ACUERDO BILATERAL

Clasificación: 112-2011

Fecha de Ingreso: 17 de febrero de 2012

Nombre del Acuerdo:European Union Contribution Agreement with the Organization of American States

Materia: Contribution Agreement

Partes: SG/ European Union

Referencia: European Union

Fecha de Firma: 21 de junio de 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington, D.C., US and Port au Prince

Unidad Encargada: Departamento de Cooperación y Observación Electoral

Persona Encargada:

Original

Claves

Cierres del proceso

EUROPEAN UNION CONTRIBUTION AGREEMENT WITH THE ORGANISATION OF AMERICAN STATES

IFS-RRM/2011/262-922

(the "Agreement")

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

of the one part,

and

The General Secretariat of the Organisation of American States, with its head office at 1889 F Street NW 20006, Washington DC, (the "Organisation")

of the other part,

(Individually a "Party" and collectively the "Parties"), have agreed as follows:

Special Conditions

Article 1 - Purpose

1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: "Support to OAS/CARICOM Joint Electoral Observation Mission for the Second Round of Haiti Presidential and Parliamentary Elections of 20 March 2011" (the "Action") as described in Annex I.

1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which consists of these special conditions (the "Special Conditions") and their annexes.

1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.

1(4) The Action is not a Joint Management Action for all purposes of this Agreement.

1(5) The Action is a Multi-donor Action for all purposes of this Agreement.

Article 2 – Entry into force, Implementation Period and Execution Period

2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.

2(2) The implementation of this Agreement will begin on 9 February 2011.

2(3) The implementation period of this Agreement, as laid down in Annex I, is 7 months (the "Implementation Period").

2(4) The execution period of this Agreement shall end at the moment when final payment is paid by the Contracting Authority and in any case at the latest at the end date referred to in Article 12.5 of Annex II.

Article 3 - Financing the Action

3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 1, 496,786.00, as set out in Annex III.

3(2) The Contracting Authority undertakes to finance a maximum of EUR 500,000, [equivalent to 33.4 % of the estimated total eligible cost specified in paragraph 1]; the final amount will be established in accordance with Articles 14 and 17 of Annex II.

3(3) Pursuant to Article 14(4) of Annex II, 7% of the final amount of direct eligible costs of the Action to be reimbursed by the Contracting Authority to the Organisation in accordance with Articles 14 and 17 of Annex II, may be claimed by the Organisation as indirect costs.

3(7) Pursuant to Article 14.3 of Annex II, the Regulation under which this Agreement is financed excludes financing of taxes, including VAT, in the case the Organisation can show it cannot reclaim.

Article 4 - Narrative and financial reporting and payment arrangements

4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15(1) of Annex II.

A progress report will be submitted by the Organization to the Contracting Authority after publication of the final results of the second round of Presidential and Parliamentary Elections.

Three hard copies and an electronic version will be submitted to the EU Delegation in Port au Prince, in accordance with the provisions of Article 2 of the General Conditions (Annex II).

The Head of the OAS/CARICOM Joint Electoral Observation Mission will provide timely updates to the Head of the EU Delegation in Haiti, including both oral and written briefings as required, throughout the duration of the Action.

4(2) Payment will be made in accordance with Article 15 of Annex II; of the options referred to in Article 15(1), the following will apply:

Option 1

Pre-financing	EUR 460,750.000
Forecast final payment	EUR 39,250
(subject to the provisions of Annex II)	

4(3) The exchange rate referred to in Article 2.7 of Annex II is: 1,376200 according to the INFOREURO Official site (https://delnicmga.webmail.ec.europa.eu/exchweb/bin/redir.asp?URL=http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=currency_historique%26currency=201%26Language=fr)

Article 5 - Contact addresses

Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use the following addresses

For the Contracting Authority:

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

Délégation de la Commission européenne en République d'Haïti

4, Impasse Oriol – Morne Calvaire, Port au Prince,

Haiti

For the attention of the Contracts and Finance Section

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

Délégation de la Commission européenne en Haïti,

4, Impasse Oriol, Morne Calvaire, Port au Prince,

Haiti.

To the Attention of Mrs. Lut FABERT, Ambassador, Head of EU Delegation in Haiti.

For the Organisation:

The General Secretariat of the Organisation of American States

1889 F St. N.W.

Washington, D.C., 20006 USA

To the Attention of Mr. Pablo Gutierrez, Director of the Department for Electoral Cooperation and Observation.

Article 6 - Annexes

6(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex I: Description of the Action

Annex II: General Conditions applicable to European Union contribution agreements with international organisations

Annex III: Budget for the Action

Annex IV: Financial identification form

Annex V: Standard request for payment

6(2) In the event of a conflict between the provisions of the present 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.

Done in Washington and Port au Prince in three originals in the English language, two for the Contracting Authority and one for the Organisation.

	For the Organisation		**For the Contracting Authority**
Name	Pablo GUTIERREZ	Name	Lut FABERT
Position	Director, Department for Electoral Cooperation and Observation	Position	Ambassador, Head of Delegation of the EU in Haiti
Signature		Signature	
Date	06/21/11	Date	10 JUIN 2011

DELEGATION DE L'UNION EUROPEENNE EN REPUBLIQUE D'HAITI

ANNEX I

DESCRIPTION DE L'ACTION

1 THE ACTION[1]

1.1. COST OF THE ACTION AND AMOUNT REQUESTED FROM THE CONTRACTING AUTHORITY

Estimated total eligible cost of the action (A)	Amount requested from the Contracting Authority (B)	% of estimated total eligible cost of action (B/Ax100)
EUR 1,496,786.00	EUR 500,000.00	33.4%

1.1.1. Description of the action and its effectiveness

The Organization of American States (OAS) Electoral Observation Missions (EOMs) constitute a key instrument in defense and promotion of democracy in the Americas. They help guarantee the integrity, impartiality, and accountability of the electoral process, as well as strengthen the credibility of democratic institutions in OAS Member States.

The evolution of international election observation in the Americas has coincided with the strengthening of democratic governments, from the *ad hoc* approach to observation missions of the 1960s to the current professional, standardized approach. Since 1960, the OAS has observed more than 150 electoral processes in the Hemisphere, though most of these initiatives have developed within the last 15 years. During this time period, the OAS has observed many different types of elections –always at the request of its Member States. These include general, presidential, parliamentary, and municipal elections, as well as referenda, signature validation and collection processes, and even primary elections within political parties.

A. Background Summary of the action of the JEOM during the First Round of the Presidential and Legislative Elections in Haiti

For the mission to Haiti, the OAS has partnered with the Caribbean Community (CARICOM) to form a Joint Electoral Observation Mission (JEOM). The General Secretariat (GS) of the OAS entered into two agreements with the host country in order to establish the conditions for the observation process. The *Agreement on Privileges and Immunities* establishes the privileges and immunities that the host country grants the JEOM and its international observers in order to ensure access to the process under observation. The *Agreement on the Electoral Observation Process* is the agreement signed between the Provisional Electoral Council (CEP, *Conseil Electoral Provisoire*) of Haiti and the OAS GS to establish the specific conditions under which the electoral observation will be carried out.

[1] The evaluation committee will refer to information already provided in the Concept Note as regards objectives and relevance of the action.

The publication of the preliminary results on December 7, which excluded the popular singer Michel Martelly from the second round of the presidential elections, stirred violent demonstrations in Port au Prince and Les Cayes, leading to a post-electoral crisis.

Following this post-electoral crisis, the Provisional Electoral Council (CEP) proposed a review of the tabulation of the preliminary results by a Mixed Commission, including Haitian electoral authorities, national and international observers and representatives from the private sector and the international community. The presidential candidates and others objected that the electoral code did not contemplate such a Commission and thus, it was not constituted. Therefore, President René Préval requested that the Organization of American States (OAS) send two expert missions, one to verify the tabulation of the preliminary results of the presidential elections and the other to accompany the "contestation" process in which political parties and candidates could present challenges to the preliminary results.

Both OAS Missions supported the JEOM's work, and provided important recommendations to improve the electoral process. Most of these recommendations were implemented by the CEP in the preparations for the second round elections. These recommendations concerned all phases of the process, from better training for polling agents to more efficient and accurate tabulation procedures. (See Section 1.1.4)

B. Overall and Specific Objectives of the OAS-CARICOM JEOM for the Second Round Elections

The overall objectives of the second round JEOM are:

1. To contribute to the consolidation of public confidence in the Haitian electoral process and a climate of peace during the electoral period.

2. To contribute to the strengthening of the Haitian electoral system.

The presence of the JEOM in Haiti for the Second Round of the Presidential and Legislative Elections on March 20th 2011, will thereby result in an ongoing comprehensive observation of the activities and efforts undertaken by the Haitian Electoral Provisional Council to organize and administer the electoral process. This accompaniment will provide Haitian citizens and the international community with independent, impartial information on the development of the electoral process and on the ability of citizens to effectively exercise their right to suffrage.

Simultaneously, as the ongoing relationship with the CEP required to meet this objective is developed, the facilitation of information on the process under observation will result in improvements to the Haitian electoral system both during the second round of elections and for future electoral processes.

The specific objectives of the JEOM are:

1. Verification of whether the Second Round of the Haitian Presidential and Legislative Elections complies with local regulations and meets international norms and standards.

The principal partner of the JEOM is the CEP. This institution is in charge of organizing and managing the electoral process by preparing and distributing voting materials, distributing and exhibiting the electoral lists, summoning the members of the polling stations, designating voting locations, accrediting party poll-watchers, and training staff who work for the electoral authority. The JEOM also works closely and monitored the CEP's local offices: the Departmental Electoral Offices (*Bureaux Electoraux Départementaux, BEDs)* and the Communal Electoral Offices (*Bureaux Electoraux Communaux, BECs*).

The JEOM will also worked closely with the political parties and candidates, in both Port-au-Prince and all 11 electoral departments, in order to share on the assessment of the electoral process and possible concerns. In doing so, the JEOM will be able to bring to the attention of the CEP these concerns and prevent some shortcomings in the organization of the elections.

The Joint Mission will also organize meetings with different civil society groups in Haiti that hold interests in the electoral process. In addition, the JEOM will meet on a regular basis with the various national international observations groups to exchange observations and to make a more complete assessment on the electoral process. The JEOM will also take advantage of these meetings to share its observation methodology and contact information of its observers in the field to ensure the smooth flow of information and visibility of the mission.

The Mission will also work in close coordination with international partners involved in the organization of elections. The Electoral Affairs Section (EAS) of MINUSTAH will provide substantial support to the JEOM regarding information and security. The JEOM has signed a Memorandum of Understanding (MoU) with this organization to determine the framework for cooperation in issues such as health care, transportation and security for observers.

Among international partners, the Mission will also meet regularly with institutions providing technical assistance, such as UNDP and the International Foundation for Electoral Systems (IFES) in order to share information as well as to provide recommendations. UNDP manages the Trust Fund for elections and provides technical assistance to the Tabulation Center. IFES provides technical assistance for the sensitization campaign and training of poll workers.

The JEOM will also hold several bilateral meetings with both its main donors and the donors involved in Haiti to share its assessment of the process and provide any information requested about its methodology and activities in the country.

E. Activities of the JEOM

The activities to be carried out by the JEOM in order to produce the aforementioned outputs/results will include: meetings with all political actors; weekly meetings with the international community and relevant Haitian authorities ; core group expert meetings with relevant electoral officials and other international electoral experts ; training and deployment of over 200 observers throughout the country; reception and tallying of quantitative data from observers; press conferences; debriefing meetings with

For the indicators that will be used by the JEOM to reach and verify that its objectives are attained, please refer to the Logical Framework for the Action in Annex IV of this document.

1.1.1 Methodology

Reasons for the proposed methodology:

In the last few years the OAS has refined its election observation methodology, relying on diverse key documents of the Inter-American and international systems, such as the Inter-American Democratic Charter, the Declaration of Principles for International Election Observation and the Code of Conduct for International Election Observers. The proposed action will ensure that it complies with the principles and standards documented in these instruments, as defined below.

1. The **Inter-American Democratic Charter** emphasizes the importance of observing the diverse phases of an electoral process, as well the need to carry out EOMs that are conducted in an "objective, impartial, and transparent manner and with the appropriate technical expertise". The Inter-American Democratic Charter states that "the people of the Americas have a right to democracy and their governments have an obligation to promote and defend it."[2] The Charter is even more specific in regard to democratic governance. It recalls that "essential elements of representative democracy include (...) the holding of periodic, free and fair elections based on secret balloting and universal suffrage as an expression of the sovereignty of the people."[3]
2. The **Declaration of Principles for International Election Observation** is the universal instrument that guides all the actions of the observers on the ground. It states that electoral observations should be public and should conduct an analysis that is impartial, professional, and focused on the process during all periods of an election, through a comprehensive, long term observation using appropriate techniques. The analysis should reflect the conditions in which the election is being carried out, and its conclusions must be impartial so that the recommendations made can improve the integrity and effectiveness of the electoral process without interference.
3. The **Code of Conduct for International Election Observers** provides the standards of behaviour for international observers. It indicates that observers' activities must be based on the principles of objectivity, transparency, and impartiality. It requires participants in a mission to be aware of the contents of the Code and for them to behave accordingly, in order to ensure the integrity of the election observation.

Methods of implementation:

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[2] This principal is contained in Article 1 of the Inter-American Democratic Charter that was approved in Lima in 2001.

[3] Contained in Article 3, *ibid.*

On Election Day, the international observers will gather information through specially designed questionnaires that reflect this methodology. These questionnaires include questions about the conditions of the process at the sample polling stations at three points during the day: the opening of the polling station, during the voting, and the closing of the polling station. Observers will communicate with the mission's call center to transmit the results of the questionnaires so that these can be tabulated and consolidated immediately and provide a basis for national level statistics to be used in press conferences the day of the election as well as during the post-electoral period.

As mentioned previously, during the post-electoral period, the JEOM will place special emphasis on the observation of the final vote tabulation, the electoral dispute resolution process and post-election events.

Continuation of the First Round Presidential and Legislative Elections:

As detailed in section 1.1.1 A, this action will build upon the JEOM deployed for the First Round of the Presidential and Legislative Elections. In this regard, the continuity of observation throughout the entire electoral process will both provide an opportunity to determine ongoing improvement of the implementation by the CEP between the November and March elections, as well as generate a stronger final impact in reaching the stated action's goals.

Procedures for follow-up and internal / external evaluation

In each OAS/EOMs, the international observer's performance is evaluated through standardized forms. The following positions must be evaluated on an obligatory basis as part of the OAS/EOM: 1) Members of the Core Group; 2) Regional Coordinators; 3) International Observers. It should be noted that the evaluations become part of the background information recorded in the database of international observers maintained by DECO. The information contained in these forms is confidentially processed and filed by DECO staff.[5] In addition, the budget for the proposed action contemplates a $15,000 evaluation post.

The JEOM's interaction with local stakeholders

Since its arrival in Haiti, the JEOM has met several times with government officials, election authorities, presidential candidates, candidates for the Senate and the Lower Chamber, political party representatives (including political parties that do not participate in elections), representatives of civil society organizations, national observation and representatives of the international community, and will continue to do so throughout the period of the proposed action. These meetings will give the JEOM a sense of the pulse of the political-electoral context and enabled early identification of potential pitfalls of running processes such as the lack of credibility of the CEP, concerns about irregularities and fraud that could prevent the expression of the will of voters and the general apprehension about the security environment of the elections. In addition, it

[5] Manual for OAS Electoral Observation Mission.

2. *Saturday, Feb. 26th*: Arrival of Coordinators, Security Officer, Electoral Liaison and Financial Officer

3. *Sunday, Feb. 27th*: Training/Briefing of Coordinators

4. *Monday, Feb. 28th*: Deployment of Coordinators to all 11 departments

March 2011

5. *Tuesday, March 9th*:
   a. Arrival of LTOs (16) for most populated, problematic and larger departments (West 1, West 2, North, Artibonite, Centre, South-East, South, Grand-Anse);
   b. Arrival of Press Officer, Electoral Technology Specialist and Statistician.

6. (*Sunday, March 13th*: Carnival of Port-au-Prince)

7. *Tuesday, March 15th*: Arrival of STOs and Legal Specialists

8. *Wednesday, March 16th*: Training of STOs

9. *Thursday, March 17th*: Deployment of STOs

10. *Saturday, March 19th*: Simulation of transmission with call center

11. *Sunday, March 20th*: Election Day

12. *Monday, March 21st:* Return to Port-au-Prince and debriefing of STOs and LTOs

13. *Tuesday, March 22nd*: Departure of STOs, LTOs and Statistician.

14. *Friday, March 25th*: Departure of Financial and Press Officers

15. *Thursday, March 31st*: Publication of Preliminary Results

April 2011

16. *Friday, April 1st*: Departure of Electoral Technology Expert

17. *Friday, April 1st to Friday, April 15th*: Contestation Phase
    a. +/- April 1st to April 9th: BCED
    b. +/- April 10th to April 15th: BCEN

18. *Monday, April 11th*: Return of Coordinators to Port-au-Prince

19. *Tuesday, Wednesday April 12/13th*: Debriefing of Coordinators

20. *Thursday, April 14th*: Departure of Coordinators and Security Officer

21. *Saturday, April 16th*: Proclamation of Final Results

22. *Sunday, April 17th*: Departure of Legal Specialist and Electoral Liaison

23. *Friday, April 22nd*: Departure of Chief of Mission, Deputy Chief, General Coordinator, and Political Analyst.

Year 1

	Semester 1							Semester 2	
Activity	Month 1	2	3	4	5	6	7		Implementing body
Activity 1. Meetings with all political actors.		X	X	X	X	X	X		JEOM
2. Weekly meetings with the international community and relevant Haitian authorities.	X	X	X	X	X	X	X		JEOM
3. Core group expert meetings with relevant electoral officials and other international electoral experts.	X	X	X	X					JEOM
4. Training and deployment of over 200 observers throughout the country.	X	X	X						JEOM
5. Reception and tallying of quantitative data from observers.		X	X						JEOM
6. Reception of complaints and legal disputes from observers and coordinators and transmission to CEP by core group.	X	X	X	X					
7. Press conferences.	X	X	X						JEOM
8. Debriefing meeting with observers to collect qualitative data from their observations.			X						JEOM
9. Deployment of mission to observe the tabulation center activities.			X						JEOM

procedures of the electoral institution and the recruitment and training of electoral personnel.

iii. Role of stakeholders

The Mission will also provide recommendations regarding the role of stakeholders, and particularly regarding coordination among donors, multilateral institutions, NGOs and local authorities. The Mission will also underline the importance of capacity-building in all areas where technical assistance is provided and will encourage donors and providers to support any initiatives in this particular field. The Mission considers that capacity-building will be one of the keys for sustainability of any future technical assistance project.

The JEOM also will continue to remind political actors of their part of the responsibility in the smooth unfolding of elections, and will support the signature of codes of conduct and advocate for tolerance and respect among candidates during the second round. The Mission will also remind candidates of the importance of their role once elected in order to foster responsibility and integrity among those who will exercise power during the next government, thereby generating additional sustainability of the JEOM's actions.

iv. Strengthening of democratic regime

The role of political parties and Constitutional provisions regarding electoral processes fall within the scope of the Mission's mandate. The Mission has already identified the frailty and lack of institutionalization of political parties as one of the factors that hinder the consolidation of democratic rule in the country. Therefore, the Mission will provide specific recommendations aiming at the reinforcement of the political party structure. The Mission will also provide recommendations regarding the composition of the Electoral Council, emphasizing the importance of creating a permanent electoral institution in order to guarantee the continuity and responsibility of its members.

Both regional institutions responsible for the Mission, the Organization of American States (OAS) and the Caribbean Community (CARICOM), will continue to monitor the implementation of the above-mentioned recommendations and will also benefit from the inputs of the Mission in the design of future technical cooperation projects in the electoral field.

	participants in the electoral process.	to at least 97% in the second round. 3. At least 10 recommendations on the implementation of the electoral process are adopted by the CEP as compared to the First Round election. 4. All legal complaints and concerns received from various actors in the electoral process have been presented to the CEP by the end of the observation mission.	advisor. 5. Weekly reports by Departmental Coordinators on the development of the electoral process in the 11 electoral departments. 6. JEOM weekly reports on the mission's activities and the electoral situation.	3. The presented legal complaints will be properly attended to by the CEP and other relevant Haitian authorities.
Expected Results	1. Compilation of quantitative and qualitative data from voting centers on election day indicating whether the election was inclusive, clean, and competitive. 2. Public presentation of observations during the pre- and post- electoral phases regarding the compliance of the CEP to local and international electoral standards. 3. Complaints and legal disputes gathered from throughout the country presented to the CEP. 4. Recommendations presented to the Haitian authorities and international community on ways to improve the electoral process for future elections.	1. Quantitative data from all 11 electoral departments of Haiti from a statistical sample of at least 70 voting centers. 2. Qualitative data reported from at least 1,500 polling stations throughout the country. 3. At least 20 press releases issued. 4. A verbal and final report presented to the international community at the OAS Permanent Council by the end of August 2011, including recommendations to the CEP and Haitian authorities.	1. Data compiled from observer questionnaires. 2. Published press releases. 3. Verbal report presented to the OAS Permanent Council by the Chief of Mission. 4. Final written report of the mission.	1. Observers will be able to collect and transmit the information on the questionnaires due to security, logistical and communications conditions present at their polling stations on election day. 2. Political actors and citizens are sufficiently involved in the electoral process and informed about the role of the JEOM to seek out observers and present their complaints and/or denouncements.

1.2. BUDGET FOR THE ACTION

Annex III. Budget for the Action[1]	All Years				Year 1[2]			
Costs	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)
1. Human Resources								
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)[4]								
1.1.1 Technical	Per month				Per month			
1.1.2 Administrative/ support staff	Per month	14	1,073	15,024	Per month	14	1,073	15,024
1.2 Salaries (gross salaries including social security charges and other related costs, expat/Int. staff)	Per month	21	5,206	109,320	Per month	21	5,206	109,320
1.3 Per diems for missions/travel[5]								
1.3.1 Abroad (staff assigned to the Action)	Per diem	3,072	180	553,150	Per diem	3,072	180	553,150
1.3.2 Local (staff assigned to the Action)	Per diem				Per diem			
1.3.3 Seminar/conference participants	Per diem				Per diem			
Subtotal Human Resources				677,493				677,493
2. Travel[6]								
2.1. International travel	Per flight	207	898	185,975	Per flight	207	898	185,975
2.2 Local transportation	Per month				Per month			
Subtotal Travel				185,975				185,975
3. Equipment and supplies[7]								
3.1 Purchase or rent of vehicles	Per vehicle	110	3,624	398,669	Per vehicle	110	3,624	398,669
3.2 Furniture, computer equipment	Per cartdrige	29	51	1,470	Per unit	29	51	1,470
3.3 Machines, tools...								
3.4 Spare parts/equipment for machines, tools								
3.5 Other (please specify)								
Subtotal Equipment and supplies				400,139				400,139
4. Local office								
4.1 Vehicle costs	Per month				Per month			
4.2 Office rent	Per month	2	4,410	8,820	Per month	2	4,410	8,820
4.3 Consumables - office supplies	Per month	2	4,226	8,453	Per month	2	4,226	8,453
4.4 Other services (tel/fax, electricity/heating, maintenance)	Per month	2	7,350	14,700	Per month	2	7,350	14,700
Subtotal Local office				31,974				31,974
5. Other costs, services[8]								
5.1 Publications[9]		1	7,350	7,350		1	7,350	7,350
5.2 Studies, research[9]								
5.3 Expenditure verification	Per unit	1	15,000	15,000	Per unit	1	15,000	15,000
5.4 Evaluation costs	Per unit	1	15,000	15,000	Per unit	1	15,000	15,000
5.5 Translation, interpreters	Per month	2	1,838	3,675	Per month	2	1,838	3,675
5.6 Financial services (bank guarantee costs etc.)								
5.7 Costs of conferences/seminars[9]	Per month	2	5,513	11,025	Per month	2	5,513	11,025
5.8. Visibility actions[10]	Per unit	1	500	500	Per unit	1	500	500
Subtotal Other costs, services				52,551				52,551
6. Other (Miscellaneous expenses)	Per day	2,757	5	13,206	Per day	2,757	5	13,206
7. Subtotal direct eligible costs of the Action (1-6) (excluding taxes)				1,361,337				1,361,337
8. Provision for contingency reserve (3% of direct costs)				37,528				37,528
9. Total direct eligible costs of the Action (7+8) (excluding taxes)				1,398,865				1,398,865
10. Indirect costs (7%)				97,921				97,921
11. Total eligible costs (9+10) (excluding taxes)				1,496,786				1,496,786
12. Taxes[11]				-				-
13. Total eligible/accepted[12] costs of the Action (11+12)				1,496,786				1,496,786

Annexe II

Conditions Générales applicables aux conventions de contribution de l'Union européenne signées avec des organisations internationales

ANNEX II

General Conditions applicable to European Union contribution agreements with international organisations

General and administrative provisions

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GENERAL AND ADMINISTRATIVE PROVISIONS

Article 1 - GENERAL OBLIGATIONS

1.1 The Organisation shall ensure that the Action is carried out in accordance with the Description of the Action contained in Annex 1 and is responsible for achieving the objectives set out therein. The Organisation shall report on the indicators of achievement specified in the Description of the Action.

1.2 The Organisation shall implement the Action with the requisite degree of care, efficiency, transparency and diligence, as required by best practice in the field concerned, and in compliance with this Agreement.

The Organisation shall make every effort to mobilise all the financial, human and material resources required for full implementation of the Action, as specified in the Description of the Action.

1.3 The Organisation may act either alone or in partnership with one or more organisations mentioned in the Description of the Action (implementing partners or partners). Partners shall participate effectively in implementing the Action, and the costs they incur shall then be eligible under the same conditions as those incurred by the Organisation.

It may also contract parts of the Action, in accordance with the provisions of article 10 hereof.

Where the Action is not a Joint Management Action, in order to support the achievement of the objectives of the Action, and in particular where the implementation of the Action requires financial support to be given to third parties, the Organisation may award sub-grants if so provided for in the Special Conditions. However, sub-granting may not be the main purpose of the Action and it shall be duly justified. The Special Conditions shall establish the total amount which may be used for awarding sub-grants as well as the minimum and maximum amount per sub-grant. The maximum amount of a sub-grant shall be limited to EUR 10 000 per third party while the total amount which may be awarded as sub-grants to third parties shall be limited to EUR 100 000. The Description of the Action shall include a list with the types of activity which may be eligible for sub-grants, together with the criteria for the selection of the beneficiaries of these sub-grants.

Where the Action is not a Joint Management Action, the bulk of the Action shall be undertaken by the Organisation, and where applicable, its partners.

The Organisation shall remain fully responsible for the co-ordination and execution of all contracted activities.

1.4 The Organisation undertakes to ensure that the conditions imposed upon it under Articles 1, 3, 4, 5, 6, 7, 10, 14, 16 and 17 of this Agreement shall also apply to all partners and, where applicable, contractors involved.

1.5 The Organisation shall take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Organisation shall be reported to the Contracting Authority without delay.

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Where appropriate the Organisation shall terminate contracts with partners, contractors or agents involved in fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by the Organisation and financed by the European Union, and shall take all reasonable measures to recover funds unduly paid.

1.6 Without prejudice to Articles 1.3 and 10, the Agreement and the payments attached to it shall not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authority.

1.7 The provisions regarding "Joint Management Actions" in these General Conditions may be applied where at least one of the following conditions is met:

- the performance of the Action requires the pooling of resources from a number of donors, and it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure (hereinafter, "Multi-donor Actions"), or

- the European Commission and the Organisation are bound by a long-term framework agreement laying down the administrative and financial arrangements for their cooperation; or

- the European Commission and the Organisation have jointly assessed the feasibility and defined the terms for implementation of the Action.

1.8 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, which shall only confer on it rights and obligations where explicitly stated. It will nevertheless endorse the Agreement to ensure that the Contracting Authority's contribution is actually paid by the EU budget, and the provisions on visibility in this Agreement will apply accordingly.

Article 2 - OBLIGATIONS REGARDING INFORMATION AND FINANCIAL AND NARRATIVE REPORTS

2.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall provide before signature of this Agreement a work plan for the first period of implementation specified in the Description of the Action. The Organisation shall also draw up progress reports and a final report. These reports shall consist of a narrative part and a financial part. Reporting, narrative as well as financial, shall cover the whole of the Action, regardless of whether this Action is wholly financed or co-financed by the Contracting Authority.

2.2 The Contracting Authority may request additional information at any time, providing the reasons for the request. Such information shall be supplied within 30 days of the request.

2.3 The Organisation shall send the Contracting Authority progress reports in accordance with the provisions below. Every report shall provide a complete account of all aspects of implementation for the period covered.

The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular all expenses actually incurred by the Organisation), the results expected and obtained and the budget details for the Action. The level of detail in any report should match that of the Description of the Action and of the Budget for the Action.

2.4 The narrative report shall directly relate to this Agreement and shall at least include:

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- Summary and context of the Action;
- Activities carried out during the reporting period (i.e. directly related to the Action description and activities foreseen in this Agreement);
- Difficulties encountered and measures taken to overcome problems;
- Changes introduced in implementation;
- Achievements/results by using the indicators included in this Agreement;
- Work plan for the following period including objectives and indicators of achievement. If the report is sent after the end of the period covered by the preceding work plan, a new work plan, albeit provisional, is always required before such date.

2.5 The final report shall contain the above information (excluding the last indent) covering the whole Implementation Period of this Agreement, information on the measures taken to identify the European Union as the source of financing and details on the transfers of assets mentioned in Article 7.3 if relevant, plus a full summary of the Action's income and expenditure and payments received.

2.6 The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:

if payments follow option 1 in Article 15.1:

- a progress report shall be forwarded to the Contracting Authority at the end of every 12-month period, where the Implementation Period of this Agreement is longer;
- a final report shall be forwarded to the Contracting Authority within six months of the end of the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions;

if payments follow option 2 in Article 15.1:

- a progress report shall accompany every request for interim payment / pre-financing;
- the final report shall be forwarded to the Contracting Authority within six months of the end of the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions.

2.7 Reports shall be submitted in Euro, and may be drawn from financial statements denominated in other currencies as per the Organisation's legislative requirements. In such case and for the purpose of reporting, conversion into Euro shall be made using the rate of exchange at which the Contracting Authority's contribution was recorded in the Organisation's accounts, unless otherwise specified in article 4(3) of the Special Conditions.

2.8 Any additional reporting requirement will be set out in the Special Conditions.

2.9 If the Organisation fails to supply a final report by the final report deadline laid down in Article 2.6, and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may refuse to pay any outstanding amount and recover any amounts unduly paid.

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Furthermore, where the Organisation fails to present a progress report and where relevant a request for payment by the end of each 12-month period following the date laid down in Article 2(2) of the Special Conditions, the Organisation shall inform the Contracting Authority of the reasons why it is unable to do so, and shall provide a summary of the state of progress of the Action. If the Organisation fails to comply with this obligation, the Contracting Authority may terminate the Agreement in accordance with the first indent of Article 12.2, refuse to pay any outstanding amount and recover any amounts unduly paid.

2.10 In addition to the above mentioned reports, the Organisation will ensure that progress and situation reports, publications, press releases and updates, relevant to this Agreement, are communicated to the Contracting Authority as and when they are issued.

The Organisation and the Contracting Authority will further endeavour to promote close collaboration and exchange of information on the Action. The Organisation will invite the European Commission to join any donor committee which may be set up in connection with Multi-Donor Actions.

2.11 In any event the Organisation shall inform the Contracting Authority without delay of any circumstances likely to hamper or delay the implementation of the Action.

Article 3 - LIABILITY

3.1 The Organisation shall have sole responsibility for complying with any legal obligation incumbent on it.

3.2 The Contracting Authority may 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. Therefore, the Contracting Authority may not accept any claim for compensation or increases in payment in connection with such damage or injury.

3.3 Subject to the rules governing the Organisation's privileges and immunities, the Organisation shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Action. The Organisation shall discharge the Contracting Authority of all liability associated with any claim or action brought as a result of an infringement by the Organisation or the Organisation's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

Article 4 - CONFLICT OF INTERESTS

The Organisation undertakes to take all necessary precautions to avoid conflicts of interests and shall inform the Contracting Authority without delay of any situation constituting or likely to lead to any such conflict.

There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

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Article 5 - CONFIDENTIALITY

Subject to Article 16, the Contracting Authority and the Organisation undertake to preserve the confidentiality of any document, information or other material directly related to the Agreement and duly classified as confidential, until at least five years after the end date as specified in Article 12.5. Where the European Commission is not the Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority, and will maintain the same confidentiality.

Article 6 - VISIBILITY AND TRANSPARENCY

6.1 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 European Union. Information given to the press, the beneficiaries of the Action, 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 in an appropriate way the European logo (twelve yellow stars on a blue background). Such measures shall be carried out in accordance with the Communication and Visibility Manual for EU External Actions laid down and published by the European Commission, or any other guidelines agreed between the European Commission and the Organisation.

It is understood that the Organisation's equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Union, the Organisation shall include appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo (twelve yellow stars on a blue background) provided that such actions do not jeopardise the Organisation's privileges and immunities and the safety and security of the Organisation's staff.

6.2 The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation's privileges and immunities.

6.3 All publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been 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."

6.4 If the equipment bought with a European Union contribution is not transferred to local partners of the Organisation or the final recipient of the Action at the latest when submitting the final report, the visibility requirements as regards this equipment (in particular display of the European logo) shall continue to apply between submission of the final report and the end of the overall project, programme or action of the Organisation, if the latter is longer.

6.5 Publicity pertaining to European Union contributions shall quote these contributions in Euro (€ or EUR), in parenthesis if necessary. The Organisation's publications and reports prepared in response to, and in accordance with, its legislative directives are excluded from this provision.

6.6 The Organisation accepts that the Contracting Authority and the European Commission (where it is not the Contracting Authority) publish in any form and medium, including on their websites the name and address of the Organisation, the purpose of the contribution as well as the amount contributed and if relevant the percentage of co-financing.

Upon a duly substantiated request by the Organisation, the European Commission may agree to forego such publicity if disclosure of the above information would risk threatening the Organisation's safety or harming its interests.

6.7 With due regard to the applicable rules on confidentiality, security and protection of personal data, the Organisation shall publish, on an annual basis, including by electronic means such as Internet, the following information on grant and procurement contracts financed by the Contracting Authority: title of the contract/project, name and nationality of the contractor or grant beneficiary and amounts of the contract/project. For Multi-donor Actions, the level of information shall comply with the Organisation's rules and procedures pertaining to ex-post publicity.

6.8 The Organisation shall provide to the Contracting Authority the address of the website where this information can be found and shall authorise the publication of such address in the Contracting Authority's internet site.

The Organisation ensures that the obligation to publish this information shall be also applied by its implementing partners as described in Annex I of this Agreement, with regard to their own grant and procurement contracts financed by the Contracting Authority.

Article 7 - OWNERSHIP/USE OF RESULTS AND EQUIPMENT

7.1 Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties or as may otherwise be agreed by the Organisation.

7.2 Notwithstanding the provisions of the first paragraph and subject to Article 5, the Organisation shall grant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

7.3 Unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies paid for by the Contracting Authority's funding shall be transferred to local authorities or local partners (excluding commercial contractors) of the Organisation or to the final recipients of the Action at the latest when submitting the final report. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in Article 16.3.

By way of derogation from the preceding paragraph, the equipment, vehicle and supplies purchased in the framework of multi-donor actions which continue after the end of the Implementation Period of this Agreement, may be transferred to these local authorities, partners or final recipients at the end of the project, programme or action of the Organisation. The Organisation pledges to use the assets to the benefit of those benefiting from the present Action. The Organisation shall inform the Contracting Authority on the end use of the assets in the final report.

In the event that there are no local authorities or partners to whom the equipment, vehicles and supplies could be transferred, the Organisation may transfer the assets to another action funded by the European Union or Contracting Authority or, exceptionally, retain ownership of the equipment, vehicles and supplies at the end of the Action. In such cases, it should submit a justified written request with an inventory listing the items concerned and a proposal concerning their use in due time and at the latest with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action or result in a profit for the Organisation.

Article 8 - EVALUATION OF THE ACTION

8.1 Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Action. The results of such missions shall be reported to the European Commission.

8.2 Article 8.1 is without prejudice to any evaluation mission which the European Commission as a donor may wish to perform. Evaluation missions by representatives of the European Commission should be planned and completed in a collaborative manner between the Organisation's staff and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of this Agreement. These missions are to be planned ahead and procedural matters are to be agreed upon by the European Commission and the Organisation in advance. The mission will offer to make a draft of its report available to the Organisation for comments prior to final issuance.

Article 9 - AMENDMENT OF THE AGREEMENT

9.1 Any modification to the Agreement, including the annexes thereto, shall be set out in writing in an amendment.

If the request for an amendment comes from the Organisation, the latter shall submit that request to the Contracting Authority one month before the amendment is intended to enter into force, unless there are special circumstances duly substantiated by the Organisation and accepted by the Contracting Authority.

9.2 Where a modification to the Description of the Action and/or the Budget does not affect the basic purpose of the Action 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 15 % or less of the amount originally entered (or as modified by a formal amendment) in relation to each concerned heading for eligible costs, the Organisation may amend the Budget and shall inform the Contracting Authority accordingly in writing. This method shall not be used to amend headings for administrative costs or the contingency reserve.

Changes of address and changes of bank account may simply be notified in writing to the Contracting Authority. Changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

Article 10 - CONTRACTING

10.1 If parts of the Action are contracted, the contracting arrangements, including in particular the principles for the award of procurement and grants, shall be as specified in the Description of the Action. If they are not specified therein, the Organisation will present them to the Contracting Authority as soon as they are available. The

Organisation will also inform the Contracting Authority, with as much prior notice as possible, of changes in these arrangements. The Organisation will provide detailed information on contracting arrangements in the final report.

10.2 Unless otherwise agreed by the Parties in writing, the procurement of any goods, works or services and the award of grants by the Organisation and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Organisation.

This is based on the understanding that the Organisation's rules and procedures conform to internationally accepted standards, in compliance with the principles of transparency, proportionality, sound financial management, equal treatment and non discrimination, care being taken to avoid any conflict of interests.

Without prejudice to the specific procedures and exceptions applied by the Organisation, the award by the Organisation of grants financed by the Contracting Authority's contribution shall comply with the following principles:

- grants shall not be cumulative, awarded retrospectively or have the purpose or effect of producing a profit for the grant beneficiary;

- grants must involve co-financing from other donors, save in cases of humanitarian and crisis situation, the protection of health and fundamental rights of people, where the grant beneficiaries are third countries or other international organisations and where it is in the interest of the European Union to be the sole donor.

10.3 If allowed by the applicable regulatory provisions of the European Union, 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. In any event goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.

In all other cases the partners, contractors, experts and goods, the cost of which are financed out of the Contracting Authority's contribution, shall originate in the European Union or the country or countries eligible under the programme of which the Action is part. Any departure from the rules of origin and nationality set out above is subject to the specific provisions of the applicable regulatory provisions of the European Union.

10.4 The Organisation shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and grant beneficiaries shall be excluded from the participation in a procurement or award procedure financed by the Contracting Authority's contribution, if these persons:

- are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;

- have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests;

- 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.

- expose a conflict of interest.

10.5 In the event of failure to comply with the above provisions the relevant costs shall not be eligible for funding by the Contracting Authority.

Article 11 - IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, FORCE MAJEURE

11.1 Irrespective of the starting date and implementation period of the project, programme or action of the Organisation, the Implementation Period of this Agreement shall be as set out in Article 2 of the Special Conditions

11.2 The Organisation may suspend without delay implementation of all or part of the Action if circumstances so require, in particular in case of *force majeure*, provided that it informs the Contracting Authority immediately and providing all the necessary details. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and may resume implementation of the Action once the conditions allow, and shall inform the Contracting Authority accordingly.

11.3 The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances so require in particular in case of *force majeure*. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.

11.4 The Implementation Period of this Agreement is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions or to Article 12.1.

11.5 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party. Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*. Without prejudice to Articles 11.2 and 11.3 above, the Party invoking *force majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

Article 12 - TERMINATION OF THE AGREEMENT

12.1 If, at any time, either Party believes that the purposes of this Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing

agreement on a solution, either Party may terminate this Agreement by serving two months' written notice. In this event, the Organisation shall be entitled to payment of the contribution only for the part of the Action carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Action, which the Organisation cannot reasonably terminate on legal grounds. The part of the contribution relating to activities not yet performed, or to the unperformed part of certain activities, shall be recovered by the Commission in accordance with Articles 17 and 18.

12.2 Where the Organisation:

- fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;
- fails to comply with articles 1.5, 1.6 or 4;
- makes false or incomplete statements to obtain the contribution provided for in the Agreement or provides reports that do not reflect reality;
- commits financial irregularities or is guilty of grave professional misconduct;
- undergoes legal, financial, technical or organisational change that is liable to affect this Agreement substantially or to call the award decision into question;

the Contracting Authority will enter into discussions with the Organisation and, failing a proper solution within one month, may terminate this Agreement, after giving seven days' notice, and without paying compensation of any kind. In that event the Contracting Authority may demand full or partial repayment of any amounts unduly paid, after allowing the Organisation to submit its observations.

12.3 Prior to or instead of terminating the Agreement as provided for in Article 12.2, the Contracting Authority may suspend payments or may challenge the eligibility of expenses as a precautionary measure, informing the Organisation immediately.

12.4 This Agreement shall be automatically terminated if it has not given rise to a payment by the Contracting Authority (including pre-financing) within three years of its signature.

12.5 Unless this Agreement is earlier terminated pursuant to Article 12, the payment obligations of the European Union hereunder shall cease at the "end date", which shall occur 18 months after the end of the Implementation Period as defined in Article 2 of the Special Conditions.

The Contracting Authority notifies the Organisation of any postponement of the end date. The Contracting Authority shall postpone the end date, so as to be able to fulfil its payment obligations, in all cases where the Organisation has filed the payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in Article 13.

Article 13 - SETTLEMENT OF DISPUTES

13.1 The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination. In default of amicable settlement, any Party may refer the matter

to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this Agreement.

13.2 The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.

13.3 Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

FINANCIAL PROVISIONS

Article 14 - ELIGIBLE COSTS

14.1 To be considered eligible as direct costs under this Agreement, costs must:

- be necessary for carrying out the Action, be provided for specifically in this Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;

- have been actually incurred during the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions with the exception of costs relating to final reports, expenditure verification and evaluation of the Action.

- be recorded in the Organisation's or Organisation's partners' accounts, be identifiable, backed by effective supporting evidence (originals, as the case may be in electronic form), and verifiable pursuant to the provisions of Article 16.4.

14.2 Subject to the above and without prejudice to Article 10.5, the following direct costs of the Organisation or its implementing partners may in particular be eligible:

- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs (including in the form of provisions made in accordance with the Organisation accounting rules in case of Joint Management Action). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs shall not exceed those normally borne by the Organisation or partners;

- travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;

- purchase costs for equipment (new or used) which are attributable to the Action;

- purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;

- costs directly arising out of, or related to, accepting or distributing contributions in kind;

- costs of consumables and supplies directly attributable to the Action;

- expenditure on contracting directly attributable to the Action;

- the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;

- costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).

14.3 The following costs shall not be considered eligible, whether or nor presented as being related to the Action:

- debts and debts service charges;

- provisions for losses or potential future liabilities;

- interest owed by the Organisation to any third party;

- items already financed from other sources;

- purchases of land or buildings;

- currency exchange losses;

- taxes, duties and charges charged to the Organisation, unless the Organisation (or, where applicable, its partners) can show it cannot reclaim and the applicable regulations do not exclude coverage of taxes.

14.4 A fixed percentage of direct eligible costs, not exceeding 7 %, may be claimed as indirect costs by the Organisation to cover the administrative overheads incurred for the Action. The flat-rate funding in respect of indirect costs does not need to be supported by accounting documents.

Subject to the above, for comparable Actions and Actions where there is more than one donor the amount claimed as indirect costs shall not, in percentage terms, be higher or lower than for other comparable contributions.

Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of this Agreement.

Indirect costs may be charged on the value of in-kind commodities delivered by the Contracting Authority, including their associated costs.

Where the rates applied in accordance with the Organisation's governing bodies' decisions exceed 7%, the Organisation may recover the balance as direct eligible costs, subject to the provisions governing direct eligible costs referred to in this Article 14 being fulfilled.

Indirect costs shall not be eligible where the Agreement concerns the financing of an action where the Organisation is already receiving an operating grant from the European Union during the period in question.

14.5 Any contingency reserve included in the Budget of the Action, to cover any adjustment necessary in the light of changed circumstances on the ground, may not exceed 5% of eligible costs and shall only be used with the prior written (by letter) authorisation of the Contracting Authority, upon a duly justified request from the Organisation.

14.6 Contributions in kind made by the Organisation or its partners may be considered neither as co-financing nor as eligible costs. The cost of staff assigned to the Action is not a contribution in kind and may be considered as co-financing in the Budget for the Action when paid by the Organisation or its partners.

Article 15 - PAYMENTS

15.1 Payment procedures are set out in Article 4 of the Special Conditions and follow one of the two options below:

Option 1: When the implementation period of the Agreement does not exceed 12 months or the contribution is less than EUR 100 000

The Contracting Authority will provide a pre-financing from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 45 days of receiving the Agreement signed by both Parties.

The Contracting Authority will pay the balance within 45 days of approving the final report.

Option 2: When the implementation period of the Agreement exceeds 12 months and the contribution is of EUR 100 000 or more

The Contracting Authority will provide a pre-financing from 80% to 95% of that part of the forecast budget for the first 12 months of the Action which is being financed by it (excluding contingencies) within 45 days of receiving the Agreement signed by both Parties.

Each further instalment will consist of (1) an interim payment that will cover the remainder of the Contracting Authority's part of the actual budget for the previous period (including any approved contingencies) and (2) a pre-financing from 80% to 95% of that part of the forecast budget for the subsequent 12-month period (or of the remaining period if shorter as regards the last instalment of pre-financing) which is financed by it (excluding contingencies), and be made by the Contracting Authority within 45 days of approving a progress report, provided that at least 70% of the immediately preceding instalments (and 100% of previous instalments if any) has been incurred, as proven by the relevant report. For the purpose of this Agreement funds are incurred when they are the subject of a formal legal commitment between the Organisation (or its partners) and a third party. The Contracting Authority will pay the balance within 45 days of approving the final report.

15.2 Any report will be deemed approved 45 days after receipt, accompanied by a request for payment conforming to the model attached as Annex V, if the Contracting Authority has not reacted.

If the Contracting Authority does not intend to approve a report, as submitted, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the first 45-day period. The deadline for approving the report shall be suspended pending the receipt of the requested information. If the Contracting Authority deems that a payment request cannot be met,

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it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the second 45-day period. The payment period shall be suspended pending the registration of a properly formulated payment request.

Reports shall be presented in accordance with the stipulations of Article 2.

Approval of a report does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

15.3 On expiry of the payment period specified in Article 15.1, the Organisation may, within two months of receiving late payment, demand interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which payment was due, increased by three and a half percentage points.

The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

The interest shall not be treated as an income for the purposes of determining the final amount of European Union financing within the meaning of article 17. The suspension of payment by the Contracting Authority may not be considered as late payment.

15.4 The level of pre-financing referred to in Article 15.1 above shall be set at a level of between 80% and 95 % in 5% increments taking into account past record of the Organisation in particular as regards timely submission of the final report.

15.5 The Contracting Authority will make payments in Euro into the bank account referred to in the financial identification form in Annex IV. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Beneficiary may provide a copy of the relevant financial identification form.

15.6 Where feasible, the funds paid by the Contracting Authority shall be maintained in Euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.

15.7 For Joint Management and/or Multi-Donor Actions, the Organisation's rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.

In all other cases, interest earned by the Organisation on funds received from the Contracting Authority shall be identified as such and reflected in reports to the Contracting Authority. In such cases, subject to the conditions provided for in the applicable regulations of the European Union:

- for pre-financing equal or below EUR 250 000 (or for crisis management, equal or below EUR 750 000 per agreement at the end of each financial year and for projects of a duration of more than 12 months), interests earned on such pre-financing shall not be due to the Contracting Authority.

- for pre-financing exceeding the amounts indicated above and below EUR 750 000 (except in case of crisis management), interest earned on such pre-financing shall be assigned to the Action and deducted from the payment of the final amount due to the

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Organisation, unless the Contracting Authority requests the Organisation to reimburse the interest generated by pre-financing before the payment of the balance.

- for pre-financing exceeding EUR 750 000, the amount of earned interests on such pre-financing shall be recovered by the Contracting Authority for each reporting period following the implementation of the Agreement at the end of the financial year.

Article 16 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. Separate accounts shall be kept for each Action, and shall detail all income and expenditure.

The accounting regulations and rules of the Organisation shall apply. This is based on the understanding that these regulations and rules conform to internationally accepted standards.

16.2 Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the Organisation. A copy of the audited financial statements shall be submitted to the European Commission by the Organisation.

16.3 The Organisation shall, until at least five years after the end date as specified in article 12.5:

- keep financial accounting documents concerning the activities financed by the contribution and,
- make available to the competent bodies of the European Union, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Organisation or by its implementing partners or contractors.

16.4 In conformity with its financial regulations, the European Union, including its Court of Auditors, may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.

16.5 These provisions shall be applied in accordance with any specific agreement concluded in this respect by the Organisation and the European Union.

Article 17 - FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY

17.1 The final amount to be paid by the Contracting Authority to the Organisation shall not exceed the maximum contribution established by Article 3(2) of the Special Conditions, even if the overall actual expenditure exceeds the estimated total budget set out in Annex III.

17.2 Where Article 3(2) of the Special Conditions sets out a maximum percentage of estimated total eligible cost to be financed by the Contracting Authority, and if the eligible costs at the end of the Action are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the contribution of the Contracting Authority may be limited to the amount resulting from multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.

Where the percentage set out in article 3(2) of the Special Conditions is likely to change in the course of implementation, the Organisation shall consult the Contracting Authority without delay so as to agree on appropriate measures, in accordance with Article 9.

17.3 The Organisation accepts that the contribution of the Contracting Authority shall be limited to the amount required to balance income and expenditure for the Action and that it may not in any circumstances result in a surplus for the Organisation.

In the event of a final surplus balance of total financing over expenditures at the financial closure of the Action, the Organisation shall specify in the final report the amount of the surplus balance in the holding currency used by the Organisation together with the estimated amount in Euro and where the exchange rate of the Organisation can be consulted. This surplus in the Organisation's accounts expressed in holding currency used by the Organisation shall be converted into Euro using the rate of exchange of the Organisation in force on the day when the Contracting Authority's internal recovery order is established, which amount is later reflected in the debit note sent to the Organisation. The resulting Euro equivalent shall then be refunded to the Contracting Authority. This provision shall not apply to the exchange rates used for reporting.

17.4 In cases where the Action is suspended or not completed within the Implementation Period of this Agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied, including interest earned where applicable, will be reimbursed to the Contracting Authority.

17.5 Where the Action is not carried out at all, or is not carried out properly, in full or on time and without prejudice to its right to terminate this Agreement pursuant to Article 12.2, the Contracting Authority may, after allowing the Organisation to submit its observations and without prejudice to Article 13, reduce the contribution pro rata the actual implementation of the Action on the terms laid down in this Agreement.

Article 18 - RECOVERY

18.1 Where recovery is justified, the Organisation shall repay to the Contracting Authority within 45 days of the issuing of a letter (debit note) by which the Contracting Authority reclaims from the Organisation, any amounts paid in excess of the final amount due.

18.2 If the Organisation fails to repay by the due date, the sum due shall bear interest at the rate indicated in article 15.3. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

18.3 Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Organisation, after informing it accordingly. The Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in instalments.

18.4 Bank charges incurred from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.

Annexe III

Budget de l'Action

Annex III. Budget for the Action[1]	All Years				Year 1[2]			
Costs	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)
1. Human Resources								
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)[4]								
1.1.1 Technical	Per month				Per month			
1.1.2 Administrative/ support staff	Per month	14	1.073	15.024	Per month	14	1.073	15.024
1.2 Salaries (gross salaries including social security charges and other related costs, expat/int. staff)	Per month	21	5.206	109.320	Per month	21	5.206	109.320
1.3 Per diems for missions/travel[5]								
1.3.1 Abroad (staff assigned to the Action)	Per diem	3.072	180	553.150	Per diem	3.072	180	553.150
1.3.2 Local (staff assigned to the Action)	Per diem				Per diem			
1.3.3 Seminar/conference participants	Per diem				Per diem			
Subtotal Human Resources				677.493				677.493
2. Travel[6]								
2.1. International travel	Per flight	207	898	185.975	Per flight	207	898	185.975
2.2 Local transportation	Per month				Per month			
Subtotal Travel				185.975				185.975
3. Equipment and supplies[7]								
3.1 Purchase or rent of vehicles	Per vehicle	110	3.624	398.669	Per vehicle	110	3.624	398.669
3.2 Furniture, computer equipment	Per cartdrige	29	51	1.470	Per unit	29	51	1.470
3.3 Machines, tools...								
3.4 Spare parts/equipment for machines, tools								
3.5 Other (please specify)								
Subtotal Equipment and supplies				400.139				400.139
4. Local office								
4.1 Vehicle costs	Per month				Per month			
4.2 Office rent	Per month	2	4.410	8.820	Per month	2	4.410	8.820
4.3 Consumables - office supplies	Per month	2	4.226	8.453	Per month	2	4.226	8.453
4.4 Other services (tel/fax, electricity/heating, maintenance)	Per month	2	7.350	14.700	Per month	2	7.350	14.700
Subtotal Local office				31.974				31.974
5. Other costs, services[8]								
5.1 Publications[9]		1	7.350	7.350		1	7.350	7.350
5.2 Studies, research[9]								
5.3 Expenditure verification	Per unit	1	15.000	15.000	Per unit	1	15.000	15.000
5.4 Evaluation costs	Per unit	1	15.000	15.000	Per unit	1	15.000	15.000
5.5 Translation, interpreters	Per month	2	1.838	3.675	Per month	2	1.838	3.675
5.6 Financial services (bank guarantee costs etc.)								
5.7 Costs of conferences/seminars[9]	Per month	2	5.513	11.025	Per month	2	5.513	11.025
5.8. Visibility actions[10]	Per unit	1	500	500	Per unit	1	500	500
Subtotal Other costs, services				52.551				52.551
6. Other (Miscellaneous expenses)	Per day	2.757	5	13.206	Per day	2.757	5	13.206
7. Subtotal direct eligible costs of the Action (1-6) (excluding taxes)				1.361.337				1.361.337
8. Provision for contingency reserve (3% of direct costs)				37.528				37.528
9. Total direct eligible costs of the Action (7+8) (excluding taxes)				1.398.865				1.398.865
10. Indirect costs (7%)				97.921				97.921
11. Total eligible costs (9+10) (excluding taxes)				1.496.786				1.496.786
12. Taxes[11]				-				-
13. Total eligible/accepted[12] costs of the Action (11+12)				1.496.786				1.496.786

Justification of the Budget for the Action

Costs	All Years	
	Clarification of the budget items	Justification of the estimated costs
1. Human Resources		
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)		
1.1.1 Technical		
1.1.2 Administrative/ support staff	Activity 4	
1.2 Salaries (gross salaries including social security charges and other related costs, expat/int. staff)	All activities	
1.3 Per diems for missions/travel		
1.3.1 Abroad (staff assigned to the Action)	All activities	
1.3.2 Local (staff assigned to the Action)		
1.3.3 Seminar/conference participants		
Subtotal Human Resources		
2. Travel		
2.1. International travel	Activities 3, 4 and 10	
2.2 Local transportation		
Subtotal Travel		
3. Equipment and supplies		
3.1 Purchase or rent of vehicles	Activities 3, 4 and 9	
3.2 Furniture, computer equipment	Activities 3 and 4	
3.3 Machines, tools...		
3.4 Spare parts/equipment for machines, tools		
3.5 Other (please specify)		
Subtotal Equipment and supplies		
4. Local office		
4.1 Vehicle costs		
4.2 Office rent	All activities	
4.3 Consumables - office supplies	Activities 3, 4 and 9	
4.4 Other services (tel/fax, electricity/heating, maintenance)	Activities 3, 4 and 9	
Subtotal Local office		

5. Other costs, services		
5.1 Publications	Activity 10	
5.2 Studies, research		
5.3 Expenditure verification	All activities	
5.4 Evaluation costs	All activities	
5.5 Translation, interpreters	Activities 1 and 2	
5.6 Financial services (bank guarantee costs etc.)		
5.7 Costs of conferences/seminars	Activities 1,2,3,4,6,7 and 8	
5.8. Visibility actions	All activities	
Subtotal Other costs, services		

	All Years	
Costs	Clarification of the budget items[1]	Justification of the estimated costs[2]
6. Other	All activities	
Subtotal Other		
7. Subtotal direct eligible costs of the Action (1-6) (excluding taxes)		
8. Provision for contingency reserve (maximum 5% of 7, subtotal of direct eligible costs of the Action) (excluding taxes)		
9. Total direct eligible costs of the Action (7+ 8) (excluding taxes)		
10. Administrative costs (maximum 7% of 9, total direct eligible costs of the Action) (excluding taxes)		
11. Total eligible costs (9+10) (excluding taxes)		
12. Taxes		
13. Total eligible/accepted costs of the Action (11+12)		

1. 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 in the Description of the Action).

2. Provide a justification of the calculation of the estimated costs. Note that the estimation should be based on real costs, as described in section 2.1.4 of the Guidelines for Grants Applicants

Sources of funding

		Amount EUR	Percentage of total %
EU contribution sought in this application		500.000,00	33%
Contribution(s) from other European Union Institutions or EU Member States			
Name	*Conditions*		
LUXEMBOURG	*Accepts 12% ICR*	3.562,66	0%
PORTUGAL	*Accepts 12% ICR*	3.675,11	0%
FRANCE	*Accepts 12% ICR*	100.000,00	7%
SUB TOTAL		107.237,77	7%
Contributions from other organisations/Countries			
Name	*Conditions*		
USAID	*Accepts 11% ICR*	562.031,74	38%
BRAZIL	*Accepts 11% ICR*	103.602,38	7%
CHILE	*Accepts 11% ICR*	22.050,71	1%
CHINA	*Accepts 12% ICR*	18.375,59	1%
CANADA	*Accepts 11% ICR*	30.000,00	2%
NORWAY	*Accepts 12% ICR*	139.046,20	9%
SWITZERLAND	*Accepts 12% ICR*	14.541,61	1%
SUB TOTAL		889.648,23	59%
OVERALL TOTAL		1.496.786,00	

Annexe IV

Fiche «signalétique financier »

15/03/2011 16:21:10

Tiers

Infos générales Entités légales

Identification

Réf. Compte bancaire (FCB)	0000020824 Référence Compte Bancaire	**Statut**	VALID

Informations

Nom officiel	ORGANIZATION OF AMERICAN STATES	Sigle	ORGNZT
Adresse	1889 F STREET NW	Boîte postale	
Code postal	20006	Province	
Localité	WASHINGTON DC	**Zone bénéficiaire de l'action**	US - Etats-Unis
Langue	EN - Anglais	Numéro de TVA	
Modalité de paiement	VIR - Bank transfers	**Client/Fournisseur**	VENDOR
Compte payeur de réserve			

Remarques Loaded on 26/01/2011 (20110126113835)

Compte bancaire

Nom officiel	BANK OF AMERICA, N.A.	**Devise de paiement**	
Compte bancaire	002080125354	IBAN	
Adresse	CALIFORNIA STREET 555	Boîte postale	
Code postal		**Localité**	SAN FRANCISCO
Zone bénéficiaire de l'action	US - Etats-Unis		

Divers

Raison blocage

Dernière mise à Jour

Login	PRODTEAM	Date de mise à jour	26/01/2011

15/03/2011 16:20:02

Entités légales

Infos générales | Système d'alerte précoce (EWS) | Liste des comptes bancaires | **Adresses courrier**

Identification

Clé Locale 6000069990

Nom ORGANIZATION OF AMERICAN STATES*OAS

Liste des adresses courrier

	No	Statut	Nom adresse	Adresse	Code postal	Localité	Pays
◉	1	VALID	ORGANIZATION OF AMERICAN STATES	17th Street & Constitution Ave. NW	20006-4499	WASHINGTON, DC	Etats-Unis

Nouveau ASSIGN OPER

Détail

Référence Entité Mailing 10191275

Catégorie opérateur

Nom officiel ORGANIZATION OF AMERICAN STATES

Statut VALID

Sigle

Titre

Contact Raoul LAGO / Betilde V. MUNOZ POGOSSIAN

Adresse 17th Street & Constitution Ave. NW

Boîte postale

Code postal 20006-4499

Localité WASHINGTON, DC

Province

Zone géographique US - Etats-Unis

Téléphone

Fax

Courrier électronique

Langue EN - Anglais

Remarques

Dernière mise à Jour

Login BOERALU

Date de mise à jour 11/08/2006

15/03/2011 16:20:47

Entités légales

Infos générales | Système d'alerte précoce (EWS) | Liste des comptes bancaires | Adresses courrier

Nouveau | Modifier | Recherche avancée

Identification

Entité légale (FEL)	6000069990	**Statut**	VALID
Type légal	PULB - Personne morale de droit public	Référence Entité Légale	
Flag Client seulement		Flag d'alerte rapide	

Informations

Nom officiel	ORGANIZATION OF AMERICAN STATES*OAS
Sigle	
Adresse	17TH STREET & CONSTITUTION AV. NW
Boîte postale	000
Code postal	20006
Localité	WASHINGTON DC
Province	
Zone géographique	US - Etats-Unis
Téléphone	1-202-458-3148
Fax	1-202-458-3560
Courrier électronique	CSPRINGER@OAS.ORG
Langue	EN - Anglais
Numéro de TVA	
Autorité enregistrement	
Numéro enregistrement	
Date enregistrement	
Type d'organisation	
Flag Organisation Non Gouvernementale	

Divers

Forme légale		Catégorie du débiteur	27 - Organisations Internationales
Catégorie opérateur	INTORG - Organisation internationale sauf Famille Nations Unies	Bénéficiaire DAC ?	
Site Web	www.oas.org/dsd	Nationalité	US - Etats-Unis

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Remarques

Raison blocage

Dernière mise à Jour

Login	15/12/2009	Date de mise à jour	NPENAPCA

Annexe V

Modèle de demande de paiement

ANNEX V
Request for payment for grant Contract
European Union external actions

<Date of the request for payment>

For the attention of
<address of the Contracting Authority>
<Financial unit/section indicated in the Contract >[1]

Reference number of the grant Contract:
Title of the grant Contract: Name and address of the Beneficiary:
Request for payment number: Period covered by the request for payment:

Dear Sir/Madam,

I hereby request <*[a further] pre-financing payment/payment of the balance*>[2] under the Contract mentioned above.

The amount requested is <*as indicated in Article 4(2) of the Special Conditions of the Contract/the following: ...*>.
Please find attached the following supporting documents:
<- *expenditure verification report (if required by Article 15.6 of the General Conditions of the Contract)*
- *financial guarantee(if required by Article 15.7 of the General Conditions of the Contract)*
- *technical and financial interim report (for further pre-financing payments)*
- *final implementation report (for payment of the balance).* >

The amount covered by the expenditure verification report and claimed for deduction from the sum total of pre-financing under the contract is the following: ...

The payment should be made to the following bank account: <give the account number shown on the financial identification form annexed to the Contract>

I hereby certify that the information contained in this request for payment is complete, faithful and reliable, that the costs incurred can be considered eligible in accordance with the Contract and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully,

< *signature* >

[1] If the Contracting Authority is a service of the European Commission. Please do not forget to send a copy of this letter to the management unit and if appropriate to the European Union delegation mentioned in Article 5(1) of the Special Conditions of the Contract.