:** any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which may not be attributed to error or negligence on either part (or on the part of the Grant Beneficiaries, Partners, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the defaulting Party.
- Grant:** a direct financial contribution by way of donation given by the Organisation or a Partner to finance third parties activities.
- Grant Beneficiary:** a natural or legal person to whom a Grant has been awarded. Grant Beneficiaries can sub-grant and procure for the implementation of their activities.

Grave Professional Misconduct:	any of: a violation of applicable laws or regulations, in particular the Organisation's Regulations and Rules, or ethical standards of the profession to which a person or entity belongs, including any conduct leading to sexual or other exploitation or abuse, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.
Indicator:	the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure the achievement of the Results of an Action.
Internal Control System:	a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives: a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.
International Organisation:	an international public-sector organisation set up by international agreement (including specialised agencies set up by such organisations), or an organisation assimilated to international organisations in accordance with the EU Financial Regulation.
Member State Organisation:	an entity established in a Member State of the European Union as a public law body or as a body governed by private law entrusted with a public service mission and provided with adequate financial guarantees from the Member State.
Multi-Donor Action:	an Action co-financed by the EU Contribution (whether or not earmarked) and other donor(s).
Outcome:	the likely or achieved short-term and medium-term effects of an Action's Outputs.
Output:	the products, capital goods and services which result from an Action's activities.
Partner:	an entity implementing part of the Action and being a party to the relevant Contribution Agreement together with the Organisation.
Procurement Contract:	a contract signed between the Contractor and either the Organisation or a Partner under which the Contractor provides services, supplies or works.
Regulations and Rules:	regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation.
Result:	the Output or Outcome of an Action.

Sound Financial Management:

a principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including all aspects of internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

Article 2: General obligations

Implementation of the Action

2.1 The Organisation is responsible for the implementation of the Action described in Annex I, regardless of whether the activities are performed by the Organisation itself, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

Responsibility

2.2 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due degree of professional care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. The Organisation shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Action.

2.3 The Organisation shall have full financial responsibility towards the Contracting Authority for all funds, including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU Contribution is effectively carried out and implemented correctly. The Organisation shall inform the European Commission and the Contracting Authority of irregularities and fraud detected in the management of the EU Contribution and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs.

Other obligations

2.4 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.6, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.

- 2.5 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the pillar assessment undergone by the Organisation or (ii) those that may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement in accordance with Article 13.3.
- 2.6 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Organisation shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
- 2.7 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, with the consequence that rights and obligations are conferred upon it only where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

Article 3: Obligations regarding information and reporting

General issues

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of achievement of its Results (Outcomes or Outputs) as measured by corresponding Indicators. The report shall be drafted in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the overall action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request – in addition to the final reports to be submitted pursuant to Article 3.8 - the final reports of the overall action, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within thirty (30) days of receipt of the request. The Organisation may submit a duly motivated request to extend the 30-day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay of any circumstances likely to adversely affect the implementation and management of the Action, or to delay or jeopardise the performance of the activities.

Content of the reports

- 3.7 The progress report(s) shall relate directly to this Agreement and shall at least include:
- a) summary and context of the Action;
 - b) actual Results: an updated table based on a logical framework matrix including reporting of Results achieved by the Action (Outcomes or Outputs) as measured by their corresponding Indicators, agreed baselines and targets, and relevant data sources;
 - c) information on the activities directly related to the Action as described in Annex I and carried out during the reporting period;
 - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
 - e) information on the implementation of the Visibility and Communication Plan (Annex VI) and any additional measures taken to identify the EU as source of financing;
 - f) a breakdown of the total costs, following the structure set out in Annex III, incurred from the beginning of the Action as well as the legal commitments entered into by the Organisation during the reporting period;
 - g) a summary of controls carried out and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, an analysis of their nature and extent, as well as information on corrective measures taken or planned, shall also be provided;
 - h) where applicable, a request for payment;
 - i) work plan and budget forecast for the next reporting period.
- 3.8 The final report shall cover the entire Implementation Period and include:
- a) all the information requested in Article 3.7 a) to h);
 - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
 - c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
 - d) the exact link to the webpage where, according to Article 22.1, information on Grant Beneficiaries and Contractors is available;
 - e) if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 9;
 - f) where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the EU Contribution have been covered by other donors' contributions;
 - g) where applicable, a request for payment.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions starting from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions¹. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by the EU Contribution. Progress reports shall be submitted within sixty (60) days after the period covered by such report. The final report shall be submitted, at the latest, six (6) months after the end of the Implementation Period.

Management declaration

- 3.10 Every progress and final report shall be accompanied by a management declaration in accordance with the template included in Annex VII, unless Article 1.5 of the Special

¹ By default, the reporting period is every 12 months as from the commencement of the Implementation Period.

Conditions states that an annual management declaration shall be sent to the European Commission headquarters, separately from the reports provided under this Agreement.

Audit or control opinion for organisations other than International Organisations/Member State Organisations

- 3.11 In case the Organisation is neither an International Organisation, nor a Member State Organisation, the Organisation shall provide an audit or control opinion in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.12 Such audit or control opinion shall be provided up to one (1) month following the management declaration sent with every progress or final report, unless Article 1.5 of the Special Conditions states that the management declaration and the audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

Currency for reporting

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

Failure to comply with reporting obligations

- 3.15 If the Organisation is unable to present a progress or final report, together with the accompanying documents, by the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons. The Organisation shall also provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 13, refuse to pay any outstanding amount and recover any amount unduly paid.

Article 4: Liability towards third parties

- 4.1 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out, or as a consequence of the Action. The European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.

Article 5: Conflict of interests

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

Article 6: Confidentiality

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors, Grant Beneficiaries or the Final Beneficiaries of the Action.
- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
 - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
 - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall nonetheless have access to all documents communicated to the Contracting Authority, and shall maintain the same level of confidentiality.

Article 7: Data Protection

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Rules and Procedures. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

Article 8: Communication and visibility

- 8.1 The Organisation shall implement the Communication and Visibility Plan detailed in Annex VI.
- 8.2 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as all related

publicity material, official notices, reports and publications shall acknowledge that the Action was carried out "with funding by the European Union" and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action² published by the European Commission, or with any other guidelines agreed between the European Commission and the Organisation.

- 8.3 If, during the implementation of the Action, equipment, vehicles or major supplies are purchased using the EU Contribution, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.
- 8.4 If, pursuant to Article 9.5, the equipment, vehicles or remaining major supplies purchased with the EU Contribution have not been transferred to the local authorities, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply between submission of the final report and the end of the overall action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 9.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 8.5 Unless otherwise provided in the Special Conditions, if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU Contribution.
- 8.6 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions upon their issuance.
- 8.7 The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

Article 9: Right to use results and transfer of equipment

Right to use

- 9.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.

² Communication and Visibility in EU-financed external actions – Requirements for implementing partners (Projects), available at: https://ec.europa.eu/europeaid/sites/devco/files/communication-visibility-requirements-2018_en.pdf

- 9.2 Where the results mentioned in Article 9.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority) accordingly.

Transfer

- 9.3 The equipment, vehicles and remaining major supplies purchased with the EU Contribution shall be transferred to or remain with local authorities, local Grant Beneficiaries or Final Beneficiaries, at the latest when submitting the final report.
- 9.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.
- 9.5 By way of derogation from Article 9.3, the equipment, vehicles and remaining major supplies purchased with the EU Contribution in the framework of actions which continue after the end of the Implementation Period may be transferred at the end of the overall action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 9.6 In the event that there are no local authorities, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another action funded by the EU or - exceptionally - retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action or the overall action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due course and - at the latest – together with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

Article 10: Monitoring and evaluation of the Action

- 10.1 Keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement, the Organisation shall invite representatives of the European Commission and the Contracting Authority (if other than the European Commission) to participate at their own costs to the main monitoring missions and evaluation exercises related to the performance of the Action. Participation in evaluation exercises should be ensured by requesting comments from the European Commission and the Contracting Authority on the terms of reference before the exercise takes place, and on the different deliverables related to an evaluation exercise prior to their final approval (as a minimum, on the final report). The Organisation shall send all monitoring and evaluation reports relating to the Action to the European Commission and the Contracting Authority once issued, subject to confidentiality.
- 10.2 Article 10.1 is without prejudice to any monitoring mission or evaluation exercise, which the European Commission as a donor, or the Contracting Authority, at their own costs, may wish to perform. Monitoring and evaluation missions by representatives of the European Commission or the Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make available to the Organisation the terms of reference of the evaluation exercise before it takes place, as well as the different deliverables (as a minimum, the draft final report) for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final monitoring and evaluation report to the Organisation once issued.

- 10.3 In line with the spirit of partnership, the Organisation and the European Commission (and the Contracting Authority, if applicable), may also carry out joint monitoring and/or evaluation. Such arrangements will be discussed and agreed in due time, planned ahead and completed in a collaborative manner.
- 10.4 Representatives of the relevant partner country may, whenever possible, be invited to participate at their own costs in the main monitoring missions and evaluation exercises, unless such participation would be detrimental to the objectives of the Action or threaten the safety or harm the interests of Partners, Grant Beneficiaries or Final Beneficiaries.

Article 11: Amendment to the Agreement

- 11.1 Without prejudice to Articles 11.3 to 11.7, any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment thirty (30) days before the amendment is intended to enter into force and no later than thirty (30) days before the End Date, unless there are special circumstances, duly demonstrated by it, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) days after the date when the amendment request was received.
- 11.3 By way of derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action, such as its objectives, strategy and priority areas, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report.
- 11.4 The method described in Article 11.3 shall be used neither to amend the contingency reserve, the rate for remuneration, nor the agreed methodology or fixed amounts/rates of simplified cost options.
- 11.5 The Organisation may, in agreement with the Contracting Authority, change Outputs, the Indicators and their related targets, baselines and sources of verification described in Annex I and in the logical framework if the change does not affect the main purpose of the Action, without the need for a formal addendum to the Agreement.
- 11.6 The Organisation may, in agreement with the European Commission, amend Annex VI without the need for a formal addendum to the Agreement.
- 11.7 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

Article 12: Suspension

Suspension of the time limit for payment

- 12.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
- a) the amount is not due; or
 - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubts about

compliance by the Organisation with its obligations in the implementation of the Action;
or

- c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported expenditure; or
- d) credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.

12.2 In the situations listed in Article 12.1, the Contracting Authority shall notify the Organisation as soon as possible, and in any case within thirty (30) days from the date on which the payment request was received, of the reasons for the suspension, specifying - where applicable - the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

Suspension of the Agreement by the Contracting Authority

12.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:

- a) the Contracting Authority has proof that irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its pillar assessment or in the implementation of the Action;
- b) the Contracting Authority has proof that irregularities, fraud or breach of obligations have occurred which call into question the reliability or effectiveness of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
- c) the Contracting Authority has proof that the Organisation has committed irregularities, fraud or breaches of obligations under other agreements funded by EU funds provided that those irregularities, fraud or breaches of obligations have a material impact on this Agreement.

12.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within ten (10) days from the receipt of the notification. If the Organisation does not submit observations, or if - after examination of the observations submitted by the Organisation - the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or part of the implementation of this Agreement serving seven (7) days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation that is not suspended. Any expenditures or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed, nor be covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with the Organisation, resume implementation of the Agreement. In the latter case, the Parties will amend the Agreement where necessary.

Suspension for exceptional circumstances

- 12.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional or unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 12.6 The Contracting Authority may also notify the Organisation of the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
- a) when a relevant EU Decision identifying a violation of human rights has been adopted; or
 - b) in cases such as crisis entailing a change of EU policy.
- 12.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if Force Majeure or exceptional circumstances as set forth under Articles 12.5 and 12.6 prevent it from fulfilling said obligations, and provided it takes any measures to minimise any possible damage.
- 12.8 In the situations listed in Articles 12.5 and 12.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period, the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement that may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period or to the termination of the Agreement in accordance with Article 13.3. In case of suspension due to Force Majeure or if the Action is a Multi-Donor Action, the Implementation Period is automatically extended by an amount of time equivalent to the duration of the suspension.

Article 13: Termination

- 13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation, where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:
- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
 - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU Contribution or provides reports that do not reflect reality to obtain or keep the EU Contribution without cause;
 - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
 - d) is guilty of Grave Professional Misconduct proven by any justified means;
 - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
 - f) fails to comply with the reporting obligations in accordance with Article 3.15;
 - g) has committed any of the failings described in Article 12.3 on the basis of proof in the possession of the Contracting Authority.
- 13.2 Before terminating the Agreement in accordance with Article 13.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within thirty (30) days from the receipt of the notification. During this period, and until the termination takes effect,

the Contracting Authority may suspend the time limit for any payment in accordance with Article 12.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the termination, the Contracting Authority may terminate the Agreement serving seven (7) days' prior notice. During that period, the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 20 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

- 13.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately performed, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) days written notice. In this case, the final amount shall cover:
- a) payment only for the part of the Action carried out up to the date of termination;
 - b) in the situations described in Articles 12.5 and 12.6, the unavoidable residual expenditures incurred during the notice period; and,
 - c) in the situations described in Articles 12.5 and 12.6, reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 15.

- 13.4 In the event of termination, a final report and a request for payment of the balance shall be submitted in accordance with Articles 3 and 19. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

Article 14: Applicable law and settlement of disputes

- 14.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including its existence or termination.
- 14.2 Where the Organisation is not an International Organisation, and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented - if necessary - by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU). Notwithstanding the foregoing sentence, where the Organisation is not established or incorporated in the EU, any of the Parties may bring before the Brussels courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. Where one party has brought proceedings before the Brussels courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Brussels courts before which the proceedings have already been brought.
- 14.3 Where the Organisation is not an International Organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European

Commission. If no settlement is reached within one hundred and twenty (120) days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.

14.4 Where the Organisation is an International Organisation:

- a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
- b) in the absence of an amicable settlement pursuant to Article 14.1 above, any dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

Article 15: Recovery

- 15.1 Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay the amount due to the Contracting Authority.
- 15.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within thirty (30) days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.
- 15.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:
 - a) by offsetting it against any amounts owed to the Organisation by the EU;
 - b) by taking legal action pursuant to Article 14;
 - c) in exceptional circumstances justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.
- 15.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 19.6(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.
- 15.5 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.

- 15.6 The European Commission may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

Article 16: Accounts and archiving

Accounting

- 16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. The accounting Regulations and Rules of the Organisation shall apply to the extent that they ensure accurate, complete, reliable and timely information. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of the Organisation.

Archiving

- 16.2 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts and Grant agreements financed by the EU Contribution.

Article 17: Access and financial checks

- 17.1 The Organisation shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 17.2 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 17.3 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 17.4 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.
- 17.5 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 17.1 to 17.4 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between the Organisation and the European

Commission. This is without prejudice to any cooperation arrangement between OLAF and the Organisation's anti-fraud bodies.

- 17.6 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

Article 18: Eligibility of costs

- 18.1 Direct costs are eligible for EU financing if they meet all the following criteria:
- a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
 - b) they are incurred in accordance with the provisions of this Agreement;
 - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 18.5;
 - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;
 - e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
 - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
 - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I; and
 - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.
- 18.2 The following costs may not be considered eligible direct costs, but may be charged as part of the remuneration: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the European Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 18.3 The remuneration shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration does not need to be supported by accounting documents. For Multi-Donor and comparable actions, the remuneration shall not be higher than that charged by the Organisation to comparable contributions.
- 18.4 The following costs are ineligible for EU financing:
- a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Organisation may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;
 - b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 9;

- c) duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
- d) return of capital;
- e) debts and debt service charges;
- f) provision for losses, debts or potential future liabilities;
- g) banking charges for the transfers from and to the Contracting Authority;
- h) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 12.8;
- i) costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
- j) contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as a direct eligible cost if it complies with the conditions set out in Article 18.1; and
- k) costs of purchase of land or buildings, unless otherwise provided in the Special Conditions.

Simplified cost options

- 18.5 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing.
- 18.6 The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 18.1, 18.2 and 18.4, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall respect the principle of Sound Financial Management. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices, an expert judgment or on statistical or other objective information where available and appropriate.
- 18.7 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the declared method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 18.8 Simplified cost options not linked to the achievement of concrete Results shall only be eligible if they have been ex ante-assessed by the European Commission.
- 18.9 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.

Article 19: Payments

- 19.1 Payment procedures shall be as follows:
- a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within thirty (30) days of receiving the Agreement signed by both Parties;
 - b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
 - i) the reporting period is intended as a twelve-month period, unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to eighteen (18) months, the reporting period shall cover it entirely;

- ii) if at the end of the reporting period less than 70% of the last payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the immediately pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been paid by the Organisation to its staff or has been subject to a legal commitment with a third party;
- iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
- c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 20 and following approval of the request for payment of the balance and of the final report; and
- d) the Contracting Authority shall pay the further pre-financing instalments and the balance within ninety (90) days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 12 or 13.

19.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 20. If the balance is negative, the payment of the balance takes the form of recovery.

19.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.

19.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions to the bank account referred to in the financial identification form in Annex IV.

19.5 Payment arrangements for performance-based financing in accordance with Article 21 shall be set out in Article 4 of the Special Conditions and Annex I.

Late payment interest

19.6 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:

- a) upon expiry of the time limits for payments specified in Article 19.1, if the Organisation is not a Member State Organisation, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
- b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 12 or 13 shall not be considered as late payment;
- c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 19.1. Any partial payment shall first cover the interest;

- d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two months of it receiving late payment;
- e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two months of it receiving late payment.

Article 20: Final amount of the EU Contribution

- 20.1 The Contracting Authority shall determine the final amount of the EU Contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
- a) to be paid to the Organisation in accordance with Article 19 where the final amount of the EU Contribution is higher than the total amount already paid to the Organisation; or
 - b) to be recovered from the Organisation in accordance with Article 15 where the final amount of the EU Contribution is lower than the total amount already paid to the Organisation.
- 20.2 The final amount shall be the lower of the following amounts:
- a) the maximum EU Contribution referred to in Article 3.1 of the Special Conditions in terms of absolute value;
 - b) the amount obtained after reduction of the EU Contribution in accordance with Article 20.3.
- 20.3 Where the Action (i) is not implemented, (ii) is not implemented in line with the Agreement or (iii) is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU Contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

Article 21: Performance-based financing

- 21.1 The payment of the EU Contribution may be partly or entirely linked to the achievement of Results measured by reference to previously set milestones or through performance Indicators. Such performance-based financing is not subject to Article 18. The relevant Results and the means to measure their achievement shall be clearly described in Annex I.
- 21.2 The amount to be paid per achieved Result shall be set out in Annex III. The method to determine the amount to be paid per achieved Result shall be clearly described in Annex I and take into account the principle of Sound Financial Management.
- 21.3 The Organisation shall not be obliged to report on costs linked to the achievement of Results. However, the Organisation shall submit any necessary supporting documents, including where relevant accounting documents, to prove that the Results triggering the payment as defined in Annex I and III have been achieved.
- 21.4 Articles 3.7 f), 3.8 b) and 3.8 f) do not apply to the part of the Action supported by way of performance-based financing.

Article 22: Ex-post publication of information on Contractors and Grant Beneficiaries

- 22.1 The Organisation shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 and all Grants financed by the EU Contribution: title of the contract/agreement/project, nature and purpose of the

contract/agreement/project, name and locality of the Contractor or Grant Beneficiary and amount of the contract/agreement/project. The term "locality" shall mean the address for legal persons and the Region on NUTS³ 2 level, or equivalent, for natural persons. This information shall not be published in relation to education support paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance to the requirements of confidentiality security and in particular the protection of personal data. The publication shall be waived, if such disclosure risks threatening rights and freedoms as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Contractors or Grant Beneficiaries.

- 22.2 The Organisation shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 22.3 Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on Contractors and Grant Beneficiaries shall follow the rules of the Organisation.

Article 23: Contracting and Early Detection and Exclusion System

Contracting

- 23.1 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible. Without prejudice to the foregoing or to the Organisation's assessed Regulations and Rules, the Organisation shall promote the use of local contractors when implementing the Action.
- 23.2 The Organisation shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a Procurement Contract or Grant financed by the EU Contribution, if the Organisation becomes aware that these entities:
- a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a Final Administrative Decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;
 - b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a Final Administrative Decision for an irregularity affecting the EU's financial interest;
 - c) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information;
 - d) have been the subject of a final judgment or of a Final Administrative Decision establishing that the entities have created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
 - e) have been created with the intention described in point d) above as established by a final judgment or a Final Administrative Decision.

Early Detection and Exclusion System

³ Nomenclature of Territorial Units for Statistics, available at <http://ec.europa.eu/eurostat/ramon>

- 23.3 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has detected a situation of exclusion pursuant to Article 23.2 or its own positively assessed Regulations and Rules, as applicable, or if it has detected a fraud and/or an irregularity pursuant to Article 2.3. This information may be used by the European Commission for the purpose of the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 23.4 Without prejudice to the power of the European Commission to exclude a person or an entity from future procurement contracts and grants financed by the EU and/or to impose financial penalties according to the EU Financial Regulation, the Organisation may impose sanctions on third parties according to its own Regulations and Rules ensuring, where applicable, the right of defence of the third party.
- 23.5 The Organisation may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the EU Contribution. Access to the information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions⁴.

⁴ The Organisation shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when the Organisation certifies to the Contracting Authority service responsible that it applies adequate data protection measures as provided in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 or its successor, as applicable

Annex III Budget for the Action

Project Outputs	Year I in EUR	Year II in EUR	Year III in EUR	TOTAL in EUR
OSCE lead_Output 1.1 Deepening the awareness and outreach at local and national levels	57.000	95.000	46.000	198.000
National consultants	10.000	9.000	9.000	28.000
Workshops and trainings	3.000	12.000	3.000	18.000
Travel	3.000	3.000	3.000	9.000
General office expenses	1.000	1.000	1.000	3.000
Audio Visual Print	2.000	2.000	2.000	6.000
Contractual services	38.000	68.000	28.000	134.000
OSCE lead_Output 1.2 Implementing small-scale measures in place to bridge safety and information	26.000	26.000	26.000	78.000
National consultants	5.000	5.000	5.000	15.000
Contractual services	19.000	19.000	19.000	57.000
Travel	1.000	1.000	1.000	3.000
General office expenses	1.000	1.000	1.000	3.000
Sub total	83.000	121.000	72.000	276.000
UNDP lead_Output 2.1 Increase public knowledge on their legal rights for participation in ULSs management	18.564	1.500	1.500	21.564
National consultants	11.364	800	800	12.964
Workshops and trainings	3.300	-	-	3.300
Travel	3.500	700	700	4.900
General office expenses	400	-	-	400
OSCE lead_Output 2.2 Create fora for dialogues between the public and decision-makers on ULSs governance	7.000	8.000	8.000	23.000
National consultants	3.000	3.000	3.000	9.000
Workshops and trainings	1.500	2.500	2.500	6.500
Travel	2.000	2.000	2.000	6.000
General office expenses	500	500	500	1.500
Sub total	25.564	9.500	9.500	44.564
UNDP lead_Output 3.1 Pilot projects designed, developed and implemented in targeted uranium legacy sites	154.586	268.479	59.935	483.000
National consultants	33.500	29.500	23.039	86.039
Workshops and trainings	7.000	3.000	-	10.000
Travel	5.600	6.650	7.350	19.600
General office expenses	1.900	1.900	1.600	5.400
Audio Visual Print	3.100	3.163	2.946	9.209
Grants/Pilot projects	103.486	224.266	25.000	352.752
UNDP lead_Output 3.2 Proposed models for socio-economic interventions to reduce ULS risks and perspectives for further replication across Tajikistan, Kyrgyzstan, and Uzbekistan	5.193	3.162	24.444	32.799
National consultants	-	-	11.500	11.500
Workshops and trainings	2.600	2.600	12.500	17.700
General office expenses	513	562	444	1.519
Printing and dissemination	2.080	-	-	2.080
Sub total	159.779	271.641	84.379	515.799
UNDP lead_Output 4.1 Regional cooperation and quality control enhanced	59.757	62.484	49.685	171.926
Staff (including UNDP personnel and consultants)	54.757	57.484	45.105	157.346
Travel	4.000	4.000	4.000	12.000
General office expenses	1.000	1.000	580	2.580
OSCE lead_Output 4.2 Regional component: cross-country coordination and knowledge exchange	47.868	54.368	47.868	150.104
National consultants	22.000	22.000	22.000	66.000
Staff	12.000	12.000	12.000	36.000
Workshops and trainings	11.868	16.368	11.868	40.104
Travel	2.000	4.000	2.000	8.000
Sub total	107.625	116.852	97.553	322.030
SUB TOTAL	375.968	518.993	263.432	1.158.393
GSM 7%	26.318	36.329	18.440	81.087
Total	402.286	555.322	281.872	1.239.480

Total EU contribution	1.000.000
Total partners' contributions	239.480

* "For the purpose of interpreting article 11.3 of the General Conditions, the budget heading is understood as Outputs"

INSC/2019/406-735



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/files_fr.htm

ACCOUNT NAME	
ACCOUNT NAME(1)	UNITED NATIONS DEVELOPMENT PROGRAMME
ADDRESS	ONE UNITED NATIONS PLAZA
TOWN/CITY	NEW YORK
COUNTRY	UNITED STATES
POSTCODE	NY 10017

CONTACT	Ms. Julie Anne Mejia, Treasurer		
TELEPHONE	+1-212-906-5690	FAX	+1-212-906-5645
E-MAIL	julie.anne.mejia@undp.org		

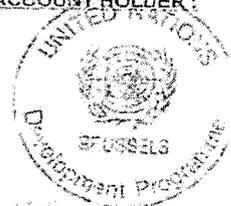
BANK			
BANK NAME	ING Belgium SA/NV		
BRANCH ADDRESS	60 COURS ST MICHEL		
TOWN/CITY	BRUSSELS	POSTCODE	1040
COUNTRY	BELGIUM		
ACCOUNT NUMBER	301-0186139-77		
IBAN(2)	BE80301018613977		

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory)(3) Antoinette D'YVE Relationship Manager Institutionals ING Belgium SA/NV avenue Marnixlaan, 24 1000 BRUSSELS Phone 02/547.21.11	
--	--

DATE + SIGNATURE ACCOUNT HOLDER :
(Obligatory)

DATE



- (1) The name or title under which the account has been opened and not the name of the authorized agent
(2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated
(3) It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.



ANNEX V

Request for payment for Contribution Agreement

Date of the request for payment <.....>

For the attention of
<Address of the Contracting Authority>
<Financial unit indicated in the Contribution Agreement>¹

Reference number of the Contribution Agreement: ...

Title of the Contribution Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of pre-financing/interim payment/balance² under the Contribution Agreement mentioned above.

The amount requested is [in accordance with Article 4 of the Special Conditions of the Contribution Agreement/the following: ...]³

Please find attached the following supporting documents:

- narrative and financial progress report (for pre-financing / interim payments)
- final narrative and financial report (for payment of the balance)⁴

The payment should be made to the following bank account: .⁵

Please when making the payment indicate the following communication: ...

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully, <signature>

¹ If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Contribution Agreement.

² Delete the options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

⁵ Indicate the account number shown on the financial identification form annexed to the Contribution Agreement. In the event of change of bank account, please complete and attach a new financial identification form as per model.

N.B.: Instalments of pre-financing, interim payments and final payments shall be made upon approval of the payment request accompanied by a progress or final report (see Articles 19 of the General Conditions of Contribution Agreement).

Annex VI

Communication and Visibility Plan

The General Conditions (specifically Article 8) and, for further guidance, the Joint visibility guidelines for EC - UN actions on the field https://ec.europa.eu/europeaid/joint-visibility-guidelines-ec-un-actions-field_en set up the contractual provisions that govern the implementation of the present annex as the Communication and Visibility Plan of the Action.

In consultation with the Contracting Authority, and with the objective of underlining the EU policies and financial support, appropriate measures will be taken for acknowledging the EU role in the implementation of the Action in line with the foresaid documents.

Objective

The overall communication objective of the **Communication and Visibility Plan** is to provide appropriate visibility to the project and accurately communicate the project's objectives and progress, to a diverse range of groups within participating countries (with due attention to geographical, gender, age, and linguistic representation of audiences), including the project's support from the European Union's Delegations.

The project's communication and visibility activities will focus on concrete results, related to the following three key development outcomes:

- Increased understanding of local and national decision-makers and community members about uranium waste risk and its impact on people, livelihoods, and environment;
- Improved implementation of the legal and regulatory framework through development of a critical mass of understanding of the legal aspects concerning the rights of local population living in the legacy sites to participate in the decision-making process in the ULS and facilitation of participatory stakeholders' discussions;
- Reduced risk of the negative impact of the uranium waste in the targeted communities, in Tajikistan, Kyrgyzstan, and Uzbekistan through social-economic development pilot projects.

Target groups

In the participating countries, the key target groups for the visibility plan are:

- a) Governments: relevant ministries and local governments in the targeted countries and localities;
- b) The beneficiary local populations;
- c) Key stakeholders: teachers, healthcare workers, children (schools), emergency specialists, academia etc.;
- d) Civil society organizations (CSOs);
- e) Diplomatic community in beneficiary countries;
- f) Media – international, national and local (where relevant).

Specific ways through which UNDP will ensure the visibility of the project:

- A practical and user-friendly communication and visibility plan will be developed at the beginning of the project implementation period;
- The communication and visibility plan will mainstream all public outreach activities within the framework of the project action, including press releases, conferences, public events, website development; photo archive and picture selection, audio-visual production and information campaigns on the Action;

- Local and regional media will be effectively used throughout the Action. UNDP and OSCE will also enhance visibility of the Action activities at national / regional level through its respective constituencies, and communication and media relations;
- UNDP will report on any milestones and achievements relating to the communication and visibility plan in the Action's progress reports;
- UNDP will publish electronically at national, regional and global levels relevant materials related to the activities to the Action;
- Based on Article 8 of the General Conditions and the Joint visibility guidelines for EC-UN Actions in the Field, all appropriate measures will be taken to publicize the fact that an action has received funding from the European Union.

The EU logo and acknowledgement will be displayed in all hard-copy promotional materials which will be translated in all the languages of all respective countries involved in the project; on the invitation and the agenda of public presentations announcing project kick-off and project end, local level experience exchange roundtables and regional best practice sharing DRR working meetings. The EU representatives from the DEVCO B5 as well as EU Delegations will be invited to all respective national events as well as to the regional meetings of project stakeholders.

Additionally, all relevant project information and results will be disseminated through the proposed media and PR communication. Furthermore, UNDP will ensure that project tasks and actions are regularly published and updated on its regional web site <http://www.eurasia.undp.org> and UNDP websites of respective UNDP Country Offices participating in the project through regular activity and media reports. Press Conferences and press releases will be organized and prepared for several actions and tasks as planned within the project.

I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Contribution Agreement <insert reference of the concrete Agreement>, (the “Agreement”), based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

1. The information submitted under Article 3 General Conditions of the Agreement for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate;
2. The expenditure was used for its intended purpose as defined in Annex I of the Agreement;
3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of this Agreement.
4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement and applying the accounting, internal control, audit systems, and procedures for grants and procurement, including a review procedure,¹ referred to in Article 1.3 of the Special Conditions and which have been positively assessed in the ex-ante pillars assessment.

Furthermore, I confirm that I am not aware of any undisclosed matter which could harm the interests of the European Union.

*[However, the following reservations should be noted:]*².

<insert place and date>

.....
(signature)

<Insert forename and surname>

¹ Adapt if grants and/or procurement procedures is/are not the one(s) assessed by the Commission

² Option to be used in case of reservations.



**EUROPEAN UNION
CONTRIBUTION AGREEMENT**

INSC/2019/406-735
(the "Agreement")

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

and

UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
UNITED NATIONS PLAZA 1
10017 NEW YORK, United States,
hereinafter the “**Organisation**”

, 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 “Stakeholder Engagement for Uranium Legacy Remediation in Central Asia. Phase II”, 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 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, as assessed in the ex-ante pillar assessment and its own rules for the award of Grants, as assessed in the ex-ante pillar assessment.
 - c) The Organisation is 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.
- 1.4 The Action is financed under the Instrument for Nuclear Safety Cooperation (INSC) under the EU Budget.
- 1.5 The Organisation 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 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 commence on the day after the last Party signs.

2.3 The Implementation Period of the Agreement is 36 months.

Article 3 - Financing the Action

3.1 The total cost of the Action is estimated at EUR 1,239,480, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 1,000,000 (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 Contracting Authority for the implementation of the activities to be implemented under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

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 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment ¹ :	EUR 324,560
Second pre-financing instalment: end of the 1 st reporting period, subject to the provision of Annex II	EUR 448,028 following the
Second pre-financing instalment: end of the 2 ^d reporting period, subject to the provision of Annex II	EUR 227,412 following the
Forecast balance:	EUR 0

These amounts are indicative and subject to modification in accordance with the provisions of Article 19 of Annex II.

4.3 The Commission intends to progressively introduce an electronic exchange system for the e-management of contracts and agreements (the "System"). The Organisation will be required to register in and use the System to allow for the e-management of Contribution Agreements. The Commission will inform the Organisation in writing at least three months prior to the date of application of the individual components of the System.

¹ This payment covers a percentage of the Contracting Authority's contribution to budgeted costs for the first year

As a first step, the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports.

As a second step, all documents related to this Agreement (including reports, payment requests and formal amendments as per Article 11.1 of Annex II) will have to be processed via the System (expected for April 2020).

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
Directorate-General for International Cooperation and Development
For the attention of Ms. Karine Genty – Head of Unit
Avenue du Bourget 1
DEVCO B6 – Finance & Contracts
Office L41 - 03/110
B-1049 Brussels BELGIUM

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission
Directorate-General for International Cooperation and Development
For the attention of Mr. Martin Andersen
Avenue du Bourget 1
DEVCO B5 – Security, Nuclear Safety
Office L41 - 02/157
B-1049 Brussels BELGIUM

For the Organisation

Mr. Gerd Trogemann, Manager of the UNDP Istanbul Regional Hub
Key Plaza, Abide-I Hurriyet Cd.
Istiklal Sk. No.11, Sisli, 34381, Istanbul, Turkey
E-mail: gerd.trogemann@undp.org

- 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 Nation Development Programme, One United Nations Plaza, DCI Building 4th Floor New York, NY 10017, 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:



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 III: Budget for the Action
- Annex IV: Financial Identification Form
- Annex V: Standard Request for Payment
- Annex VI: Communication and Visibility Plan
- Annex VII: 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 and those of the other Annexes, the provisions of Annex II shall take precedence.

Article 7 – Additional specific conditions applying to the Action

7.1 The following shall supplement Annex II:

For costs of a project office:

7.1.1 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation 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 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 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.

e n.

Done in Brussels in three originals in the English language, two for the Contracting Authority and one for the Organisation. The Organisation also signs this Agreement on behalf of all Partners.

For the Organisation

Name: Mr. Gerd Trogemann

Position: Manager of the UNDP
Istanbul Regional Hub

Signature:

Date



For the Contracting Authority

Name: Mr. Oliver Luyckx

Position: Head of Unit, Security, Nuclear
Safety, Directorate-General Development
and Cooperation, European Commission

Signature:

Date

EDDIE MAIER
ACTING HEAD OF UNIT

20/06/2019

Faint, illegible text or markings in the upper left quadrant.



A small, faint mark or character located near the bottom left edge of the page.