

EUROPEAN UNION CONTRIBUTION AGREEMENT

CONTRACT IPA 2020 /415-910
(the "Agreement")

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

and

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

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 "**EU4Schools**" 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 IPA II.
- 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: 1 April 2020¹
- 2.3 The Implementation Period of the Agreement is **18 months**.

Article 3 - Financing the Action

- 3.1 The Action is estimated at EUR ("Currency of the Agreement") **15,115,000.00**, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR **15,000,000.00** (the "EU Contribution").

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

- 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 90 %

- 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.....	EUR 8,213,277.42
Second pre-financing instalment.....	EUR 5,286,722.58
Forecast balance.....	EUR 1,500,000.00

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.

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 (expected indicatively for May 2020).

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 indicatively for the end of 2020).

- 4.4 In addition to the Contractual reporting obligations set out in Article 3 of Annex II the Organisation shall provide the Commission with a semi-annual update on the progress of activities.

¹ FAFA, art. 10.2, footnote 5.

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

Delegation of the European Union to Albania
Head of Contracts, Finance and Audit Section
ABA Business Centre
Rruga Papa Gjon Pali II, K.17; Tirana, Albania
Tel.: +355 4 227 4412
Fax: +355 4 223 0752
Cc: DELEGATION-ALBANIA-TENDERS@eeas.europa.eu

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

Delegation of the European Union to Albania
Head of Operations Section II
ABA Business Centre
Rruga Papa Gjon Pali II, K.17; Tirana, Albania
Tel.: +355 4 227 0678
Fax: +355 4 223 0752
E-mail: Andrea.VERA@eeas.europa.eu

For the Organisation

Limya Eltayeb
UNDP Resident representative
"Skenderbej" Street, Gurten Building, 2nd Floor, Tirana, Albania
Telephone: +355 (4) 2250 205, 2250 224, 2250 234
E-mail: limya.eltayeb@undp.org

Nuno Queiros
UNDP Deputy Resident representative
"Skenderbej" Street, Gurten Building, 2nd Floor, Tirana, Albania
Telephone: +355 (4) 2250 205, 2250 224, 2250 234
E-mail: nuno.queiros@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: Head of Investigations Section, Office of Audit and Investigations, United Nations Development Programme, One United Nations Plaza, 4th floor New York 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:
- Entela Lako
Pogramme Specialist
"Skenderbej" Street, Gurten Building, 2nd Floor, Tirana, Albania
Telephone: +355 692094758
E-mail: entela.lako@undp.org

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.

7.1.2 VAT/ taxes, duties and charges are not eligible.

7.1.3 The Organisation shall implement the Communication and Visibility activities in line with annex VI of the Contribution Agreement and comply with the visibility requirements set out in Article 8 of the Annex II and laid down in the “Joint Visibility Guidelines for EC-UN actions in the field”.


Done in Tirana in two originals in the English language, one for the Contracting Authority and one for the Organisation.

For the Organisation

Name Limya Eltayeb
 Position UNDP Resident Representative
 Signature 
 Date



For the Contracting Authority

Name
 Position **Mario MARIANI**
 Signature 
 Date

15 APR 2020



Contracting Authority: Delegation of the European Union to Albania

EU4Schools

Annex I

Description of the Action

Title of the action:	EU4Schools
[Number and title of lot]	N/A
Location(s) of the action:	Albania, with a focus on municipalities affected by the earthquake of 26 th of November 2019
Name of the applicant	United Nations Development Programme in Albania
Nationality of the applicant ¹	International Organisation

Dossier No	
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(for official use only)

EuropeAid ID ²	N/A
Ongoing contract/Legal Entity File Number (if available) ³	2020 / 415-910
Legal status ⁴	International Organisation
Co-applicant ⁵	N/A
Affiliated entity ⁶	N/A

Applicant's contact details for the purpose of this action	
Postal address:	UNDP in Albania, "Skenderbej" Street, Gurten Building, 2nd Floor, Tirana, Albania
Telephone number: (fixed and mobile)	+355 (4) 2250 205, 2250 224, 2250 234
Fax number:	+355 (4) 2250 286, 2250 289
Contact person for this action:	Limya Eltayeb, UNDP Resident representative
Contact person's email:	limya.eltayeb@undp.org
Address:	"Skenderbej" Street, Gurten Building, 2nd Floor, Tirana, Albania
Website of the Organisation:	https://www.al.undp.org/

Any change in the addresses, phone numbers, fax numbers or e-mail, must be notified in writing to the Contracting Authority. The Contracting Authority will not be held responsible in the event that it cannot contact an applicant.

1 An organisation's statutes must show that it was established under the national law of the country concerned and that the head office is located in an eligible country. Any organisation established in a different country cannot be considered an eligible local organisation. See the footnotes to the Guidelines for the call.

2 To be inserted if the organisation is registered in PADOR (Potential Applicant Data On-Line Registration). For more information and to register, please visit <http://ec.europa.eu/europeaid/onlineservices/pador>.

3 If an applicant has already signed a contract with the European Commission and/or has been informed of the Legal Entity File number. If not, write 'N/A'.

4 E.g. non-profit, governmental body, international organisation.

5 Use one row for each co-applicant.

6 Use one row for each affiliated entity.

* This designation is without prejudice to positions on status and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

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1. Summary of the Action

Title of the action:	EU4Schools
Location(s) of the action: — <i>specify country(ies), region(s) that will benefit from the action</i>	Albania, with a focus on municipalities affected by the earthquake of 26 th of November 2019
Total duration of the action (<i>months</i>):	18 months
EU financing requested (amount)	15.000.000 EUR
EU financing requested as a percentage of total budget of the Action (indicative)	99,24%
Objectives of the action	<p>The overall objective of the action is to support national and local governments in reducing further social and economic losses, and to accelerate the recovery process through educational facility repairs and reconstruction.</p> <p>The specific objectives are:</p> <p>(i) To support repairing and reconstruction, including basic furnishing, of education facilities in municipalities affected by the earthquake according to international standards;</p> <p>(ii) To provide increased transparency, accountability and inclusiveness to the recovery process..</p>
Target group(s) ⁷	<p>The action targets the following groups:</p> <ul style="list-style-type: none"> • Local service providers of education, including: creches, pre-schools, basic schools, and secondary schools; • Children, students and their families in the areas affected by the earthquake; • Teachers and academic staff; • Local communities.
Final beneficiaries ⁸	Final action beneficiaries will include all residents of local communities targeted by the action.
Estimated results	<p>The main results are as follows:</p> <p>Result 1: Education facilities repaired⁹ and furnished</p> <p>Result 2: Education facilities reconstructed and furnished</p> <p>Result 3: Strengthened transparency, accountability and inclusiveness in this process of recovery</p>
Main activities	<p>Main activities to be implemented under this action are:</p> <p>Activity 1.1: Technical assessment for education facilities and identification of the needs for infrastructure intervention.</p> <p>Activity 1.2: Contracting of companies for the preparation of detailed technical design and supervision services for indicatively 16 schools to repair.</p> <p>Activity 1.3: Contracting construction companies and implementation of the civil works for repair.</p> <p>Activity 1.4: Testing and commissioning for repaired facilities</p> <p>Activity 1.5: Formal handover of repaired education facilities</p> <p>Activity 1.6: Preparation of technical specifications of basic furniture and equipment for repaired facilities</p> <p>Activity 1.7: Purchase and delivery of basic furniture and equipment for each repaired educational facility</p> <p>Activity 2.1: Contracting of companies for the preparation of</p>

⁷“Target groups” are the groups/entities who will directly benefit from the action at the action purpose level.

⁸“Final beneficiaries” are those who will benefit from the action in the long term at the level of the society or sector at large.

⁹ Throughout the document, the reference to repair must be read as repair and/or retrofitting.

	<p>detailed technical design and supervision services for indicatively 6 educational facilities to be reconstructed</p> <p>Activity 2.2: Contracting construction companies and implementation of the civil works for educational facilities to be reconstructed</p> <p>Activity 2.3: Testing and commissioning for reconstruction of educational facilities</p> <p>Activity 2.4: Formal handover of reconstructed education facilities</p> <p>Activity 2.5: Preparation of technical specifications for furniture and equipment for reconstructed facilities</p> <p>Activity 2.6: Purchase and delivery of basic furniture and equipment for each educational facility</p> <p>Activity 3.1: Signature of Memorandum of Understanding (MoU) with municipalities</p> <p>Activity 3.2: Community led local consultations on the interventions</p> <p>Activity 3.3: Develop an online, publicly accessible BI (Business Intelligence) dashboard to be made available to all partners and the public through web and mobile technologies, for showing Action progress.</p>
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2. Description of the Action

The overall objective of the action is to support national and local governments in reducing further social and economic losses, and to accelerate the recovery process through educational facility repairs and reconstruction. The Action will be focused on the education facilities affected by the earthquake of 26th of November 2019.

The specific objectives of the action are:

- i. To support repairing and rebuilding, including the basic furnishing and equipping of education facilities in municipalities affected by the earthquake according international standards;
- ii. To provide increased transparency, accountability and inclusiveness to the recovery process.

In response to the needs of those most affected, vulnerable and marginalized, as well as the local communities impacted by the earthquake, the focus will be to support national and local governments in reducing further social and economic losses, and to accelerate the recovery process by building on prior UNDP work with vulnerable communities ensuring that the poorest and most-at-risk population segments can benefit from educational facility repairs and reconstruction.

The Post Disaster Need Assessment (PDNA) indicated that a total of 321 public Crèches, Pre-Schools, Basic Schools and Secondary Schools were fully destroyed, partially damaged or lightly damaged in the 11 affected municipalities. 60% of destroyed and damaged schools are in rural areas. Facilities which have been lightly or partially damaged will be the subject of repairs. Facilities that have been severely damaged or fully destroyed will need to be rebuilt.

A team of engineers will individually visit each school to be repaired and prepare the technical documentation for detailed structural assessments to determine the exact rehabilitation needs. It is assumed that demolitions, where required, will be done by the municipalities. Otherwise, upon request and in coordination with local authorities, companies will be contracted for the demolition and management of construction and demolition waste according to the EU Construction and Demolition Waste Management Protocol. In both processes UNDP will develop the required technical designs for the works, which will be the basis for launching the competitive procurement process. This will be followed by obtaining construction permits from the respective municipalities before any work starts. An expedited procurement process, dividing the work in lots, will identify a group of companies that will be engaged in the works for the facilities. Before handing over the repaired and retrofitted schools to the respective authorities, a process of testing and commissioning will be undertaken.

In order to move fast and assist affected communities, the recovery interventions are twinned with medium- and longer-term strategies that will strengthen resilience, build capacity and social capital and reduce the risk and effects of future disasters. In addition to the “build back better” approach (hereinafter BBB), the intervention will apply a “build back together” approach within each locality (hereinafter defined as BBT), working together with local governments, local public institutions and communities to design and implement recovery activities rapidly with a participatory approach and a transparent and accountable system.

Data on all beneficiary communities, information on geographic areas of intervention, objects to be reconstructed or repaired, and the progress of civil works, among other data points, will be captured in an online, publicly accessible BI (Business Intelligence) dashboard. This platform will be aligned with government transparency platform as feasible.

The Action will deliver rapid assistance to help restore education services in local communities in order to ensure students loose minimum school and learning days, and to enable the gradual normalization of life of affected population in those municipalities, with education the foremost priority.

The decision on the prioritisation of the education facilities to be repaired and reconstructed must be made foremost by the national government in consultation with the Ministry of Education, Sport and

Youth (MoESY), local education authorities, municipalities and the beneficiary communities. In those cases where repairing has been the chosen option, should the cost of such repairs be close financially to rebuilding the same educational facility, adequate consideration should be given to rebuilding the school instead of just repairing it. According to the PDNA, recovery needs are prioritised and sequenced over the short, medium, and long term.

The short-term needs refer to interventions that focus on the continuation of educational services through the provision of transportation for relocating children and teachers to host schools, the provision of teaching and learning materials, the training of teachers on psycho-social support and close monitoring of enrolment and attendance of children, especially the vulnerable groups. Institutional arrangements for reconstruction will be established as well as policies and guidelines for improving school safety. For some of the less damaged facilities the works can be completed prior to start of the new academic year. For the remaining educational facilities to be repaired and for the assessment of the new ones to be reconstructed the work will be completed within the implementation period of the action.

Transparency, accountability and inclusiveness will be the guiding principles of all results foreseen to be achieved under this action. These principles will be applied in all stages of implementation, including design, procurement, contracting, construction, supervision and engagement with beneficiary communities. The engagement of and collaboration with central and local institutions is considered of key importance to ensure speed of implementation and paperwork, strengthen joint government-community oversight, and promote ownership and the sustainability of investments.

The Action will address issues of transparency and inclusiveness through the implementation of different activities, such as: organization of consultancy forums mainly with main beneficiaries, including students, teachers, student's government, local community, local and central institutions etc. A Memorandum of Understanding will be signed with the municipalities where the interventions will take place to clearly define roles and responsibilities of all parties. In order to track the progress of the Action, an online publicly accessible business intelligence platform, complementary with government platform will be created. Visibility of the action will be ensured based on a joint EU-UNDP communication and visibility strategy, aiming to promote and highlight the support of the European Union to the education sector recovery. Strong coordination will be ensured with Europe House/Delegation of the European Union to Albania, to disseminate the information and better communicate the results of the Action.

The Action will be guided by nine principles of engagement foreseen in the Statement of Intent at the occasion of the International Donor's Conference after the earthquake, on 17 February 2020 in Brussels, namely: consistency, clarity, participatory, transparency, accountability, equity, efficiency, resiliency and sustainability.

3. Relevance of the Action

3.1. Relevance to the needs and constraints of the target country and region

The 6.3 magnitude earthquake that hit Albania on 26 November 2019 has left 51 people dead and injured at least 913 others. Eleven municipalities situated in three prefectures (Tirana, Durrës and Lezha), with an approximate population of 1,185,286 persons, have suffered to varying degrees from the earthquake with 202,291 people affected directly or indirectly. According to government sources, around 17,090 affected inhabitants had to vacate their homes. For the first time in recent history, the Government of Albania announced a State of Natural Emergency in the three prefectures. According to the findings of the PDNA, the total effect of the disaster in the 11 municipalities amounts to 985.1 million EUR (121.21 billion ALL). Most of the damages are recorded in the Housing sector (78.5%), followed by the Productive sector (8.4%) and the Education (7.5%) sector.

According to the PDNA, damages were reported to 321 educational institutions (including crèches, pre-schools, basic schools, secondary schools, vocational and education training schools, high

education schools and dormitories) in the 11 affected municipalities, representing 24% of all educational establishments. About 90% of damaged institutions are in the public sector. The municipalities of Tirana and Durres have the highest share of damage, with 55% and 21%, respectively. Schools were also damaged in smaller municipalities such as Vora, where half of all education facilities were either fully or partially destroyed. Furthermore, 60% of destroyed and damaged schools are in rural areas. In addition to infrastructure, the earthquake also damaged physical assets such as furniture, labs, ICT equipment, libraries, textbooks, and other learning materials. The physical infrastructure of education facilities, especially in rural areas, do not meet current regulations on safety and accessibility.

The overall analysis of the damages caused to the education facilities can be grouped into: (i) institutions lightly damaged or partially destroyed and that need repairing; and (ii) facilities that are severely damaged or fully destroyed and need to be reconstructed. The action will therefore target both groups through rebuilding and repairing/retrofitting of education facilities in affected municipalities. The strategic approach will ensure that all interventions are inclusive, participatory and transparent, and that the educational infrastructure rehabilitation and recovery is implemented through “build back better” principles of reconstruction and full consideration of accessibility and environmental standards, whilst promoting a culture of resilience in development and maintenance of the infrastructure.

The Action will contribute to address the recommendations of the last EC report to Albania, which stated that *“in the coming year, Albania should in particular: implement the pre-university education strategy and the higher education reform, with a focus on ensuring inclusive and quality education at all levels both in urban and rural areas”*.¹⁰

3.2. Describe and define the target groups and final beneficiaries, their needs and constraints, and state how the action will address these needs

In line with the action structure, the intervention will target three primary groups:

- Local service providers of education, including: creches, pre-schools, basic schools, secondary schools;
- Children, students and families in areas affected by the earthquake;
- Teachers and academic staff.

These institutions are instrumental in restoring quality of life of the families and individuals affected by the earthquake as they meet the essential service requirements catered for at the municipal level. The intervention will assist with the physical repair and/or reconstruction of indicatively 22 affected educational facilities with a total of approximately 32.000 m², from which approximately 25.000 m² will be repaired and 7.000 m² will be reconstructed.

These facilities will also be targeted for refurbishment of their basic equipment and didactic materials. It is expected that the action will directly benefit around 7.500 students, while around 40.000 inhabitants living in municipalities where the action will intervene will be affected. Selection of institutions eligible for assistance under this component will be based on the results of an extensive assessment process, in coordination with Ministry of Reconstruction, Ministry of Education Sports and Youth (MoESY) and beneficiaries' municipalities.

Disruption in education and relocating children to a new school environment can negatively affect internal efficiency and equity in education, leading to an increase in the number of out-of-school children and a decline in the quality of education, especially for internally displaced children. For

¹⁰ Commission staff working document, Albania 2019 Report, Accompanying the document, Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions, 2019 Communication on EU Enlargement Policy, {COM (2019) 260 final}, page 87

socio-economically disadvantaged children, ethnic minorities, children with special needs, and children struggling academically in school, such changes could have greater negative effects.

After the earthquake, many teachers have had to travel numbers of kilometres to their newly reallocated education facilities. Teachers have expressed concerns regarding the difficulty in the management of different shifts and teaching workload. The burden of domestic work, especially for female teachers, has also increased.

Consultations in the field with relevant stakeholders revealed that after the earthquake, the rate of absenteeism had gone up. Students and staff with limited mobility require additional assistance to travel to the relocation site. There are also reports of parents not allowing girls to travel long distances to neighbouring schools for safety reasons.

This Action will directly support the local communities to solve these issues that arose after the earthquake. It will ensure a strategic integration and cohesion with other projects of UN organizations in the country working the area of disaster risk reduction and resilience, human security, human rights and vulnerable communities. The project will also aim at building partnerships with other organizations in the country that work towards similar goals in order to broaden the scope of beneficiaries and ensure the synergy of development results. The implementation of activities will also consider the gender aspect, with a focus on greater girl's and women's participation in education-related activities. All assessments and analysis will be gender sensitive and socially inclusive.

The design of new education facilities and improvements to existing one in the framework of the Action will take into consideration the particular accessibility requirements of all users: students, teachers and administration staff, parents, and visitors, however the main focus will be on the special needs of students with disabilities. To allow all users to make use of the services available in the education facilities buildings, the action will adopt the "universal design" approach which will ensure that the education facilities can be accessed and used: i) to the greatest possible extent, ii) in the most independent and natural manner possible, and iii) in the widest range of situations, without the need for adaptation, modification, or specialised solutions.

The decision on the prioritisation of the education facilities to be repaired and reconstructed will be made in partnership with national government institutions and municipalities by selecting among the schools that have not been targeted by other government or donors reconstruction programs. The prioritisation criteria to be deployed for the identification of schools to be repaired and reconstructed include: a) completion of technical verification process; b) feasibility of completing repair works by the start of academic year; c) students' population, catchment area served by the schools and geographical reach; d) property titles and assurance of no legal disputes; e) urban and rural coverage; f) ensuring a mix of different types of education facilities such as: creches, pre-schools, basic and secondary schools.

The cost estimates have been calculated in accordance with Decision of Council of Ministers No. 629, dates. 15.07.2015 "On the approval of the technical manuals of prices of construction works and their technical analysis" and are based on reference prices of the existing decree on "Technical Pricing Manual" Decision of Council of Ministers No. 627, dated 15.09.2015. These two government decrees guided the process of assessing damages and losses of the community buildings in the Post Disaster Needs Assessments. While the PDNA has envisaged lower costs for fully and partially damaged buildings as mostly the educational facilities were built before 1990, the Action cost estimates will ensure the fulfilment of national standards for all educational facilities. The open competitive process to be organized for all design and civil works will surely reduce the envisaged costs and allow for increasing the built or repaired surface area.

Initial consultative meetings to discuss on the prioritisation of the facilities where this Action will focus, were organized with representatives of Ministry of Reconstruction, Ministry of Education Sports and Youth, Ministry of Infrastructure and Energy and some of the municipalities affected by the earthquake.

3.3. Added-value elements

The Action will benefit from UNDP's field experience and expertise in the country, which would help link developmental activities with technical assistance as well as methods of integrating gender, poverty reduction and capacity development throughout activities.

Community engagement in the planning and implementation of recovery and resilience activities will also be ensured through employing mechanisms commonly utilised in the development of long-term municipal strategies. The thorough on-process, as well as post-assistance quality assurance provided by the Action will not only safeguard the investment by the European Union but will enable timely addressing of potential post-completion issues and flaws, thus ensuring maximum effects and sustainable recovery outcomes. Particularly the post-assistance quality assurance approach embraced by the Action is unprecedented in common recovery interventions and is meant to provide post-completion monitoring, as a mechanism to guarantee quality and sustainability of investments and reassure beneficiaries that any defects that may arise will be immediately addressed.

In the realization of the project goals UNDP follows successfully proven methodological principles, which distinguishes the work of UNDP in inclusion initiatives developed through and applied in previous experiences built around the concept of area-based (territorial approach) and human development grounded on some key principles.

The Action takes stock of the fact that recovery needs for the education sector were estimated for four components: i) the reconstruction of infrastructure and physical assets; ii) the resumption of service delivery; iii) capacity development and governance; and iv) risk reduction and resilience in education. Recovery needs are prioritised and sequenced over the short, medium, and long term. Institutional arrangements for reconstruction will be established as well as policies and guidelines for improving school safety.

The following guiding principles will be followed during the implementation:

- Use the recovery strategy as an opportunity for improving access to enhanced quality education through improved design of learning spaces, teacher development, and strengthening the capacity of education authorities at all levels in the planning and implementation of the education system's recovery;
- Conduct a facility-by-facility survey to update the estimates of rehabilitation needs (buildings, furniture and equipment, learning materials, etc.);
- Give priority to the repair of partially damaged institutions because they can be made operational at a lower cost and in less time. In this regard, close coordination with municipalities and communities affected will be ensured. The Action will coordinate and be aligned with other actions undertaken by government implementation agencies such as the Albanian Development Fund or other development partners.

4. Expected results and activities

Result 1: Education facilities repaired¹¹ and furnished

Facilities which have been lightly or partially damaged will be the subject of repairs. Throughout the Action document the term repair also includes retrofitting as deemed necessary. For this, UNDP will engage engineers to visit each education facility and determine the exact rehabilitation needs. This assessment will guide the development of the required technical design for the retrofitting and repair work. The assessment will be followed by obtaining construction permits from the respective municipalities before any construction works starts.

¹¹ All repair works in this proposal include retrofitting as necessary.

An expedited procurement process, dividing the work in lots, grouping schools of on the basis of proximity of construction sites will identify a group of companies that will be engaged in the repairing works that t will be implemented in full compliance with national legislation and Eurocode 8, and using the BBB principles. Before handing over the repaired education facilities to the respective authorities, a process of testing and commissioning will be undertaken. More specifically the activities to be implemented under this result include:

Activity 1.1: Technical assessment for education facilities and identification of the needs for infrastructure intervention.

All education facilities identified for repairs by the Action will undergo a quick technical survey to assess the extent of the repairs needed to make them fully operational. This process will also gather data on the exact number of students impacted as well as the current status of education services, to determine whether they are being provided in the damaged school or the students have been temporarily transferred to another educational facility. This activity will result in the preparation of Terms of Reference (ToRs) and technical specifications for the design and supervision for 16 education facilities.

Activity 1.2: Contracting of companies for the preparation of detailed technical design and supervision services for indicatively 16 schools to repair.

This Activity includes the procurement process for companies that will prepare the technical designs and provide supervision for 16 education facilities in line with the specifications foreseen in the ToRs. All the processes will be in line with international standards with a special focus on transparency and inclusiveness. As necessary the preparation of technical designs includes a detailed structural assessment (soil test and seismic assessment).

Activity 1.3: Contracting construction companies and implementation of the civil works for repair

Under this activity a competitive procurement process for the selection of service providers to implement the repairs will be selected. Eligible providers need to have the appropriate professional licences issued by the Ministry of Infrastructure and Energy to undertake repairing/retrofitting works, provide proofs of successful past experiences as well as able to demonstrate ample operating capacity. While the focus will be on quality and due standard implementation, service providers will be encouraged to deliver quickly in order to restore normal conditions in affected education facilities as soon as possible. The company contracted for the technical designs of the facilities to be repaired, will proceed with the supervision of the civil works conducted under this activity.

Activity 1.4: Testing and commissioning for repaired facilities

After the completion of works testing of all education facilities repaired and retrofitted will be performed. It will be done by a group of experts, including representatives of the municipality and other responsible institutions. All the works must be done in line with specifications and contracts provisions.

Activity 1.5: Formal handover of repaired/retrofitted education facilities

All facilities repaired/retrofitted under the auspices of the Action will be formally handed over to the relevant beneficiaries following a satisfactory assessment of the works done by a quality assurance body.

Activity 1.6: Preparation of technical specifications of furniture and equipment for repaired facilities

Based on the identified needs, a detailed assessment of required furniture and equipment for each educational facility to be repaired will be undertaken and technical specifications prepared. The process will be based on the BBB principle.

Activity 1.7: Purchase and delivery of furniture and equipment for each repaired educational facility

According to the needs identified, all furniture and equipment for repaired educational facilities will be purchased through a competitive process in a transparent manner. Representatives from related institutions will be involved and will check the standards of the equipment before delivery to the institutions. Maintenance will be ensured by authorities in charge and municipalities' responsibilities regarding maintenance will be duly outlined in the Memorandum of Understanding outlined under 3.1.

Result 2: Education facilities reconstructed and furnished

Facilities that have been severely damaged or fully destroyed will need to be rebuilt. It is assumed that demolitions, where required, will be done by the municipalities. Otherwise, upon request and in coordination with local authorities, companies will be contracted for the demolition and debris management. UNDP's demolition management expert will supervise this process. With the assumption that 5% of all fully destroyed basic and secondary schools in affected municipalities will be relocated to safer locations, governmental provisions for adequate land allocation must be made. Consultations with the MoESY and Municipalities will be conducted to identify the exact location of all new education facilities that will be reconstructed (if not the same as currently) as well as whether pre-school services will be integrated within the education facilities. Concurrently, UNDP will proceed with the development of the required technical designs for the new education facilities. This will be followed by obtaining the relevant construction permits, including the assurance regarding land ownership, from the respective municipalities before any construction works start.

An expedited procurement process, dividing the works in lots according to municipalities, will contract a group of companies that will be engaged in the construction of the new schools. The construction works will be implemented in full compliance with the national legislation and Eurocode 8, and using the BBB principles, including disaster-resilient technology, quality improvements, energy efficient systems, and accessibility features for those with disabilities. Before handing over the reconstructed schools to the respective authorities, a process of testing and commissioning will be undertaken. The development of standard school building designs to suit the number and age of students is desirable, facilitating their use for building more schools in the second phase of the action. More specifically, the activities to be implemented under this result are as follows:

Activity 2.1: Contracting of companies for the preparation of detailed technical design and supervision services for indicatively 6 educational facilities to be reconstructed

This activity includes procurement of services for the preparation of the technical designs and provision of supervision for the reconstruction of 6 education facilities in line with specifications foreseen in the ToRs. All the processes will be in line with international standards, focusing on transparency and inclusiveness.

Activity 2.2: Contracting construction companies and implementation of the civil works for indicatively 6 educational facilities to be reconstructed

Under this activity a tender for the selection of service providers to reconstruct education facilities will be undertaken. Eligible providers need to have the appropriate licences issued by the Ministry of Infrastructure and Energy, provide proof of successful past experiences as well as be able to demonstrate ample operating capacity. While the focus will be on quality, service providers will be encouraged to deliver quickly in order to restore normal conditions in affected education facilities as soon as possible.

Activity 2.3: Testing and commissioning for reconstructed education facilities

After the completion of the works, testing of all education facilities reconstructed will be performed. It will be done by a group of experts, including representatives of the municipalities and other responsible institutions. All the works must be done in line with international standards and the specifications contained in the signed contracts.

Activity 2.4: Formal handover of reconstructed education facilities

All facilities rebuilt under the auspices of this Action will be formally handed over to the relevant beneficiaries following a satisfactory assessment of the works done by a quality assurance body.

Activity 2.5: Preparation of technical specifications for furniture and equipment for reconstructed facilities

Based on the identified needs, a detailed assessment of required furniture and equipment for each reconstructed educational facility will be undertaken and technical specifications prepared. The process will be based on the BBB principle.

Activity 2.4: Purchase and delivery of furniture and equipment for each reconstructed educational facility

According to the needs identified, all furniture and equipment for reconstructed educational facilities will be purchased through a competitive process in a transparent manner. Representatives from related institutions will be involved and will check the standards of the equipment before delivery to the institutions. Maintenance will be ensured by authorities in charge and this will be outlined in the Memorandum of Understanding under 3.1.

Result 3: Transparency, accountability and inclusiveness in recovering processes strengthened

Transparency, accountability and inclusiveness will be the guiding principles under which the above results will be achieved. In this regard, the following activities will be implemented:

Activity 3.1: Signature of Memorandum of Understanding (MoU) with municipalities

The MoU will foresee joint obligations, responsibilities and roles of all actors, to be followed during the repairing and rebuilding processes. It will include also preconditions to be fulfilled by municipalities before the start of the works, such as delivering on time the permits and other documents relating to land ownership, demolishing of the place where the new facilities will be rebuilt when possible, among others, as well as the role of municipality and local institutions after handover especially adequate maintenance of the facilities to ensure sustainability.

Activity 3.2: Community led local consultations on the interventions

A bottom up consultation process with targeted groups such as: teachers, students, government of students, parents, local institutions, etc. will be organized, during repair/retrofitting and rebuilding processes. Building back together will be the main approach within each locality, working together with local governments, local public institutions and communities to design and implement recovery activities rapidly with a participatory approach and a transparent and accountable system. Involvement of main stakeholders is crucial to identify and address the needs for adequate education facilities in line with the international standards.

Activity 3.3: Develop an online, publicly accessible BI (Business Intelligence) dashboard to be made available to all partners and the public through web and mobile technologies, for showing Action progress.

The following elements will be reported through the system: education facility name; geo-location; number of students and teachers; status of the building before the intervention; start date of the construction work; pictures of education facility renders; progress of works; completion date and project costs. This platform will increase transparency and will be an important tool during the monitoring process. It will also be linked and feed into government platform on reconstruction.

5. Methodology

5.1. Guiding principles and methodological approach

The Action will be guided by nine principles of engagement foreseen in the Statement of Intent at the occasion of the International Donor's Conference after the earthquake, on 17 February 2020 in Brussels, namely: consistency, clarity, participatory, transparency, accountability, equity, efficiency, resiliency and sustainability. To ensure consistency and clarity, coordination with all national and international interventions will be ensured as well as clear implementation arrangements will be defined clarifying the roles and responsibilities of all actors involved. On the other hand, a participatory approach will be implemented in all phases of the action and transparency will be the key principle.

Despite publishing all the documents related with procurement and other procedures, UNDP will design a monitoring and transparency information system for building and reconstruction of education facilities, with key features and basic complexity. The online dashboard is designed to serve for multi-purpose environment such as informing the stakeholders and the public and engaging them in monitoring the ongoing projects and future building and reconstruction activities. All information will be captured from a web-based and responsive information system and visualized in a modern and integrated reporting tool dashboard, using latest Business Intelligence Software.

A clear communication strategy will be integral to program design and potential negative social and environmental impact from demolition, new construction will be managed pro-actively to ensure accountability. Equity and efficiency will guide the delivering of the results.

Build back better principle

The Action will ensure that the recovery process does not recreate the vulnerability that led to the disaster in the first place and must leave the communities safer by reducing risks and building resilience.

Therefore, for the repairing and reconstruction, a BBB approach will be taken. The recovery within a BBB framework would give the impacted communities the chance to reduce risk not only from the immediate hazard but provide an opportunity to sustainably reduce the future risk. BBB offers the opportunity to rebuild stronger, safer, more disaster-resilient infrastructure and systems and with higher standards. In this context the following activities would constitute BBB in the reconstruction of education infrastructure:

- Introducing disaster risk reduction measures;
- Design and construction of multi-hazard resilient buildings to the modern standards; and
- Multi-hazard resilient retrofitting (strengthening) of damaged or undamaged existing vulnerable buildings.

It is also proposed that the recovery process be utilised as an opportunity to upgrade the services of the existing buildings and infrastructure to meet the current requirements of the learning process in these facilities.

In addition to the above, and to ensure BBB, it is crucial to adopt Eurocode 8 as the standard providing a uniform approach for the design of new buildings, and seismic retrofitting of the existing buildings.

Hazardous construction materials (e.g. asbestos, POP containing sealants) will be banned and environmentally friendly furnishings and equipment (e.g. LED lights instead of mercury containing fluorescent light bulbs) will be promoted. The BBB principle also includes the application of accessible construction principles, e.g. building ramps for wheelchairs (EU 6° incline), accessible door sills, stairs, doors, hygienic facilities, among others. Hygienic facilities should comply with EU standards, taking hygiene, child protection and gender into account. Chemistry and physics labs should be equipped according to EU safety standards and include e.g. fume hoods in chemistry cabinets/labs, secure and safe storage rooms for chemicals, etc.

The Action will adopt the most-up-to date BBB approaches while institutional and regulatory framework that promote resilient reconstruction will be established, including codification of multi hazard risk reduction aligned with the Eurocodes, improved construction quality control, assurance that settlement designs pursue concepts of liability and infrastructure resilience. In order to ensure sustainability, the reconstruction process will support broader urban development goals, including promotion of transformative urban development that is modern, green, energy efficient, low-carbon and community friendly.

The Action will attempt to ensure that all investments are "disaster-smart" and that partner institutions work on business continuity plans that would ensure better disaster resilience in the future. Building back better will also entail using energy efficient and resistant materials in line with Eurocode 8 standards. Inclusiveness will be pursued both in the planning as well as in the execution of action activities. The interventions in education infrastructure will take in consideration all appropriate energy efficiency measures. Increasing energy savings in education sector have four potential benefits: economic (by avoiding costs to the Albanian economy); financial (by reducing the costs of the supplied energy and schools electricity bill); comfort (for students and teachers as building users); environmental (by reducing the GHG emissions).

In order to move fast and assist affected communities, the recovery interventions are twinned with medium- and longer-term strategies that will strengthen resilience, build capacity and social capital and reduce the risk and effects of future disasters. The strategic approach will ensure that all interventions are inclusive, participatory and transparent, and that the educational infrastructure rehabilitation and recovery is implemented through "Build Back Better" principles of reconstruction and full consideration of accessibility and environmental standards, whilst promoting a culture of resilience in development and maintenance of the infrastructure.

Through this recovery process, the following guiding principles will be followed:

- Use the recovery strategy as an opportunity for improving access to enhanced quality education through improved design of learning spaces;
- Engage with the MoESY and affected municipalities to assess the needs of every municipality for educational institutions (type, size and capacity) based on existing population needs, number of enrolled students, and other area development or recovery plans.
- Conduct a facility-by-facility inception survey to update the estimates of rehabilitation needs (buildings, furniture and equipment, learning materials, etc.);
- Give priority to the repair of partially damaged institutions because they can be made operational at a lower cost and in less time.

Considering that new buildings provide a great opportunity to ensure accessibility without incurring significant additional costs over and above an alternative building project, in the case of 'new build' projects, accessibility will form a key part of the initial design brief, and will be part of the criteria used to select the design team and the developer. Education facilities staff, students and parents will be a valuable source of information to guide the design of the new facilities. The education facilities external environment, entrances, internal circulation, evacuation, other facilities, and classrooms will be given attention when designing for accessibility. Improving the accessibility of an education institution will result in improved health and safety for all users. This is one of the benefits of a universally - accessible approach. Accessibility will be monitored and reviewed throughout the lifetime of the action.

5.2 Steering and Management Arrangements

Considering the importance of the process and the many stakeholders involved, coordination will be crucial in order to minimize overlap and maximize complementarity. Existing coordination mechanisms, such as the State Committee for Reconstruction, Ministry of Reconstruction and related coordination mechanisms will be used to promote the action but also regularly disseminate information to key national and international stakeholders. In addition to bilateral initiatives by other

international donors, UNDP is implementing several recovery actions that will be adjusted to accommodate the Action, create synergies and enhance its effects, wherever possible.

The Action Steering Committee (ASC) will be established to oversee and coordinate the operations of this intervention. Based on the project's initial plan and budget as well as on monitoring data, the ASC oversees the project's implementation and takes all necessary strategic decisions. It will provide policy guidance and recommendation regarding the Action strategy and objectives, receive and comment semi-annual reports, approve annual plans of operation and reports. The ACS will also guide the formulation of a potential second phase of the Action. The ASC will convene at least twice a year, and upon necessity. All ASC members can request a meeting within a week, if need be.

The ASC will be composed of representatives from the European Union Delegation to Albania, as the donor, UNDP, as the implementing Agency, a Representative of the Government of Albania (Ministry for Reconstruction or the Ministry of Education Sports and Youth), UN Resident coordinator and one representative from each of beneficiary municipalities. The Action requires the cooperation of several actors at national and local level; its success depends on the good quality of their cooperation and coordination. It will be the task of the Action Steering Committee to guarantee cooperation and coordination.

In terms of management responsibility for the action, UNDP will be responsible for carrying out all activities under the Action. This entails ensuring that results and targets are reached within agreed deadlines. UNDP will also be in charge of carrying out all procurement for services, goods, equipment, and works and managing grant award procedures; as well as awarding, signing and executing the resulting procurement. UNDP will be responsible for monitoring the implementation of the Action, in line with the set targets and Action indicators. The monitoring responsibilities (including data to be collected, tools and frequency of monitoring activities) will be managed by the action team. Mid-term and final reports will be prepared by the UNDP and submitted to the EUD. An independent evaluation will be conducted upon completion of the Action.

The Action team is composed by:

- i) **Programme Manager** (full time). He/she will be responsible for the overall and day to day management of the Action, ensuring that the specific results are achieved. He/she will inform all stakeholders on activities, progress and results. He/she will be responsible for the overall quality of the project management, monitoring and evaluation, ensure quality communication and reporting with the donors and stakeholders, qualitative and timely reporting. He/she will be key focal point for coordination between the Action, UNDP, EUD and the partner authorities and other key stakeholders. As per standard UNDP requirements, the Programme Manager will monitor risks quarterly and report on the status of risks to the ACS. Progress will be recorded in the UNDP ATLAS (ERP) risk log.
- ii) **Community Coordinator** (full time). He/she will ensure field presence and support the implementation of the Action components under the direct supervision of the Programme Manager. He/she will be responsible for the coordination of community led local consultations on the interventions in each of beneficiary's municipalities.
- iii) **Monitoring and quality assurance Officer** (full time). He/she will be in charge of monitoring and developing systems about data processing related to the Action. He/she will closely work and use the database (Business Intelligence platform) provided by the action and prepare reports as requested.
- iv) **Civil Engineer** (3 persons) (full time). They will be responsible for providing oversight to all infrastructure activities, as well as monitoring and quality assurance, in close coordination with beneficiaries, supervisors and contractors. He/she reports to the Programme Manager and assists him/her in all reporting and monitoring matters. The

Civil Engineer will also provide supervision services during the defect and liability period, liaise with works contractor and report to UNDP.

- v) **Procurement Assistant** (full time). He/she will provide operational and administrative support to the implementation of the Action through facilitating quality, effective and fast procurement processes, assistance in the process of contracting and monitoring of contracts. He/she will closely coordinate with procurement country office at UNDP and will ensure that all processed are in line with approved guidelines on procurement. He/she will be engaged for a period of 15 months.
- vi) **Administrative and Finance Associate** (full time). He/she will be responsible for all activities related to finance and administrative issues. He / she will be required to support implementation of the Action activities, quality assurance, narrative and financial reporting, etc.

A cleaning person (50% of time) will be dedicated to the Action.

An Action office will be set up to perform the Eu4Schools activities. In this regard, the Action budget (headline 2) includes the cost for necessary equipment, supplies and other local office costs. This include: (i) equipment (computers, printers, camera and projector), (ii) furniture calculated for eight staff positions as well as other local office costs such as: vehicle costs, office rent, utilities, consumables, bank commissions and other services.

An Information System for Monitoring (ISM) will be designed and developed for the tracking and monitoring of end to end reconstruction projects. Project baseline and buildings status, activities and granular management for each of activity, and contract compliance and budget monitoring will be part of the management of the tool, in order to ensure systemic tracking, transparency and accountability of all contracts. The ISM System is designed to serve for multi-purpose environment, serving to monitor the ongoing projects and future building and reconstruction activities.

5.3. Visibility

The Action will ensure visibility according to the Joint Visibility Guidelines for EC-UN Actions in the field.¹² The visibility activities will be executed in close cooperation between UNDP and EU Delegation to Albania focusing on outputs and the impact of the action's results. A draft Communication and Visibility Plan for this Action, is already prepared and will be further fine-tuned in consultation with the European Union Delegation to Albania and other stakeholders. It will rely heavily on local partners and beneficiaries as communication platforms with an exclusive EU visual identity for all deliverables.

The draft Communication and Visibility Plan - annex VI of the Contribution Agreement - defines the strategic approach to communicate the EU support to Albania's post-earthquake recovery action, through "EU4Schools" Action, the results and impact, provide transparency on the fund delivery and timely information about progress on the ground. UNDP will utilize a myriad of communications channels and tools to raise awareness about the action and emphasize the support provided by the European Union.

6. Duration and indicative action plan for implementing the Action

The duration of the Action will be 18 months as per the action plan below. Narrative and financial report will be provided after 6 months, 12 months and 18 months of Action implementation.

¹² Document available here:

http://ec.europa.eu/europeaid/work/procedures/financing/international_organisations/other_documents_related_united_nations/index_en.htm

Reporting will be provided as foreseen in Article 3 of the General Conditions and Article 4 of the Special Conditions.

Activity	Year 1												Year 2						Implementing body
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	
Inception phase																			UNDP
Activity 1.1: Technical assessment for education facilities and identification of the needs for infrastructure intervention.																			UNDP, Municipalities
Activity 1.2: Contracting of companies for the preparation of detailed technical design and supervision services for indicatively 15 schools to repair.																			UNDP
Activity 1.3: Contracting construction companies and implementation of the civil works for repair.																			UNDP
Activity 1.4: Testing and commissioning for repaired facilities																			UNDP, Municipalities
Activity 1.5: Formal handover of repaired education facilities																			UNDP, Municipalities
Activity 1.6: Preparation of technical specifications of basic furniture and equipment for repaired facilities																			UNDP
Activity 1.7: Purchase and delivery of basic furniture and equipment for each repaired educational facility																			UNDP
Activity 2.1: Contracting of companies for the preparation of detailed technical design and supervision services for indicatively 6 educational facilities to be reconstructed																			UNDP
Activity 2.2: Contracting construction companies and implementation of the civil works for educational facilities to be reconstructed																			UNDP
Activity 2.3: Testing and commissioning for reconstruction of educational facilities																			UNDP, Municipalities

Activity 2.4: Formal handover of reconstructed education facilities																			UNDP, Municipalities
Activity 2.5: Preparation of technical specifications for basic furniture and equipment																			UNDP
Activity 2.6: Purchase and delivery of basic furniture and equipment for each educational facility																			UNDP
Activity 3.1: Signature of Memorandum of Understanding (MoU) with municipalities																			UNDP, Municipalities
Activity 3.2: Community led local consultations on the interventions																			UNDP, local authorities
Activity 3.3: Develop an online, publicly accessible BI (Business Intelligence) dashboard to be made available to all partners and the public through web and mobile technologies, for showing Action progress.																			UNDP

7. Sustainability of the Action

The PDNA results indicate considerable damages to education facilities across many of the 11 municipalities straining the capacities of local governments to respond. In response to the needs of those most affected, vulnerable and marginalized, as well as the local communities impacted by the earthquake, the focus will be to support national and local governments in reducing further social and economic losses, and to accelerate the recovery process by building on prior UNDP work with vulnerable communities ensuring that the poorest and most-at-risk population segments can benefit from educational facility repairs and reconstruction.

From the very start UNDP will sign a Memorandum of Understanding with each of the Municipalities to outline the long-term obligations of partner institutions in the implementation of the Action as well as their roles and responsibilities when it comes to the operation and maintenance of the newly refurbished facilities. The Municipalities will have to adhere to the new established standards in education infrastructure facilities and allocate funding for the appropriate maintenance of the new facilities.

The Action will promote that the new models of consultative processes with the interested stakeholders, students, teachers and parents' communities are adopted by the Municipalities as a new standard for public consultation and stakeholder's engagement.

It is critical to ensure that recovery efforts do not end up recreating the vulnerability that led to the disaster in the first place. These must leave the communities safer by reducing risks and building resilience. The recovery within a BBB framework would give the impacted communities the chance to reduce risk not only from the immediate hazard but provide an opportunity to sustainably reduce the future risk. BBB offers the opportunity to rebuild stronger, safer, and more disaster-resilient infrastructure and systems.

In this context the following activities would constitute BBB in the reconstruction of education infrastructure:

- Introducing disaster risk reduction measures;
- Design and construction of multi-hazard resilient buildings to the modern standards; and
- Multi-hazard resilient retrofitting (strengthening) of damaged or undamaged existing vulnerable buildings.

The Action through its agenda will also contribute to building sustainable infrastructure. In terms of environmental sustainability considerations, the action will bring improvements to energy efficiency that will be pursued through the reconstruction/ rebuilding process in the education facilities This will help manage the carbon footprint for the buildings and reduce cost for the beneficiaries.

7.1. Risks and mitigation measures

The following risks and mitigation measures were identified:

Type or risks	Probability	Lightly impact	Mitigation measures and contingency plan
Low level of coordination of central and local actors to make information available, share data and cooperate expediently during the process of Action implementation.	Likely	Moderate	UNDP will take a facilitator role in engaging different stakeholders, including governmental authorities in all the steps of planning, implementing and monitoring of COVID19 Action interventions.
Extended countermeasures at national and international level to	Possible	High	Reassessment of the work plan to take into account the

prevent the pandemic outspread limit workers mobility and risk to jeopardise project implementation.			measures that the Government will take. During the first two months of implementation, the Action team will prepare the technical specifications and launch procurement processes online (e-procurement). In the same time, the team will design and adopt virtual communication and consultation methodologies.
Lack of capacity of Municipalities to provide construction permits expediently.	Possible	Moderate	Several consultation meetings will take place with various offices of the Municipalities to receive appropriate guidance for an expedited process for obtaining the relevant construction permits,
Limited number of service providers available to deliver the services to a satisfactory level, while several reconstruction and recovery interventions are taking place in the country.	Possible	Moderate	UNDP will use all instruments to attract a considerable number of companies in the competitive processes and use diligent evaluation processes to select the best service providers.
Constitution of mandate/role within the education sector, of the existing Ministry of Education, Sports and Youth and municipalities may change after fully implementation of this action.	Unlikely	Minor	The Action team, EU and UNDP should continue the policy dialogues through various occasions with the municipalities, Ministry of Education, Sports and Youth on their roles may change after fully implementation of the action, by ensuring there happens amendment of the implementation plan as per the changed situation.
Municipalities do not have proper documentation of property titles of some rural education facilities that have been damaged by the earthquake	High	Major	The programme will plan its intervention in stages. It will start by reconstructing/refitting the kindergartens and schools where the municipality has clear ownership over the facility. The Action team will engage in dialogue with the relevant central institutions to settle all pending issues and equip Municipalities with due documentation on the education sector assets.
Non-structural mitigation of risks in schools.	Possible	Moderate	MoU to be agreed with municipalities will contain reference to the

			implementation of cost-efficient, non-structural mitigation activities (at least with furniture and content, e.g., fixing the bookshelves against the walls) to minimize non-structural risks.
Quality of reconstructed/ repaired facilities	Possible	Moderate	The Action will use the recovery efforts as an opportunity for improving access to enhanced quality education through improved design of learning spaces, teacher development, and by strengthening the capacity of education authorities at all levels in the planning and implementation of the education system's recovery.

8. Cross cutting issues

Gender mainstreaming and equal opportunities

Being fully aware that gender remains a largely neglected aspect of many infrastructure projects based on the assumption that women and men will benefit equally, this action plans to target women teachers, parents, girl students and pupils as both stakeholders and end-users. The action will build on the premise that women's participation and leadership are key to the successful implementation of all infrastructural interventions targeted in this project. All data will be segregated by gender.

More concretely, consultative processes will be part of the design, planning and implementation of the infrastructural work covered by the action. These consultations will provide opportunities to recognize the needs and wants of both women, girls and men and boys in the educational facilities. Therefore, women and girls will be consulted at all stages of the project cycle in order to identify potential gendered risks and design prevention/mitigation strategies. By conducting gender-responsive consultations throughout this project cycle, all relevant beneficiaries will gain valuable insights into elements such as women and girls' preferred locations for sanitary needs as well as easy access to the involved services.

Furthermore, the infrastructural designs of all targeted educational facilities will have a keen focus on women and girls' specific needs as users of infrastructure, being these teachers, parents, students/pupils and children at crèches.

Ensuring equal opportunities to women and men will be one of the guiding principles throughout the project cycle. One concrete way to ensure guidance by this principle is through involving women as co-workers in several planned interventions of this project. Women and young girls still represent a minority in the infrastructure workforce, particularly among staff with a technical background and in management of the infrastructural development projects. Therefore, this action will encourage women engineers, architects, designers and other technical women specialists be part of the implementing teams. Promoting women and girls throughout the recruitment process both as skilled and semi-skilled female workers and later ensure that both men and women, workers in this project, undergo training on key concepts on gender mainstreaming in infrastructural development projects are some concrete planned interventions in ensuring equal opportunities for both men and women.

Accessibility and vulnerable groups

The action promotes, and is informed by, the principle of inclusion. School design may potentially contribute to promoting inclusion through optimising all students' access to the school environment and removing unnecessary barriers to participation. Well-designed schools allow all students to participate fully and independently. This frees their teachers to focus on educational goals.

The design of new schools and improvements to existing schools in the framework of the Action will take into consideration the particular accessibility requirements of all users: students, teachers and administration staff, parents, and visitors, however the main focus will be on the special needs of students with disabilities.

To allow all users to make use of the services available in the school buildings, the action will adopt the "universal design" approach which will ensure that the school can be accessed and used: i) to the greatest possible extent, ii) in the most independent and natural manner possible, and iii) in the widest range of situations, without the need for adaptation, modification, or specialised solutions.

The Action interventions will be in line with the aim and provisions of the Convention on the Rights of Persons with Disabilities (adopted by Albania in 2012), where accessibility is both a principle and a standalone article based on which the State should take appropriate measures to ensure to persons with disabilities access, on an equal basis with others, to the physical environment, identify and eliminate obstacles and barriers to accessibility of indoor and outdoor facilities, including schools.

These interventions will contribute to the implementation of: the Law on Inclusion of and Accessibility for Persons with Disabilities (93/2014) which defines the responsibilities of all public and non-public structures in the implementation of the principles of inclusion and accessibility, to reduce, and ultimately remove, the barriers faced by persons with disabilities with a view to enabling their equal participation in society; the Law on Pre-university Education (69/2012) providing for the education of children with disabilities in mainstream school and for the provision of an accessible environment; the measures related to the Accessibility area as part of the National Action Plan on Persons with Disabilities 2016-2020. The implementation of action infrastructure projects will be guided by the accessibility standards as defined in the existing rules and regulations, namely, the "Regulation on the Use of Spaces by People with Disabilities" approved by the Decision of the Council of Ministers, No.1503, dated 19.11.2008.

The Action will make all efforts to take into consideration the unique requirements of the various groups of persons with disabilities. For example, students with mobility disabilities may have difficulties with steps, or heavy doors. They may need additional desk space if they use a wheelchair, or additional storage space for a walking frame or crutches. Students with visual difficulties will benefit from improved lighting and clear visual contrasts on doorframes and support columns. Some students with emotional, psychological or mental health difficulties will benefit from a calming environment created by appropriate use of light and colour schemes.

Considering that new buildings provide a great opportunity to ensure accessibility without incurring significant additional costs over and above an alternative building project, in the case of 'new build' projects, accessibility will form a key part of the initial design brief and will be part of the criteria used to select the design team and the developer. School staff, students and parents will be a valuable source of information to guide the design of the new facilities. The school external environment, entrances, internal circulation, evacuation, other facilities, and classrooms will be given attention when designing for accessibility.

Human rights and equal opportunities

The Action mainstreams a human rights-based approach that struggles to eradicate discrimination and bring dignity and entitlement to excluded communities by prioritizing criteria in the selection of targeted education facilities. This mind-set is also important because it sets the path for State institutions to see the problems faced by vulnerable communities in the education sector also under the loop of human rights entitlement. The Action plans to address the specific human-rights/discrimination related exclusion challenges experienced by the Roma and Egyptian community via addressing the discrimination challenges experienced when integrating them into schools.

The infrastructure planning, project development and implementation, through the community meetings and consultations, will be identifying and addressing potential negative human rights impacts early in the process and will make it throughout the project cycle to avoid or minimize the types of human rights negative impacts. Through detailed stakeholder analysis, the Action will disaggregate the affected stakeholder groups and focus especially on those who are poor, vulnerable, disadvantaged or discriminated against to help understand the potential adverse impacts on them. This analysis, and the active stakeholder engagement will provide the basis for appropriate measures to avoid, minimize or manage adverse impacts and for ongoing feedback and engagement thereafter during action implementation.

Environment and waste management

The Action team and management bodies will ensure reconstruction/ retrofit/ rebuilding project selection and design are consistent with the country's national development plan and international human rights and environmental commitments, the SDGs. Air, water and soil pollution from construction can seriously affect the natural environment. The Action will pay importance to meet environmental and greenhouse gas emissions standards. The decision-makers will base project selection and design decisions on quality preliminary studies, such as strategic impact assessment, regulatory impact assessment, and cost-benefit analysis, referring to the international environmental and human rights framework as well as domestic law.

The Action will promote investment in “sustainable, accessible, affordable and resilient quality infrastructure” and standardize environmental responsibility in infrastructure. The approach of the private companies to be involved should embrace both “doing no harm” (or risk management) and “doing good” (or enhancing the economic, environmental and social co-benefits) in infrastructure implementation.

Rubble generated due to destruction or damage caused by the earthquake should be referred to as “Construction and Demolition Waste” (C&D Waste). C&D Waste is a regulated waste stream in the EU and included in the EU List of Wastes (Chapter 17). UNDP will implement the EU Construction & Demolition Waste Management Protocol in the post-earthquake reconstruction process.

UNDP’s strategic approach to C&D Waste management and demolition management is based on four pillars:

- **Safety:** ruins and piles of C&D Waste constitute a health and safety risk for school children, students and teachers that needs to be eliminated;
- **Space:** C&D Waste on site occupies space needed for construction activities, either for the construction itself or for construction infrastructure;
- **Sorting and segregating:** while some components of C&D Waste have a certain value, either in the form of scrap metals or for re-use, other materials mixed into the piles may consist of hazardous materials (asbestos, cleaners, disinfectants) or specific waste types (electronic waste, white wares including air conditioners); and
- **Recovering and repairing reusable items,** e.g. furniture, blackboards, sports equipment, equipment from chemistry and physics laboratories, etc.

As part of the repairing and reconstruction process, the waste will be segregated on site as much as possible or will be transported to interim storage sites where materials can be recovered for valorisation or for disposal. The aim is to clear the construction sites as quickly as possible, in order to rebuild schools, and bring the students back into their schools as quickly as possible. Inert waste will be disposed of on local available dumpsites and landfills, using as much as possible to improve the sites, or to use it as cover materials. Concrete and bricks will be crushed, to be used as road repair or construction materials in the communities. Hazardous waste and special waste will be treated and disposed of separately and according to their hazard potential.

In terms of environmental sustainability considerations, improvements to energy efficiency, through better joinery and green heating systems, will be pursued through the reconstruction process. Thermal insulation facades will also be put up, where cost-effective. This will help manage the carbon footprint for the buildings and reduce cost for the beneficiaries. In order to ensure the energy efficiency, during the repairing/retrofitting and rebuilding will be carry out the detailed engineering design for social buildings, schools and education facilities to be rehabilitated or newly constructed: the proposed Energy Efficiency measures to make reference to the Energy Performance Building Law, Energy Building Code and Governmental Decree on Minimum Requirement for the introduction of Energy Efficiency measures in Buildings. The design should aim the achievement of the optimal building energy efficiency within the construction cost restrictions and local parameters.

9. Logical Framework

The logical framework is enclosed as Annex A to this document.

10. Budget for the Action

The total budget of the action is 15.115.000 EUR, with an EU contribution of 15 000 000 EUR. Detailed budget is attached as Annex III of the Contribution Agreement.

11. UNDP's relevant experience

UNDP is recognised worldwide as a leader in crisis response and recovery and long-term development. On the ground in more than 170 countries and territories, UNDP offers global perspective and local reach to empower lives and build resilient nations. UNDP work is done in collaboration with the national and local government and partners, whose capacity enhancement is supported by UNDP. UNDP uses its convening and brokering capacity to facilitate cooperation between central and local governments, civil society organizations, community groups and international partners. As per the Aid Transparency Index, UNDP remains one of the most transparent development organizations in the world, according to a new index rating similar organizations across the world.

With its focus on support to partner countries, UNDP's transparency work concentrates on relevancy for national development planning, public financial management and mutual accountability at the country level, while working toward increasing implementation of the IATI Standard. Described as a good example of applying data standards in the outcome document from the Third International Conference on Financing for Development in Addis Ababa in July 2015, IATI members are now considering ways in which the standard can contribute concretely to the 2030 Agenda for Sustainable Development. UNDP also serves as a leading example of IATI Standard implementation. The independent assessment undertaken by Publish What You Fund for its 2016 Aid Transparency Index ranked UNDP first overall in transparency for the second time in succession.

The UNDP operational system is composed of an accountability framework and an oversight policy. The accountability framework underscores the commitment of UNDP to results-based performance management, as well as to the shared values of accountability and transparency. The oversight policy of UNDP includes conducting independent internal and external audits providing assurances to the Executive Board and the Administrator that functional systems of internal controls are in place, including evaluation of the policy framework, efficient utilisation of resources, and adherence to professional and ethical standards. Government counterparts participate directly in the design, as well as in the implementation and monitoring of UNDP activities through joint project boards, regular meetings with action staff to review the results achieved and to take decisions on future actions.

UNDP must procure a significant volume of goods and services. As a public organization entrusted with donor funds and committed to supporting developing economies, UNDP works to improve access to quality assured supplies in a cost effective and reliable way. We do this by abiding the following principles: (i) Best Value for Money, (ii) Fairness, Integrity and Transparency, (iii) Effective International Competition and (iv) in the best interest of UNDP, which means that any business transactions must conform to the mandates and principles of UNDP and the United Nations.

UNDP works is clustered around mutually interlinked four programme areas: Social Inclusion, Democratic Governance and Rule of Law, Environmental and Climate Change, Economic Growth and Employment. This action, is in synergy and follow up with different initiatives implemented by UNDP, most of them funded by European Union, such as: EU Flood Protection Infrastructures, Support to Administrative Territorial Reform (STAR), Regional Programme on Local Democracy in Western Balkans (ReLOaD), Integrates Support for Decentralisation, etc.... Detailed information on these initiatives are described in Annex B.

12. Other Requirements

In order to ensure consistent monitoring of the Action, during project implementation, UNDP will present to the European Union Delegation a six-month narrative Progress Report. The Report, will not exceed 10 pages and will be introduced by a short summary (max 1 page), describing the major achievements and challenges, along with corrective or mitigating measures if needed.

ANNEXES

ANNEX A. LOGICAL FRAMEWORK¹³

	Intervention logic	Objectively verifiable indicators of achievement	Sources and means of verification	Assumptions
Overall objective:	To support national and local governments in reducing further social and economic losses, and to accelerate the recovery process through educational facility repairs and reconstruction.	Number of people in affected areas benefiting from improved education facilities	Official related reports from affected municipalities Official related reports from central institutions Official related reports from the international community. Action reports	
Specific objective(s):	SO1: To support repairing/retrofitting and rebuilding, including furnishing, of education facilities in municipalities affected by the earthquake (except Tirana municipality) according to international standards; SO2: To increase transparency, accountability and inclusiveness after recovery processes	SO1: 16 education facilities repaired SO1: 6 education facilities reconstructed SO1: Number of education facilities with adequate furniture and equipment SO1: Number of children and students (boys and girls) benefiting from improved education facilities SO1: Number of teachers (women and men) benefiting from the new education facilities SO1: Number of new services provided in new education facilities SO1: Number of education facilities with increased energy efficiency SO1: Number of education facilities with improved accessibility SO2: Number of consultative forums organised SO2: Number of people participating in consultative processes SO2: Number of recommendations from local communities addressed in final decisions SO2: Number of municipalities accepting new standards for maintenance of education facilities SO2: 1 monitoring tool in place;	Action reports and relevant technical/tender documentation Education facilities work/equipment delivery protocols signed by beneficiaries Official documentation and reports from target municipalities Equipment/goods delivery protocols signed by beneficiaries Memorandum of Understanding with municipalities	Coordination and complementarity with recovery assistance interventions delivered by governments and international community Central government is committed to collaborate in sharing information Target municipalities cooperate effectively and engage in all relevant action activities by providing relevant documentation Weather conditions are conducive of construction works

¹³ Indicators to be clearly defined within first two months

Results	<p>Result 1: Education facilities repaired and furnished</p> <p>Result 2: Education facilities reconstructed and furnished</p> <p>Result 3: Strengthened transparency, accountability and inclusiveness in this process of recovery</p>	<p>R1: 16 technical designs in place for repair</p> <p>R1: 6 technical designs prepared for rebuild</p> <p>R1: 7.000 m2 of educational facilities reconstructed</p> <p>R2: 25.000 m2 of educational facilities repaired</p> <p>R1 and 2: Number of classrooms furnished</p> <p>R 1 and 2 Number of labs equipped</p> <p>R3: Number of MoUs signed with municipalities</p> <p>R3: Number of consultative meetings organised;</p>	<p>Action reports and relevant technical documentation</p> <p>Contracts signed with service providers</p> <p>Official documentation and reports from target municipalities</p> <p>Monitoring reports provided by businesses intelligence database</p> <p>Minutes of meetings for consultative forums</p> <p>Participant lists</p> <p>Photos</p>	<p>Target municipalities are committed to provide necessary documents</p> <p>Availability of qualified construction companies</p> <p>Procurement procedures are implemented in due time</p>
Activities	<p><i>Activities relevant for Result 1:</i></p> <p>Activity 1.1: Technical assessment for education facilities and identification of the needs for infrastructure intervention.</p> <p>Activity 1.2: Contracting of companies for the preparation of detailed technical design and supervision services for indicatively 16 schools to repair.</p> <p>Activity 1.3: Contracting construction companies and implementation of the civil works for repair.</p> <p>Activity 1.4: Testing and commissioning for repaired facilities</p> <p>Activity 1.5: Formal handover of repaired education facilities</p> <p>Activity 1.6: Preparation of technical specifications of basic furniture and equipment for repaired facilities</p> <p>Activity 1.7: Purchase and delivery of basic furniture and equipment for each repaired educational facility</p> <p><i>Activities related with Result 2 :</i></p> <p>Activity 2.1: Contracting of companies for the preparation of detailed technical design and supervision services for indicatively 6</p>	<p>Main means and costs are detailed in Annex III: Budget</p>	<p>Preliminary pool of potential service providers (construction works/delivery of equipment/other services) is created.</p> <p>Strong motivation for participation and engagement on behalf of target municipalities</p> <p>Motivation and participation from teachers, students and local community with concrete ideas</p>	

educational facilities to be reconstructed
Activity 2.2: Contracting construction companies and implementation of the civil works for educational facilities to be reconstructed
Activity 2.3: Testing and commissioning for reconstruction of educational facilities
Activity 2.4: Formal handover of reconstructed education facilities
Activity 2.5: Preparation of technical specifications for basic furniture and equipment
Activity 2.6: Purchase and delivery of basic furniture and equipment for each educational facility

Activity related with Result 3:

Activity 3.1: Signature of Memorandum of Understanding (MoU) with municipalities
Activity 3.2: Community led local consultations on the interventions
Activity 3.3: Develop an online, publicly accessible BI (Business Intelligence) dashboard to be made available to all partners and the public through web and mobile technologies, for showing Action progress.

Annex B: UNDP'S RELEVANT EXPERIENCE

Name of the applicant: United Nations Development Programme (UNDP)					
Project title: Economic and Social Empowerment for Roma and Egyptians- a booster for social inclusion (ESERE)		Sector (see Section 3.2.2 of Section 3): 16-16050, 16010			
Location of the action	Cost of the action (EUR)	Role in the action: Coordinator, co-applicant, affiliated entity	Donors to the action (name)¹⁴	Amount contributed (by donor)	Dates (from dd/mm/yyyy to dd/mm/yyyy)
Albania (Tirana, Durres, Berat, Shkoder)	EUR 4,000,000	Coordinator	EU Municipality of Durres;	4,000,000 EUR (EU) 174,257 EUR (Municipality of Durres)	05/01/2016 - 30/06/2019
Objectives and results of the action		<p>Overall Objective: Contribute to the economic and social empowerment of Roma and Egyptian communities in Albania, aiming to:</p> <ul style="list-style-type: none"> - Improve and diversify employment promotion measures developed and provided to Roma and Egyptian women and men aiming at enhancing their skills and employability chances. - Implement priority infrastructure rehabilitation projects in Roma neighbourhoods and rehabilitate and improve community infrastructure for social services. - Strengthen Roma and Egyptian civil society capacity to combat discrimination and improve their successful participation in financial support schemes; - Improve access to basic equitable, inclusive and decentralised services and integration in the Albanian society. - Enhance institutional capacities at the central and local level to address social inclusion of Roma and Egyptian women, men, boys and girls. 			

Name of the applicant: United Nations Development Programme (UNDP)					
Project title: STAR-Support to Territorial Administrative Reform II		Sector (see Section 3.2.2 of Section 3): 15-15110, 15140			
Location of the action	Cost of the action (EUR)	Role in the action: Coordinator, co-applicant, affiliated entity	Donors to the action (name) ¹⁵	Amount contributed (by donor)	Dates (from dd/mm/yyyy to dd/mm/yyyy)
Nationwide Albania	EUR 7,337,450	Coordinator	USAID SIDA EU UNDP SDC Italian Development Cooperation Office Gov. of Albania	91,000 EUR (USAID) 1,556,290 EUR (SIDA) 3,660,728 EUR (EU) 1,235,405 EUR (Gov of Italy) 448,718 EUR (SDC) 254,309 EUR (GOA) 91,000 EUR (UNDP)	01/01/2016 – 31/03/2020
Objectives and results of the action		Overall Objective: Provide operational support to complete Territorial and Administrative reform in Albania, specifically to: <ul style="list-style-type: none"> - Develop technical and institutional capacity of Ministry of State for Local Issues to implement TAR - Facilitate public information and consensus building - Secure timely logistical inputs to all stages of the process - Provide transition support for TAR implementation - Ensure integrated and quality financial management and coordination 			

Name of the applicant: United Nations Development Programme (UNDP)					
Project title: STAR-Support to Territorial Administrative Reform I		Sector (see Section 3.2.2 of Section 3): 15-15110, 15140			
Location of the action	Cost of the action (EUR)	Role in the action: Coordinator, co-applicant, affiliated entity	Donors to the action (name) ¹⁶	Amount contributed (by donor)	Dates (from dd/mm/yyyy to dd/mm/yyyy)

Nationwide Albania	EUR 3,616,779	Coordinator	SIDA USAID UNDP SDC Italian Development Cooperation Office Government of Albania UNDP	364,000 EUR (USAID) 1,270,211 EUR (SIDA) 906,600 EUR (Gov of ITA) 912,492 EUR (SDC) 72,475 EUR (GOA) 91,000 EUR (UNDP)	08/11/2013 to 30/06/2016
Objectives and results of the action		Overall Objective: Provide operational support to complete Territorial and Administrative reform in Albania, specifically to: <ul style="list-style-type: none"> - Elaborate and adopt a new local administrative division - Prepare the ground and packing the necessary information and assistance for the new local decision-makers and LGUs' heads/mayors to rapidly adapt and act on setting up the new LGUs' with efficiency and minimal disruption. 			

Name of the applicant: United Nations Development Programme (UNDP)					
Project title: EU Flood Protection Infrastructures		Sector (see Section 3.2.2 of Section 3): 15-15110, 15140			
Location of the action	Cost of the action (EUR)	Role in the action: Coordinator, co-applicant, affiliated entity	Donors to the action (name)¹⁷	Amount contributed (by donor)	Dates (from dd/mm/yyyy to dd/mm/yyyy)
Vlora, Fier, Korca, Gjirokaster, Albania	6,300,000 Euro	Coordinator	EU	6,100,000 Euro	01/09/2015 – 31/12/2017
Objectives and results of the action		Overall Objective: Strengthen resilience and disaster risk preparedness and prevention in southeast Albania in line with the post-disaster needs assessment report prepared by Gov. of Albania with support from the EU, the WB and the UN following the February 2015 floods in Albania. The project interventions consist of infrastructure rehabilitation projects such as reconstruction of embankments, dams and river protection; repairing and/or upgrading of damaged irrigation and drainage canals; etc.			

Name of the applicant: United Nations Development Programme (UNDP)					
Project title: Leave No One Behind		Sector (see Section 3.2.2 of Section 3): 15-15110, 15140			
Location of the action	Cost of the action (EUR)	Role in the action: Coordinator, co-applicant, affiliated entity	Donors to the action (name) ¹⁸	Amount contributed (by donor)	Dates (from dd/mm/yyyy to dd/mm/yyyy)
Fier, Kruja, Lezha, Lushnja and Pogradec	5,100,000 Euro	Coordinator	Gov of Switzerland through UN- SDGs Acceleration Fund	5,100,000 Euro	02/06/2017 – 31/12/2021
Objectives and results of the action		Overall Objective: Support implementation of Albania's new policy framework in the area of social inclusion aiming to i) strengthen the vulnerable population to request and receive adequate social services from local authorities that support their social inclusion, ii) help municipalities to effectively manage the provision of social services and promote social inclusion, and iii) support national institutions to implement their policy framework for providing social services and adequately fund social services. Municipalities are supported to build/rehabilitate and equal new community centres for providing services to children with disabilities and other vulnerable groups.			

Name of the applicant: United Nations Development Programme (UNDP)					
Project title: Regional Programme on Local Democracy in the Western Balkans		Sector (see Section 3.2.2 of Section 3): 16-16050, 16010			
Location of the action	Cost of the action (EUR)	Role in the action: Coordinator, co-applicant, affiliated entity	Donors to the action (name) ¹⁹	Amount contributed (by donor)	Dates (from dd/mm/yyyy to dd/mm/yyyy)
Albania, Bosnia and Herzegovina, Kosovo*, the former Yugoslav Republic of Macedonia, Montenegro, Serbia	EUR 8,500,000	Coordinator	EU - Multi-Country Civil Society Facility (CSF); National Bosnia and Herzegovina CSF; National Albania CSF	EU: 5 mil EUR - Multi-Country Civil Society Facility (CSF); 3 mil EUR - national Bosnia and Herzegovina CSF; 0.5 mil EUR - national Albania CSF	01/02/2017 – 31/08/2020
Objectives and results of the action		Overall Objective: Strengthen participatory democracies and the EU integration process in the Western Balkans (WB) by empowering civil society to actively take part in decision making and by stimulating an enabling legal and financial environment for civil society.			

Name of the applicant: United Nations Development Programme (UNDP)

Project title: Integrated Support for Decentralization		Sector (see Section 3.2.2 of Section 3): 16-16050, 16010			
Location of the action	Cost of the action (EUR)	Role in the action: Coordinator, co- applicant, affiliated entity	Donors to the action (name)²⁰	Amount contributed (by donor)	Dates (from dd/mm/yyy y to dd/mm/yyy y)
Tirana, Elbasan, Berat, Kukes, Diber	EUR 5,200,000	Coordinator	EU UNDP	EUR 4,700,000 (EU) EUR 500,000 (UNDP)	09/10/2008 – 31/12/2012
Objectives and results of the action		<p>Overall Objective: Institutional and administrative capacities for regional development are built in compliance with national priorities and the EU regional development and cohesion policies and instruments:</p> <ul style="list-style-type: none"> - The necessary institutional, legal and administrative framework conducive to the implementation of national and EU regional development policy is established; - Capacity in policymaking, development planning, implementation and monitoring the regional development established at existing institutions at central level and in selected regions; - Public infrastructure related to transport and/or environment improved/built in selected qarks in accordance with respective sector strategies/plans 			

ANNEX II - General Conditions for Contribution Agreements

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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.

Implementation period:	Budget for the Action1				Year 1				Year 2			
	All Years											
Costs	Unit	# of units	Unit value (in EUR)	Total Cost (in EUR)	Unit	# of units	Unit value (in EUR)	Total Cost (in EUR)	Unit	# of units	Unit value (in EUR)	Total Cost (in EUR)
1. Human Resources												
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)												
1.1.1 Programme Manager	Per month	18	2,800.00	50,400.00	Per month	12	2,800.00	33,600.00	Per month	6	2,800.00	16,800.00
1.1.2 Community Coordinator	Per month	18	2,300.00	41,400.00	Per month	12	2,300.00	27,600.00	Per month	6	2,300.00	13,800.00
1.1.3 Monitoring and quality assurance Officer	Per month	18	2,250.00	40,500.00	Per month	12	2,250.00	27,000.00	Per month	6	2,250.00	13,500.00
1.1.4 Civil Engineer (3)	Per month	54	2,650.00	143,100.00	Per month	36	2,650.00	95,400.00	Per month	18	2,650.00	47,700.00
1.1.5 Administrative and Finance Assistant	Per month	18	1,800.00	32,400.00	Per month	12	1,800.00	21,600.00	Per month	6	1,800.00	10,800.00
1.1.6 Procurement Assistant	Per month	15	1,800.00	27,000.00	Per month	12	1,800.00	21,600.00	Per month	3	1,800.00	5,400.00
1.1.7 Cleaning person (50% of time)	Per month	9	900.00	8,100.00	Per month	6	900.00	5,400.00	Per month	3	900.00	2,700.00
1.2 Consultants/ Experts												
1.2.1 IT solutions consultant	Per day	40	250.00	10,000.00	Per day	30	250.00	7,500.00	Per day	10	250.00	2,500.00
1.2.2 Technical Expert (s)	Per day	90	250.00	22,500.00	Per day	55	250.00	13,750.00	Per day	35	250.00	8,750.00
1.2.3 Communication and Visibility Consultant	Per month	15	1,800.00	27,000.00	Per month	9	1,800.00	16,200.00	Per month	6	1,800.00	10,800.00
1.3 Per diems for missions/travel												
1.3.1 Local (staff assigned to the Action)	Per diem	250	50.00	12,500.00	Per diem	150	50.00	7,500.00	Per diem	100	50.00	5,000.00
1.3.2 International (support for procurement processes)	Per diem	70	200.00	14,000.00	Per diem	50	200.00	10,000.00	Per diem	20	200.00	4,000.00
1.4 Travel												
1.4.1 International flight tickets (support for Procurement Ev. Commission)	Per flight	8	600.00	4,800.00	Per flight	6	600.00	3,600.00	Per flight	2	600.00	1,200.00
Subtotal Human Resources				433,700.00				290,750.00				142,950.00
2. Equipment, supplies and local office												
2.1 Furnitures												
2.1.1 Tables	Per piece	10	260.00	2,600.00	Per piece	10	260.00	2,600.00	Per piece	0	260.00	-
2.1.2 Drawers / Cabinets	Per piece	8	200.00	1,600.00	Per piece	8	200.00	1,600.00	Per piece	0	200.00	-
2.1.3 Chairs	Per piece	15	100.00	1,500.00	Per piece	15	100.00	1,500.00	Per piece	0	100.00	-
2.1.4 Closets	Per piece	8	400.00	3,200.00	Per piece	8	400.00	3,200.00	Per piece	0	400.00	-
2.2 Equipment												
2.2.1 Computers	Per piece	8	1,500.00	12,000.00	Per piece	8	1,500.00	12,000.00	Per piece	0	1,500.00	-
2.2.2 Printers/photocopiers/scanner	Per piece	3	1,500.00	4,500.00	Per piece	3	1,500.00	4,500.00	Per piece	0	1,500.00	-
2.2.3 Cameras	Per piece	1	800.00	800.00	Per piece	1	800.00	800.00	Per piece	0	800.00	-
2.2.4 Projectors	Per piece	1	500.00	500.00	Per piece	1	500.00	500.00	Per piece	0	500.00	-
2.3 Local office												
2.3.1 Vehicles costs (two vehicles rented + driver+fuel)	Per month	36	2,250.00	81,000.00	Per month	24	2,250.00	54,000.00	Per month	12	2,250.00	27,000.00
2.3.2 Office rent	Per month	18	2,500.00	45,000.00	Per month	12	2,500.00	30,000.00	Per month	6	2,500.00	15,000.00
2.3.3 Utilities (tel. mobile, security, internet)	Per month	18	900.00	16,200.00	Per month	12	900.00	10,800.00	Per month	6	900.00	5,400.00
2.3.4 Consumables - office supplies	Per month	18	300.00	5,400.00	Per month	12	300.00	3,600.00	Per month	6	300.00	1,800.00
2.3.5 Other services	Per month	18	400.00	7,200.00	Per month	12	400.00	4,800.00	Per month	6	400.00	2,400.00
2.3.6 Bank Commissions	Per month	18	100.00	1,800.00	Per month	12	100.00	1,200.00	Per month	6	100.00	600.00
Subtotal Equipment, supplies and local office				183,300.00				131,100.00				52,200.00
3. Other costs, services												
3.1 Evaluation costs	lump sum	1	25,000.00	25,000.00	lump sum	0	25,000.00	-	lump sum	1	25,000.00	25,000.00
3.2 Translation (written translation)	Per page	500	20.00	10,000.00	Per page	350	20.00	7,000.00	Per page	150	20.00	3,000.00
3.3 Interpreters (oral translation)	Per hour	200	40.00	8,000.00	Per hour	150	40.00	6,000.00	Per hour	50	40.00	2,000.00
3.4 Meeting with partners	Per meeting	50	250.00	12,500.00	Per meeting	35	250.00	8,750.00	Per meeting	15	250.00	3,750.00
3.8 Technical Design & supervision Contracts												
3.8.1 Technical Designs and supervision cost (Repair)	Per education facility	18	30,180.00	482,880.00	Per education facility	18	30,180.00	482,880.00	Per education facility	0	30,180.00	-
3.8.2 Technical Designs and supervision cost (Reconstruction)	Per education facility	6	34,935.00	209,610.00	Per education facility	6	34,935.00	209,610.00	Per education facility	0	34,935.00	-
3.7 Civil works Contracts												
3.7.1 Civil works for repair of education facilities	Per education facility	18	503,000.00	8,048,000.00	Per education facility	11	503,000.00	5,533,000.00	Per education facility	5	503,000.00	2,515,000.00
3.7.2 Civil works for reconstruction of education facilities	Per education facility	6	582,250.00	3,493,500.00	Per education facility	3	582,250.00	1,746,750.00	Per education facility	3	582,250.00	1,746,750.00
3.8 Testing and Commissioning												
3.8.1 Testing and Commissioning for repaired education facilities	Per education facility	18	402.40	6,438.40	Per education facility	11	402.40	4,426.40	Per education facility	5	402.40	2,012.00
3.8.2 Testing and Commissioning for education facilities (Reconstruction)	Per education facility	6	465.80	2,794.80	Per education facility	3	465.80	1,397.40	Per education facility	3	465.80	1,397.40
3.9 Furniture for education facilities												
3.9.1 Furniture for education facilities (repaired and reconstructed)	Lump Sum	1	1,066,218.39	1,066,218.39	Lump sum	1	618,600.00	618,600.00	Lump sum	1	447,418.39	447,418.39
Subtotal Other costs, services				13,384,941.59				6,618,613.90				4,746,327.79
4. Visibility Actions												
4.1 Photographer	Per day	40	200.00	8,000.00	Per day	30	200.00	6,000.00	Per day	10	200.00	2,000.00
4.2 Design of public information materials, posters, flyers, brochures, social media banners, etc.	Per day	40	200.00	8,000.00	Per day	30	200.00	6,000.00	Per day	10	200.00	2,000.00
4.3 Editing of visibility documents and promotional material expert	Per day	10	150.00	1,500.00	Per day	7	150.00	1,050.00	Per day	3	150.00	450.00
4.4 Boosting Communications products on social media	Per piece	20	250.00	5,000.00	Per piece	12	250.00	3,000.00	Per piece	8	250.00	2,000.00

Implementation period:	All Years				Year 1				Year 2			
	Costs	Unit	# of units	Unit value (in EUR)	Total Cost (in EUR)	Unit	# of units	Unit value (in EUR)	Total Cost (in EUR)	Unit	# of units	Unit value (in EUR)
4.5 Production of Short videos	Per video	11	3,500.00	38,500.00	Per video	6	3,500.00	21,000.00	Per video	5	3,500.00	17,500.00
4.6 Organization of Events/ Launch / Inauguration (around, Unifra, etc)	Per event	5	3,500.00	17,500.00	Per event	4	3,500.00	14,000.00	Per event	4	3,500.00	14,000.00
4.7 Essay and Drawing competition among school students and exhibitions	Per bootcamp	3	5,000.00	15,000.00	Per bootcamp	3	5,000.00	15,000.00	Per bootcamp	0	5,000.00	-
4.8 Production of visibility and promotional items (roll up banners, T-shirts, pencils, caps, etc)												
4.8.1 Roll up banners	Per piece	3	150.00	450.00	Per piece	3	150.00	450.00	Per piece	0	150.00	-
4.8.2 Event Banners	Per piece	6	300.00	1,800.00	Per piece	5	300.00	1,500.00	Per piece	4	300.00	1,200.00
4.8.3 Bunches of flyers	Per piece	2000	5.00	10,000.00	Per piece	1000	5.00	5,000.00	Per piece	1000	5.00	5,000.00
4.8.4 Pens (with logos)	Per piece	2000	1.00	2,000.00	Per piece	1000	1.00	1,000.00	Per piece	1000	1.00	1,000.00
4.8.5 T-shirts with logos	Per piece	2000	5.00	10,000.00	Per piece	1000	5.00	5,000.00	Per piece	1000	5.00	5,000.00
4.8.6 Caps	Per piece	2000	2.00	4,000.00	Per piece	1000	2.00	2,000.00	Per piece	1000	2.00	2,000.00
4.8.7 Posters	Per piece	300	2.00	600.00	Per piece	200	2.00	400.00	Per piece	100	2.00	200.00
4.9 Press trip to project sites	Per press trip	4	2,000.00	8,000.00	Per press trip	2	2,000.00	4,000.00	Per press trip	2	2,000.00	4,000.00
4.10 International press trip to project sites	Per press trip	1	10,000.00	10,000.00	Per press trip	0	10,000.00	-	Per press trip	1	10,000.00	10,000.00
Subtotal Visibility Actions				151,750.00				85,400.00				86,250.00
5. Subtotal direct eligible costs of the Action (1-4)				14,132,091.58				6,125,863.00				4,941,477.79
6. Indirect costs (maximum 7% of 7. subtotal of direct eligible costs of the Action)				981,308.41				636,910.47				340,653.45
7. Total eligible costs of the Action, excluding reserve (5+6)				15,113,400.00				6,762,773.47				5,282,131.24
8. Provision for contingency reserve (maximum 5% of 7. subtotal of direct eligible costs of the Action)				-				-				-
9. Total eligible costs (7+8)				15,113,400.00				6,762,773.47				5,282,131.24
10. - Taxes - Contributions in kind												
11. Total accepted costs of the Action (9+10)				15,113,400.00				6,762,773.47				5,282,131.24

2. Justification of the Budget for the Action		All Years
Costs	Classification of the budget items Provide a narrative description of each budget item demonstrating the necessity of the costs and how they relate to the action (e.g. through references to the activities and/or results in the Description of the Action).	Justification of the estimated costs Provide a justification of the calculation of the estimated costs. Note that the estimation should be based on real costs or on simplified cost options if allowed, as described in section 2.1.6 of the Guidelines for Grants Applicants
1. Human Resources		
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)		
1.1.1 Programme Manager (100%)	He/she will be responsible for the overall and day to day management of the Action, ensuring that the specific results are achieved. He/she will inform all stakeholders on activities, progress and results. He/she will be responsible for the overall quality of the project management, monitoring and evaluation, ensure quality communication and reporting with the donors and stakeholders, qualitative and timely reporting. He/she will be key focal point for coordination between the Action, UNDP, EUD and the partner authorities and other key stakeholders. As per standard UNDP requirements, the Programme Manager will monitor risks quarterly and report on the status of risks to the ACS. Progress will be recorded in the UNDP ATLAS (ERP) risk log.	UN gross salary scale BB4/3 . Calculations are in accordance with UN salary scale for a duration of 18 months (full time).
1.1.2 Community Coordinator (100%)	He/she will ensure field presence and support the implementation of the action components under the direct supervision of the Programme Manager. He/she will be responsible for the coordination of community led local consultations on the interventions in each of beneficiary's municipalities.	UN gross salary scale BB4/3 . Calculations are in accordance with UN salary scale for a duration of 18 months (full time).
1.1.3 Monitoring and quality assurance Officer (100%)	He/she will be in charge of developing systems about data processing related to the Action. He / she will be responsible for the quality assurance policies follow up, conducting tests and inspections, identifying process, or product issues, detection of problem areas, and presenting solutions / alternatives to the Programme manager. He/she will closely work and use the database provided by the action and prepare reports as requested.	UN gross salary scale BB4/3 . Calculations are in accordance with UN salary scale for a duration of 18 months.
1.1.4 Civil Engineer (3 persons) (100% each)	Three persons to be engaged. They will be responsible for providing oversight to all infrastructure activities, as well as monitoring and quality assurance, in close coordination with beneficiaries, supervisors and contractors. He/She reports to the Project Manager and assists him/her in all reporting and monitoring matters. The Civil Engineer will also provide supervision services during the defect and liability period, liaise with works contractor and report to UNDP.	UN gross salary scale would vary between BB4/3 - BB4/5 . Calculations are in accordance with UN salary scale for a duration of 18 months (full time) for each engaged person, total of 54 months.
1.1.5 Administrative and Finance Assistant (100%)	He/she will provide financial, operational and administrative support to the implementation of the Action. He/ she will prepare and follow up processing of payments. He / she will be in charge of income and expense monitoring and financial reporting. He / she will be required to support implementation of the project activities, narrative and financial reporting, etc. He/she will provide operational and administrative support to the implementation of the Action through facilitating administrative issues, travel, etc.	UN gross salary scale BB3/4 . Calculations are in accordance with UN salary scale for a duration of 18 months (full time).
1.1.6 Procurement Assistant (100%)	He/she will be responsible for all activities related with procurement processed. He/she will closely coordinate with procurement country office at UNDP and will ensure that all processed are in line with approved guidelines on procurement. He/she will provide effective and fast procurement processes, assistance in the process of contracting and monitoring of contracts.	UN gross salary scale BB3/4 . Calculations are in accordance with UN salary scale for a duration of 15 months (full time).
1.1.7 Cleaning person (50%)	He/she will be in charge of office cleaning and maintenance.	UN gross salary scale BB2/1 . Calculations are in accordance with UN salary scale for a duration of 18 months, 50% of the time.
1.2.1 IT solutions consultant	Cost of expert that will be engaged during the Action. He/She will advise the implementing authority on IT problems solutions and new potentials the Action may use.	Amount covers costs Expert fee, transportation, communication, accommodation, as per UNDP standards.
1.2.2 Technical Expert(s)	Cost of expert that will be engaged during the Action, to support the team on technical issues. He / she will advise the implementing Authority on environmental issues and energy-saving practices, seismic concerns, dust/dirt, data collection, quality assurance, etc.	Amount covers costs Expert fee, transportation, communication, accommodation, as per UNDP standards.
1.2.3 Communications and Viability consultant	Cost of expert that will be engaged during the Action, to support the team on communication and viability issues. He/she will coordinate all action's activities related with communication and viability plan. He/she will work in coordination with UNDP Country Office Communications Team.	Amount covers costs Expert fee, transportation, communication, accommodation, as per UNDP standards for 15 months.
1.3.1 Local (staff assigned to the Action)	It is estimated that 200 per diems would cover field visits needs for project staff and stakeholders. Local per diems are foreseen for project staff that will need to travel from duty station to different municipalities to follow activities and/or civil works proceedings. As per UNDP policies different unit rates are projected for different municipalities. For the traveling staff, the project foresees mostly to apply as per UNDP travel policies 40% of DSA and rarely full DSA. Also, this amount may include costs related to project staff training/treat.	The amount is calculated based on current official UN Daily Subsistence Allowance (per diem) rates.
1.3.2 International (support for procurement processes)	It is estimated that 70 per diems would cover visits needs from members of evaluation commission that will support the procurement process. International per diems are applied for members of the evaluation commission that will support EUASchools team to complete procurement processes. DSA is calculated for project costs in Tirana, Albania as per UNDP policies. It includes per diem and terminal expenses that may be applied for each travel that will be organized for the evaluation process of procurement.	The amount is calculated based on current official UN Daily Subsistence Allowance (per diem) rates.
1.4.1 International flight tickets (support for Procurement Ev. Commission)	It is estimated that 8 tickets would cover visits needs for persons that will be engaged as Evaluation Commission member in the procurement process.	Estimated amounts planned for airplane tickets for international travel.
2. Equipment, supplies and local office		
2.1 Furniture		
2.1.1 Tables	The cost of furniture for the project office, required for proper implementation and efficiency of the project. Furniture will be used from the staff engaged in the project.	The amount to cover purchase of 10 Tables
2.1.2 Drawers / Cabinets		The amount to cover purchase of 8 Drawers/ Cabinets
2.1.3 Chairs		The amount to cover purchase of 16 chairs
2.1.4 Closets		The amount to cover purchase of 8 Closets
2.2 Equipment		
2.2.1 Computers	The cost of IT equipment for the project office, required for proper implementation and efficiency of the project. Equipments will be used from the staff engaged in the project.	The amount to cover purchase of 6 computers
2.2.2 Printers/photocopiers/scanner		The amount to cover purchase of 3 Printers/Scanners/Photocopiers
2.2.3 Cameras		The amount to cover purchase of 1 Camera
2.2.4 Projectors		The amount to cover purchase of one projector
2.3 Local office		
2.3.1 Vehicles costs (two vehicles rented + driver+fuel)	The cost of this item is directly related to the Project team field trips. It includes rented car + driver (two) and fuel cost. This project demands constant field visits and following up activities, therefore, coverage of transportation is needed.	The amount to cover costs for 18 months for each vehicle.
2.3.2 Office rent	Office rent includes accommodation of the project staff engaged.	The amount to cover costs for 18 months
2.3.3 Utilities (tel, mobile, security, internet)	Utilities related to office use, such as electricity, water supply, security charges, internet connection, mobile communication, cleaning supplies and equipment for the office used from the project staff, etc.	The amount to cover costs for 18 months
2.3.4 Consumables - office supplies	Average monthly office supplies (such as stationery, paper and toners)	The amount to cover costs for 18 months
2.3.5 Other services	Postage, advertisements in the newspapers/media, maintenance of equipments, etc.	The amount to cover costs for 18 months
2.3.6 Bank Commissions	Bank commissions related of the Action during project duration. Bank charges related to transfers made from the action to suppliers/beneficiaries and experts contracted.	The amount to cover costs for 18 months
3. Other costs, services		
3.1 Evaluation costs	External evaluation of the project includes programmatic evaluation of the Action.	The amount to cover engagement of the company or consultants.
3.2 Translation (written translation)	Written translation services for Action documents and viability materials.	Costs of translation services are estimates of services needed on an annual basis as per standard UNDP rates.
3.3 Interpreters (oral translation)	Simultaneous and consecutive translation for meetings, visits, events, etc.	Costs of translation services are estimates of services needed on an annual basis as per standard UNDP rates.
3.4 Meeting with partners	The action foresees to organize various meetings/consultations with the Community (teachers, students, local institutions, etc.) about the intervention; meetings with stakeholders; organizing events (such as MoU); presentation ceremony of works, etc.). The unit rate cost is an average rate that foresees to cover all cost related to venue and refreshments.	Amount covers all costs as per UNDP standards.

2. Justification of the Budget for the Action

Costs	All Years	
	Clarification of the budget items Provide a narrative clarification of each budget item demonstrating the necessity of the costs and how they relate to the action (e.g. through references to the activities and/or results in the Description of the Action).	Justification of the estimated costs Provide a justification of the calculation of the estimated costs. Note that the estimation should be based on real costs or on simplified cost options if allowed, as described in section 2.1.6 of the Guidelines for Grants Applicants
3.6 Technical Design & supervision Contracts		
3.6.1 Technical Designs and supervision cost (Repair)	This cost includes technical design and supervision costs for education facilities that will be repaired. All the processes will be in line with international standards with a special focus on transparency and	The amount covers all related costs to the contract/s
3.6.2 Technical Designs and supervision cost (Reconstruction)	This cost includes technical design and supervision costs for education facilities that will be reconstructed and it will include the preparation of	The amount covers all related costs to the contract/s
3.7 Civil works Contracts		
3.7.1 Civil works for repair of education facilities	This cost includes civil work for education facilities that will be repaired. 16 education facilities are projected for repair during the	The amount covers all related costs to the contract/s
3.7.2 Civil works for reconstruction of education facilities	This cost includes civil work for education facilities that will be reconstructed. 8 Education facilities are projected to be rebuilt during the Action. It includes the preparation of	The amount covers all related costs to the contract/s
3.8 Testing and Commissioning		
3.8.1 Testing and Commissioning for repaired education facilities	This cost includes two important phases before handover of the education facilities, which aim to identify potential problems related to the quality of the workmanship and if the systems are operating as per the initial design intent and specification.	The amount covers all related costs.
3.8.2 Testing and Commissioning for education facilities (Reconstruction)	This cost includes two important phases before handover of the schools, which aim to identify potential problems related to the quality of the workmanship and if the systems are operating as per the initial design intent and specification.	The amount covers all related costs.
3.9 Furniture for education facilities		
3.9.1 Furniture for education facilities (repaired and reconstructed)	This is a lump sum calculated approximately for the costs of furniture that will be furnished and placed in 22 education facilities (~10%). Also, as a first step a detailed assessment will be prepared for the required furniture, before preparation of technical specifications.	The amount covers all related costs.
4 Visibility Actions		
4.1 Photographer	Cost of photographer that will be engaged during the Action for capturing key moments and all activities within the action.	Amount covers all costs related to photographer (expert fee, transportation, communication, accommodation) calculated on the basis of the similar costs in other UNDP projects in Albania
4.2 Design of public information materials, posters, flyers, brochures, social media banners, etc.	Costs of expertise related to design of visibility and informative materials related to the Action.	Amount covers all costs related to design of public information materials.
4.3 Editing of visibility documents and promotional material expert	Editing of promotional materials services from an international expert that will be engaged during the Action.	Amount covers all costs related to editor calculated on the basis of the similar costs in other UNDP projects in Albania.
4.4 Boosting Communications products on social media	Costs related to making communication products more visible in social media	Costs are calculated on the basis of similar costs in other UNDP projects in Albania
4.5 Production of Short videos	Costs related to production of short videos prepared for all schools involved in the Action and videos related to activities.	Costs of short video production are calculated on the basis of similar costs in other UNDP projects in Albania.
4.6 Organization of Events/ Launch / Inauguration (sound, invites, etc)	Costs related to activities that will present the Action results and achievements.	The amount to cover all related costs.
4.7 Essay and Drawing competition among school students and exhibitions	Three two-day bootcamps are planned to be organized with school students. Costs related to activities with school students, venue rent, transport, refreshments, meals, raw material, etc. Per each boot camp there will be two competitions in: Essay writing and drawing. The cost for a bootcamp is projected 2000 Euro for logistic (approx. 35 persons) and activity and 3000 Euros for the raw material and prizes. For each competition there will be 2 prizes, in total 12 prizes. The winners will get prizes such as: tablets, painter kits, etc.	The amount to cover all related costs.
4.8 Production of visibility and promotional items (roll up banners, T-shirts, pencils, caps, etc)	Costs related to production of visibility and promotional items such as roll up banners, T-shirts, pencils, caps, files, invitations, leaflets, etc.	The amount to cover all related costs.
4.8.1 Roll up banners	Costs related to the production of three roll up banners	The amount to cover all related costs.
4.8.2 Event Banners	Cost related to production of Event banners	The amount to cover all related costs
4.8.3 Brochures/ flyers	Cost related to production of flyers	The amount to cover all related costs.
4.8.4 Pens (with logos)	Cost related to production of pens with logos	The amount to cover all related costs.
4.8.5 T-shirts with logos	Cost related to production of T-shirts with logos	The amount to cover all related costs
4.8.6 Caps	Cost related to production of caps	The amount to cover all related costs.
4.8.7 Posters	Cost related to production of posters	The amount to cover all related costs.
4.9 Press trips to project sites	The project will ensure that all actions, results and achievements are properly covered by the media, and that EU's visibility as a donor is explicitly embedded in project delivery. The amount covers transport cost, cocktails, refreshments, production of press folders, etc	The amount to cover all related costs such as transportation, accommodation, cocktails, refreshments, press folder materials, etc.
4.10 International press trips to project sites	The project will ensure that all actions, results and achievements are properly covered by the media, and that EU's visibility as a donor is explicitly embedded in project delivery. The project will share the results of the project with up to 10 International journalists. The cost includes Flight tickets/International travel to/from Albania (average cost 600	The amount to cover all related costs such as transportation, accommodation, cocktails, refreshments, press folder materials, etc
6. Indirect costs (maximum 7% of 7 subtotal of direct eligible costs of the Action)	The indirect costs for the Action are those eligible costs which cannot be identified as specific costs directly linked to the implementation of the Action and cannot be booked to it directly. However, they are incurred by the Organisation in connection with the eligible direct costs for the Action. They may not include costs already declared under another cost item or heading of the estimated budget.	Indirect costs on EU contribution were calculated as 7% of the total amount of the direct eligible costs as attributable to the EU. i.e. EU's overall contribution is EUR15,000,000.00. EU's contribution to direct costs is EUR 15,000,000/1.07 = EUR 14,018,691.59 and EU's contribution to indirect cost constitutes 7% of EU's contribution to direct cost EUR 14,018,691.59 x 7% = EUR 981,308.41

3. Expected sources of funding & summary of estimated costs¹



		Amount EUR	Percentage %
Expected sources of funding			
EU/EDF contribution sought in this application (A)		15,000,000.00	
Other contributions (Applicant, other Donors etc)			
<i>Name</i>	<i>Conditions</i> ^o		
UNDP Albania		115,000.00	
Revenue from the Action			
To be inserted if applicable and allowed by the guidelines: In-kind contributions ³			
Expected TOTAL CONTRIBUTIONS			
Estimated Costs			
Estimated TOTAL ELIGIBLE COSTS ⁴ (B)		15,115,000.00	
EU/EDF contribution expressed as a percentage of total eligible costs ⁵ (A/B x 100)			99.24%
To be inserted if applicable and allowed by the guidelines: Taxes/In-kind contributions ³			
Estimated TOTAL ACCEPTED COSTS ³ (C)		15,115,000.00	
EU/EDF contribution expressed as a percentage of total accepted costs ⁶ (A/C x 100)			99.24%



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

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

ACCOUNT NAME

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

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 FEV. 2009

- (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

CONTRACT NO. 2020 / 415-910

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

This annex defines the strategic approach to communicate the EU support to Albania's post-earthquake recovery Action, through "EU4Schools", the results and impact, provide transparency on the fund delivery and timely information about progress on the ground. UNDP will utilize a myriad of communications channels and tools to raise awareness about the Action and emphasize the support provided by the European Union.

The present Annex VI - Communication and Visibility Plan will be implemented in line the General Conditions (specifically Article 8) of the Contribution Agreement and, for further guidance, the "Joint Visibility guidelines for EC-UN Actions in the field" https://ec.europa.eu/europeaid/sites/devco/files/guidelines-joint-visibility-eu-un_en.pdf."

I. Overall Goal

The Communication Strategy for the EU- Recovery Action aims to raise awareness among stakeholders about the EU post-earthquake recovery assistance through namely in the reconstruction or repair or retrofitting of creches, pre-schools, secondary schools, professional schools, provision of didactic materials and refurbishment through "EU4Schools", provide timely information and full transparency on the progress of the Action, which is expected to have a long-lasting impact on sustainable development, specifically in the education sector, reduce further social and economic losses and accelerate the recovery process.

Raise awareness that this specific post-disaster recovery is not just about rebuilding the status quo, but about building back better by tackling risks and vulnerabilities. The communications strategy will focus on ensuring that all stakeholders see the Action as a clear EU-contribution to affected communities and Albania.

II. Objectives

- Raise awareness about the EU support to the earthquake-affected communities and which consists in physical rehabilitation and reconstruction of educational facilities benefitting around 10000 students.
- Raise awareness about the key contribution provided by the EU to improve education opportunities for children in the Action areas and impact on sustainable human development and SDG 4.
- Provide transparency and timely information on the works being implemented and other Action interventions.
- Raise awareness among key EU bodies and EU publics/taxpayers on the impact of their support Albania's recovery after the 26 Nov earthquake.
- Raise awareness that this specific post-disaster recovery is not just about rebuilding the status quo, but about building back better by tackling risks and vulnerabilities. (such as build safer structures by enforcing disaster-resilient construction standards).
- Raise awareness that the Action proves an excellent opportunity to improve access to more qualitative education through improved design of learning spaces, teacher development and strengthening capacities of education authorities in the planning and implementation of the education system recovery.

- Raise awareness that this EU funded Action is implemented by UNDP in partnership with the Ministry of Education Sports and Youth and local government institutions and that UNDP relies on its long-term experience in the post-disaster recovery programmes.
- Generate media attention to the Action and encourage accurate reporting.
- Generate public interest in the work and dedication of the EU to reconstruct education institutions so that pupils can go back to their schools.
- Put people at the center of recovery processes: Raise awareness that recovery is driven by their development goals and ambitions and informed by their knowledge and experiences. Create opportunities for active and meaningful participation of the communities through local NGOs and Civil Society groups.

III. Expected results

- The targeted audiences of this communications plan are well informed about EU's support to post-earthquake recovery efforts.
- Results and impact of the EU Earthquake recovery Action documented through a myriad of communication tools and channels. All this will showcase the EU as a valuable partner on the ground delivering long-lasting and tangible results for people.
- Demonstrate EU's added value in post-crisis situations regarding the humanitarian-development nexus

IV. Target and objectives of the communication per group

a) Primary target groups

Objective: Ensure that the beneficiary population is aware of the Action, the EU's role and financing.

Direct beneficiaries:

- Families and children whose schools were affected by the earthquake and whose schools will be rehabilitated through the Action
- Residents of local communities targeted by the intervention
- Teaching personnel of the affected schools.
- Local governments
- Other local population

Decision makers within the country (Governments at all levels)

Objective: Provide them with timely information on the progress and ensure their support. Show the impact of the EU intervention on the ground.

Media

Objective: Media represents a useful tool for getting the message through to a wider audience. It plays an important role in public orientation and in shaping the image of the Action and its impact. Provide timely information on the Action progress and results/impact, highlighting the beneficiary angle and benefits in the education sector.

The General public in the earthquake-affected areas

Objective: Raise awareness among the country population of the EU Action to rehabilitate/restore the most affected schools in the earthquake-affected areas and contribution in advancing human development and SDG 4. Raise support for the EU integration process in Albania.

EU publics and EU bodies and structures

Objective: Raise awareness and understanding about the EU support to Albania's recovery efforts and impact on education and sustainable human development.

b) Secondary target audiences

NGOs

Objective: Get them to feel like one of the partners in the implementation of the Action on the ground through consultations and sharing of information – as some of NGOs might currently feel they have been excluded from the process.

International Community

- Diplomatic corps
- International organizations

Objective: To communicate clearly to the rest of the donor community the goals, the progress and the results of the EU Recovery Action. To ensure that the EU member states are fully aware of what their taxpayers' contribution is being spent on.

c) Internal target audience

Communications Objective: The EUD and the UNDP/UN staff should be fully aware of the Action activities, results and impact.

V. Proposed activities

- Public event/press conference to launch the Action with participation of high EU officials, Government and UNDP.
- Building and Reconstruction Management Information System Monitoring- a web-based and responsive information system, visualized in a modern and integrated reporting tool dashboard, using latest Business Intelligence Software to provide real-time updates on the development works. The digital tool to be shared on social media through boosting to encourage people to check it out for public information purposes.
- Interviews on the national and local media to inform the local population about the Action, interventions and that the EU as the supporter of the Action.
- National and International press trips to Action sites.
- Blog posts
- Infographics
- On-site visits with EU representatives to see progress.
- Meeting with representatives of communities on the site where construction work is being implemented.
- Public meetings to brief them on the progress and receive their feedback.
- Production of video stories: Before and After the Earthquake. Beneficiary perspective on focus.

- In partnership with the Education Departments, organize a competition, including photos, pictures and essays among school students: Before and After the Earthquake. The winning entries to be exposed in a small exhibition at school and the winners will receive modest prizes.
- Produce stories highlighting Action progress and impact.
- Produce a newsletter on progress to be shared with national and international partners.
- UNDP Facebook account to be updated with information regularly. Members of the affected communities to be featured continuously through short video stories.
- Production of public awareness materials such as flyers and posters to raise awareness about the Action.
- A photo album: "Before and after the earthquake".

VI. Messages (draft)

The following messages will be conveyed during the communication activities

- The European Union is helping accelerate the recovery process through education facility repairs and reconstruction embedding Building Back Better approach.
- The EU Recovery Action is constructing/repairing 18 schools and improving quality of education through capacity building programmes and provision of improved design of learning spaces and teacher development. Around 10.000 students will be the beneficiaries of the Action.

VII. Social media

Social media accounts will be used to provide information about the Action. Digital platforms include Facebook, Instagram, Twitter, LinkedIn. The EU Action will be frequently featured on those sites through:

- Short stories,
- Video diaries
- Photos/before and after
- Video documentaries
- Infographics

VIII. Visibility text

All promotional materials should clearly state the following:

EU4Schools Action is funded by the European Union and implemented by the United Nations Development Programme (UNDP)

All reports should include the following text, without modifications:

DRAFT: EU4Schools Action Worth Euro 15 million will construct X number of schools and repair XXX others, affected by the 26 November earthquake embedding building back better approach, improve access to quality education through improved design of learning spaces, provision of teacher training, didactic materials and refurbishment of facilities. The Action is funded by the European Union and implemented by the United Nations Development Programme (UNDP).

IX. Visuals

For all projects funded by the EU, it is important to display the [EU flag](https://europa.eu/european-union/about-eu/symbols/flag_en) following the applicable guidelines. Official EU flag is available here: https://europa.eu/european-union/about-eu/symbols/flag_en

X. Print and audio-visual materials

- All publications, reports, leaflets, video stories and other multi-media products should acknowledge that the product or material was developed “with funding by the European Union”.
- The EU and UNDP logos should be displayed properly.
- All materials should include the following disclaimer: “This document/report/publication/study 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 and UNDP

XI. Indicators of achievement

The success of the “EU4Schools” Communications Strategy will be measured through several indicators:

▪ *Press clippings*

Media references and appearances remain a good way to measure the visibility of the Action, as well as the image it has among the public.

▪ *Number of public events and attendance*

The more local public events the Action will have, the more awareness it will obtain among the local population.

▪ *Statistics on the Internet subpage of the project visits and social media reach*

The rise in the number of visits from the start of the Action, creation of the Action web page, will be a good indicator of the visibility of the Action. The number of people reached on social media and interaction.

Annex VII: Management Declaration

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.

