

EUROPEAN UNION CONTRIBUTION AGREEMENT

ACA/2020/417-080

(the "Agreement")

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

and

International institute for Democracy and Electoral Assistance
Intergovernmental Organisation
Registration number: 902000-0098
Strömsborg SE-103 34 Stockholm,
Sweden

hereinafter the “**Organisation**”

and

Helvetas Swiss Intercooperation
Registration number: CH02060000160
Weinbergstrasse 22a
8021 Zürich
Switzerland

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

SPECIAL CONDITIONS

Article 1 - Purpose

- 1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action ‘Promoting Good Governance - Support to Civil Society and Bhutanese Parliament engagement with Civil Society Organisations (CSOs)’ as described in Annex I (the “Action”). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 The Action is fully financed by the EU Contribution.
- 1.3 In the performance of the activities, the Organisation shall:
 - a) apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillar assessment. In the event that the ex-ante pillar assessment has raised some reservations, the Organisation shall comply with the ad hoc measures stated in Article 7.
 - b) Apply its own procurement procedures, as assessed in the ex-ante pillar assessment.
 - c) Helvetas Swiss Intercooperation is a non-pillar assessed Partner for the purposes of Annexes II.a and II.b.
- 1.4 The Action is financed under the EU Budget.



- 1.5 The Organisation shall provide a management declaration in accordance with Article 3.10 of Annex II with every progress and final report.

Article 2 - Entry into Force and Implementation Period

Entry into Force

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

Implementation Period

- 2.2 The implementation period of the Agreement (the "Implementation Period") shall commence on: 1 January 2021
- 2.3 The Implementation Period of the Agreement is 36 months.

Article 3 - Financing the Action

- 3.1 The total cost of the Action¹ is estimated at EUR 1.400.000, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 1.400.000 (the "EU Contribution").

The EU Contribution is further limited to 100% of the total eligible costs of the Action.

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

The final amount shall not exceed the amount obtained by applying the percentage laid down in the first subparagraph to the total eligible costs of the Action approved by the Contracting Authority.

Remuneration

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

Interest on pre-financing

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

Article 4 - Payment Arrangements and Reporting

- 4.1 The pre-financing rate is 90 %.
- 4.2 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment: EUR 470,601.90

Further pre-financing instalment(s): EUR 789,398.10 following the end of each reporting period² corresponding to the Contracting Authority's part of the forecast budget for the subsequent 12 months

Forecast balance of the final amount of the EU Contribution (subject to the provisions of Annex II): EUR 140,000.00

- 4.3 The Commission intends to progressively introduce an electronic exchange system for the e-management of contracts and agreements (the "System"). The Organisation will be required to

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

² By default, the reporting period is every 12 months as from the commencement of the Implementation period



register in and use the System to allow for the e-management of Contribution Agreements. The Commission will inform the Organisation in writing at least three months prior to the date of application of the individual components of the System.

As a first step, the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports. This part is now operational, i.e. the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports under this Agreement.

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

- 4.4 In accordance with Article 3.4 of the General Conditions, the Organisation shall provide six monthly succinct narrative reports (max 4 pages) on the implementation of the Action, describing main achievements, challenges and perspectives for the subsequent six-month period.

Article 5 – Communication language and contacts

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

For the Contracting Authority

For the attention of the Head of Finance, Contracts and Audit Section (FCAS)
Delegation of the European Union to Thailand
Athenee Tower, 10th Floor, 63 Wireless Road, Lumpini
Pathumwan, Bangkok 10330 Thailand
Tel: +66 2 305 2600/2700 | Fax: +66 2 305 2799

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

For the attention of the Cooperation Section
Delegation of the European Union to India and Bhutan
Shanti Niketan 5/5
New Delhi 110021- INDIA
Phone: +91 11 6678 1919 | Fax: +91 11 6678 1955

For the Organisation

International institute for Democracy and Electoral Assistance
Strömsborg SE-103 34 Stockholm,
Sweden



- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation, which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be:
- Director of Executive Division
International IDEA
Strömsborg SE-103 34 Stockholm,
Sweden
- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:
- Director of Executive Division
International IDEA
Strömsborg SE-103 34 Stockholm,
Sweden

Article 6 - Annexes

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:
- Annex I: Description of the Action (including the Logical Framework of the Action)
Annex II: General Conditions for Contribution Agreements
Annex II.a: Provisions applicable only to Multi-Partner Contribution Agreements
Annex II.b: Provisions applicable only to a Contribution Agreement resulting from a call for proposals for EU External Action
Annex III: Budget for the Action
Annex IV: Financial Identification Form
Annex V: Standard Request for Payment
Annex VI: Communication and Visibility Plan
Annex VII: Management Declaration template
- 6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II including Annex II.a) and II.b) and those of the other Annexes, the provisions of Annex II including Annex II.a) and II.b) shall take precedence.

Article 7 – Additional specific conditions applying to the Action

- 7.1 The following shall supplement Annex II:
- 7.1.1 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:
- a) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;
b) They fall within one of the following categories:
- i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;

- iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
 - v) costs of consumables and supplies specifically purchased for the operations of the project office;
 - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
 - vii) costs of energy and water specifically supplied for the operations of the project office;
 - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) Where costs of the project office are declared as actual costs, the Organisation declares as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.
- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

7.1.3 By way of derogation from Article 3.8 f), if the EU Contribution is expressed both as nominal amount and as a percentage of total eligible costs of the Action, the full amount of the costs related to the Action needs to satisfy the eligibility conditions of Article 18 of Annex II

7.1.4 Article 23.3 of Annex II shall be supplemented as follows: “Economic resources provided by the Contracting Authority under this Action shall not be made available to, or for the benefit of, third parties - whether entities, individuals or groups of individuals - designated by the EU as subject to restrictive measures in the lists provided at www.sanctionsmap.eu (“EU Restrictive Measures”).

The Organisation shall cooperate with the Contracting Authority in assessing if the third parties - whether entities, individuals or groups of individuals - identified by the Organisation as recipients of funds in connection with the implementation of the respective contribution agreement fall under the scope of EU restrictive measures. In the event that such recipients would fall under the scope of EU restrictive measures, the Organisation shall promptly inform the Contracting Authority.

In such event, the Organisation and the Contracting Authority shall consult each other with a view to jointly determining remedial measures in accordance with their respective applicable legal framework. Such measures may include, but shall not be limited to, the reallocation of the remaining EU Contribution under this Agreement, net of any costs incurred by the Organisation for undertaking any procurement or award procedure.

Where such remedial measures are not feasible, the corresponding amount shall not be charged to the Action or, in the case of Multi-donor Action, to the EU Contribution. This is without prejudice to the suspension or termination of the respective contribution agreement, together with the recovery of any unspent funds contributed by the Contracting Authority to the Organisation.”

7.2 The following shall apply to this Agreement:

7.2.1 Simplified cost options not linked to the achievement of concrete Results (hereinafter referred to as ‘SCOs’), which have not been ex ante-assessed in accordance with article 18.8 of the General Conditions shall be presented, in Annex III, separately from the total eligible costs of the action.

Such SCOs may be included in the total eligible costs of the action, subject to the signature of an amendment by both parties.

7.2.2 The amendment referred to in article 7.2.1 above:

- a) shall be subject, in accordance with article 18.8 of Annex II, to an ex-ante assessment of the eligibility of the SCOs included in Annex III;
- b) shall take effect as from the date of entry into force of the present Agreement;

7.2.3 Article 3 of Annex II shall be supplemented by the following:

‘3.9a Until signature of the amendment referred to in articles 7.2.1 and 7.2.2 of the Special Conditions, the progress report(s) shall also include a separate breakdown of the SCOs, following the structure set out in Annex III, incurred or otherwise subject to a legal commitment with a third party during the reporting period. Approval of such reports shall be without prejudice to articles 7.2.1 and 7.2.2 of these Special Conditions.’

7.2.4 Article 19.1(b) of Annex II shall be supplemented by the following:

‘iv) Until signature of the amendment referred to in articles 7.2.1 and 7.2.2 of the Special Conditions, SCOs that are paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party shall not be taken into account for the purpose of calculating, in accordance with articles 19.1(b)(ii) and 19.1(b)(iii), the amounts of further pre-financing instalments or balance payment due by the Contracting Authority. However, for the avoidance of doubt, requests for further pre-financing instalments and budget forecasts presented in accordance with article 3.7(i) shall include SCOs to be paid by the Organisation to its staff or otherwise be subject to a legal commitment with a third party for the next reporting period.’

7.2.5 Article 19 of Annex II shall be supplemented by the following:

‘19.2a In addition to Article 19.2 and in case the Organisation submits a payment request after the signature of the amendment referred to in articles 7.2.1 and 7.2.2 of the Special Conditions, the financial reports accompanying such payment request shall cover the total amount of eligible SCOs incurred or otherwise subject to a legal commitment with a third party from the beginning of the Action. For the avoidance of doubt, the financial reports accompanying any subsequent payment requests submitted by the Organisation shall only cover the amount of eligible SCOs incurred or otherwise subject to a legal commitment with a third party during the reporting period covered by such financial reports.’

7.2.6 Article 20 of Annex II shall be supplemented by the following:

‘20.4 The final amount of the EU contribution may only be determined after the ex-ante assessment of the eligibility of SCOs included in Annex III, and, if applicable, after the conclusion of an amendment, in accordance with articles 7.2.1 and 7.2.2 of the Special Conditions.’



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

For the Organisation

Name Dr. Kevin Casas-Zamora

Position Secretary-General

Signature



Date 22/12/2020

For the contracting authority

Name Daniel Hachez

Title Head of Cooperation

Signature [E-signed]

Date 21/12/2020

