

EUROPEAN UNION CONTRIBUTION AGREEMENT

NDICI/2024/455-942
(the "Agreement")

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

United Nations Population Fund (UNFPA)
International Organisation
605 Third Avenue, Fifth Floor,
New York, NY, 10158
United States of America (USA),
hereinafter the "**Organisation**"

and

United Nations Development Programme (UNDP)
International Organisation
One UN Plaza
10017 – New York, USA,

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 "Establishment of the Harmonized National Management Information System (HN-MIS)" as described in Annex I (the "Action"). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 The Action is a Multi-Donor Action and the EU Contribution is not earmarked.
- 1.3 The Organisation declares that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

In the performance of the activities, the Organisation shall:

- Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment, complemented with the ad-hoc measures laid down in Article 7, and
- Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment, complemented with the ad-hoc measures laid down in Article 7.

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

UNDP is a pillar-assessed Partner for the purposes of this Agreement.

In the performance of the activities, UNDP shall:

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

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

1.4 The Action is financed under Neighbourhood, Development and International Cooperation Instrument (NDICI Global Europe).

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

UNDP shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.

1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement (FAFA) between the European Union and the United Nations signed on 29 April 2003 and as amended on 31 December 2018.

Article 2 - Entry into Force and Implementation Period

Entry into Force

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

Implementation Period

2.2 The Implementation Period of the Agreement (the "Implementation Period") shall commence on the date when the last Party signs.

2.3 The Implementation Period of the Agreement is 36 months.

Article 3 - Financing the Action

3.1 The total cost of the Action¹ is estimated at USD ("Currency of the Agreement") 3,155,665 as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 2,800,000 which is estimated at USD 2,994,880 (the "EU Contribution").

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

Remuneration

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

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

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

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

Interest on pre-financing

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

Article 4 - Payment Arrangements and Reporting

4.1 The pre-financing rate is 100%.

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

First pre-financing instalment: USD 1,236,410.00

Further pre-financing instalment(s): USD 1,758,470.00

following the end of the 1st and 2nd reporting period, corresponding to the Contracting Authority's part of the forecast budget for the subsequent 12 months.

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

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

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

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

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

Article 5 – Communication language and contacts

5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.

5.2 Subject to Article 4.3, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority's contract number and the title of the Action, and shall be dispatched to the addresses below.

5.3 Subject to Article 4.3, any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

Delegation of the European Union to the Republic of Malawi
For the attention of the Head of the Finance, Contracts and Audit Section
Petroda House, Area 18 interchange, off Presidential Way and M1
P.O Box 30102
Lilongwe
Email: DELEGATION-MALAWI-HOFCA@eeas.europa.eu

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

Delegation of the European Union to the Republic of Malawi
For the attention of the Head of Cooperation
Petroda House, Area 18, interchange Presidential Way and M1
P.O Box 30102
Lilongwe
Email: delegation-malawi-hoc@eeas.europa.eu

For the Organisation

For the attention of the Country Representative
United Nations Population Fund
Evelyn Court, Area 13
P.O. Box 30135, Lilongwe, Malawi

- 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: *Mr. Moncef Ghrib, Director, Office of Audit and Investigation Services (OAIS), United Nations Population Fund.*
- 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:
Ms. Birgit Van Hout, Director, UNFPA Representation Office in Brussels, Boulevard du Régent 37-40, 1000 Brussels

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 IIa: Provisions applicable only to Multi-Partner Contribution Agreements
 - Annex III: Budget for the Action
 - Annex IV: Financial Identification Form
 - Annex V: Standard Request for Payment
 - Annex VI: Management Declaration template.

- 6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II including Annex II.a) and those of the other Annexes, the provisions of Annex II including Annex II.a) shall take precedence.

Article 7 – Additional specific conditions applying to the Action

7.1 The following shall supplement Annex II:

7.1.1 Pursuant to Article 2 of Annex II the Organisation shall apply the following ad hoc measures:

7.1.1.1 In order to address all the findings raised by the Ex-Ante Pillar-Assessment of UNFPA's rules and procedures related to the exclusion from access to funding, the publication of information on recipients and the protection of personal data, UNFPA commits to implement the corresponding recommendations, or equivalent actions addressing such recommendations' underlying findings, including the roadmap, concerning the rules and procedures related to the exclusion from access to funding, publication of information on recipients and the protection of personal data, as reflected in the final report of UNFPA's Ex-Ante Pillar Assessment of 20 September 2022.

7.1.1.2 UNFPA will notify the European Commission, in writing, confirming that it has taken appropriate measures to address all the recommendations and their underlying findings, including the roadmap, referred to under Article 7.1.1.1 of the Special Conditions, consistent with the UN's status under international law, its privileges and immunities and its regulatory framework. Upon receipt of such notification and further to the European Commission's consideration of the information provided by UNFPA, the European Commission and UNFPA will consult and, where appropriate, agree on discontinuing the present ad hoc measures. The Commission recognises that such ad hoc measures are without prejudice to UNFPA's status under international law, its privileges and immunities and its regulatory framework, and that funds will continue to be administered in accordance with UNFPA's regulatory framework.

7.1.1.3 For the implementation of Article 20 of Annex II, UNFPA will require that recipients of funds originating from contributions from the EU under this Agreement provide UNFPA with a declaration confirming that neither they, nor any person having powers of representation, decision-making or control over them, nor any member of their administrative, management or supervisory body have been in one of the exclusion situations referred to in point 2.1 a) of Annex 2a of the Terms of Reference for the Ex-Ante Pillar-Assessment, namely:

- a) bankruptcy, insolvency or winding-up procedures;
- b) breach of obligations relating to the payment of taxes or social security contributions;
- c) grave professional misconduct, including mis-representation;
- d) fraud;
- e) corruption;
- f) conduct related to a criminal organisation;
- g) money laundering or terrorist financing;
- h) terrorist offences or offences linked to terrorist activities;
- i) child labour and other trafficking in human beings;
- j) irregularity;
- k) creating a shell company;

l) being a shell company.

This obligation shall not apply to natural persons who ultimately benefit from the assistance to be financed under this Agreement.

7.1.1.4 For the implementation of Article 2.2 of the General Conditions, on a regular basis and at least once a year, UNFPA shall publish on its website information related to Grants financed or co-financed by the EU Contribution. Such information for publication includes the title of the agreement/project, the nature and purpose of the agreement/project, the name and locality of the Grant Beneficiary and the amount of the agreement. The term "locality" shall mean the address for legal persons and the region or equivalent, for natural persons. Decisions for publication of such information will be made in full respect of the requirements of the UNFPA for confidentiality, safety and security and in particular the protection of personal data. The requirement to publish information on Grants does not apply to cases where publication would threaten the rights and freedom of individuals or harm the Grant Beneficiary's commercial interests or would jeopardize UNFPA's privileges and immunities.

7.1.1.5 Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on Grants shall follow the rules of the Organisation.

7.1.1.6 For the implementation of Article 2.2 of the General Conditions, on a regular basis and at least once a year, UNFPA shall publish on its website information related to contracts financed or co-financed by the EU contribution. Such information for publication includes the name of the Contractor, the value of the contract, the nature of the works, goods or services provided and the solicitation method. Decisions for publication of such information will be made in full respect of the requirements of UNFPA for confidentiality, safety and security and in particular the protection of personal data.

The requirement to publish information of the awarded Contractor does not apply to:

- awarded contracts below EUR 100.000
- cases where publication would threaten the rights and freedom of individuals or harm the recipient's commercial interest or would jeopardize UNFPA's privileges and immunities.

Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on contracts shall follow the rules of the Organisation.

7.1.1.7 UNFPA shall ensure an appropriate protection of personal data in accordance with its applicable rules and procedures. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;

kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and processed in a manner that ensures appropriate security of the personal data.

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7.1.2 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation and/or the Partner(s) may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

- a) They comply with the cost eligibility criteria referred to in Article 16.1 of Annex II;
- b) They fall within one of the following categories:
 - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
 - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
 - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
 - v) costs of consumables and supplies specifically purchased for the operations of the project office;
 - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
 - vii) costs of energy and water specifically supplied for the operations of the project office;
 - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) Where costs of the project office are declared as actual costs, the Organisation and/or the Partner(s) may declare as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.
- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

7.1.3 For the purpose of this Agreement, the Organisation acts as UN Administrative Agent, under the following conditions:

- a) The Organisation shall serve as the administrative interface between the Contracting Authority, other donors and the Participating UN Organisations. The monitoring task established in Article 2.b of Annex II.a shall be implemented in accordance with the mandate of the UN Administrative Agent.
- b) In addition to the tasks described in Article 2 of Annex II.a, the Organisation shall act as Administrative Agent for the UN Organisations and will therefore:
 - i) receive financial contributions from all donors that wish to provide financial support to the Action;
 - ii) administer the funds received, in accordance with its applicable Regulations and Rules, including the provisions relating to winding up the Action and related matters;
 - iii) subject to availability of funds, disburse such funds to each of the Participating UN Organisations in accordance with instructions from the Steering Committee, taking into account the budget set out in the approved programmatic document/Joint Programme Document², as amended in writing by the Steering Committee;

² For the purposes of this Agreement, an approved programmatic document shall refer to an annual work plan or programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes.

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- iv) consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organisation, as set forth in the TOR/Joint Programme Document, and provide these to each donor that has contributed to the Fund/Programme Account and to the Steering Committee;
 - v) provide final reporting, including notification that the Action has been operationally completed;
 - vi) disburse funds to a Participating UN Organisation for any additional costs of the tasks that the Steering Committee may decide to allocate in accordance with the TOR/Joint Programme Document.
- c) A coordination mechanism (referred to as the "Steering Committee")³ to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Fund or Programme shall be established. The detailed description of key roles, responsibilities and functions of the Steering Committee is provided in Annex I ("Description of the Action").
 - d) Without prejudice to points 2.b) to 2.k) of Article 2 of Annex II.a), the Organisation shall be solely responsible for the performance of tasks assigned to it in Annex I and in the specific agreement between itself and the Partners.
 - e) By derogation from Article 3 of Annex II, the Organisation shall provide the Contracting Authority with the following reports, in the same language as the Agreement, based on the reports provided by each UN Participating Organisation and prepared in accordance with the accounting and reporting procedures applicable to it:
 - i) annual consolidated narrative progress reports to be provided no later than five months (31 May) after the end of the calendar year;
 - ii) annual consolidated financial reports, as of 31 December with respect to the funds disbursed from the Fund/Programme Account, to be provided no later than five months (31 May) after the end of the calendar year;
 - iii) final consolidated narrative report to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first;
 - iv) in case of Multi-Donor Actions which continue after the end of the implementation period of this Agreement, a final consolidated financial report, based on uncertified final financial statements and final financial reports, to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first.

The Parties accept the validity of any qualified electronic signature used for the signature of this Agreement and recognise the latter as equivalent to a hand-written signature.

Done in Lilongwe in four (4) originals in the English language, two for the Contracting Authority, one for the Organisation and one for each Partner.

³ The Steering Committee (SC) is co-chaired by the Government and the UN Resident Coordinator (RC) or the Deputy Special Representative of the Secretary General (DSRSG). Members include the UN and government representatives and may also include donors. The decision on the inclusion of donors is taken at the country level. Steering Committee composition ensures the principles of national ownership, inclusiveness and balanced representation, as well as the need to have a manageable size for decision-making effectiveness.

For the Organisation

Name: Ms. Birgit Van Hout

Position: Director, UNFPA Brussels
Representation Office

Signature

Date 08.08.2024

For the Contracting Authority

Name

Position

Signature

Date

Name	Birgit SKINNEBACH
Title	Delegation
Date	22.08.2024

For UNDP

Name: Ms. Fenella Frost

Position: Resident Representative

Signature

Date

25 Jan 2024

**HN-MIS
MALAWI**

2023

September

**ESTABLISHMENT OF THE
HARMONIZED NATIONAL
MANAGEMENT INFORMATION
SYSTEM (HN-MIS) IN MALAWI**



DESCRIPTION OF THE ACTION (ANNEX I)

Establishment of the Harmonized National Management Information System (HN-MIS)

Organizations General Information	
Lead government entity	Ministry of Finance and Economic Affairs, Department of Economic Planning and Development (EP&D)
Government participating organization(s)	Ministry of Information and Digitalization, Department of e-Government Ministry of Local Government and Rural Development Ministry of Agriculture Ministry of Health Ministry of Education Ministry of Energy National Statistical Office National Planning Commission Ministry of Homeland Security (NRB, Immigration, Police, Prisons) Ministry of Gender, Social Welfare and Community Development

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List of Acronyms

API	Application Programming Interface
CSO	Civil Service Organisation
EP&D	Economic Planning and Development
EU	European Union
HN-MIS	Harmonised National Management Information System
ICT	Information Communication Technology
IPSA	International Personnel Service Agreement
IT	Information Technology
M&E	Monitoring and Evaluation
MDA	Ministries, Departments Agencies
MDDP	Malawi Data Dissemination Platform
MIP-1	Malawi Implémentation Plan
MIS	Management Information System
MoFEA	Ministry of Finance and Economic Affairs
MoLGRD	Ministry of Local Government and Rural Development
MW2063	Malawi Vision 2063
NPC	National Planning Commission
NPSA	National Personnel Service Agreement
NRB	National Registration Bureau
NSO	National Statistical Office
ORT	Other Recurrent Transaction
SDG	Sustainable Development Goals
SoP	Standard Operating Procedure
UNDP	United Nations Development Program
UNFAO	United Nations Food and Agriculture Organisation
UNFPA	United Nations Populations Fund
UNICEF	United Nations International Children's Emergency Fund
UNRCO	United Nation Resident Coordinator's Office
WFP	World Food Program
WHO	World Health Organisation

1. Overview:

Support to the Ministry of Finance and Economic Affairs, Department of Economic Planning and Development (EP&D) to establish and operationalize the Harmonized National Management Information System (HN-MIS) for improved data collection, analysis, and management to drive decisions around governance and economic planning.

1.1 General information on the Action

Title of the Action	Establishment of the harmonized national management information system (HN-MIS)
Implementing UN agencies	UNFPA – lead convening agency UNDP – partner agency
Lead government entity	Department of Economic Planning and Development under the Ministry of Finance and Economic Affairs
Location	Malawi (National level)
Duration	36 months
Objectives of the Action	<ol style="list-style-type: none">Increased demand for data to inform/drive evidence-based policy formulation, planning, reporting, and tracking of results at global, national, and sub-national levels.Increased supply of high quality, disaggregated data that meets the stakeholder's needs and requirements and reporting obligations at global, national, and sub-national levels.Increased utilization of the HN-MIS at global level to report on SDG indicators, at national level to support MIP1 reporting, and sub-national levels to monitor sectoral development intervention.
Inclusion Criteria for Targeted MDAs to be part of HN-MIS	In selecting the MDAs for inclusion in the Phase I HN-MIS implementation, MDAs with automated central systems for reporting sectoral M&E indicators were chosen. These MDAs have attained a level of readiness and M&E system maturity that positions them for a seamless integration with the HN-MIS using APIs. There was also a purposeful inclusion of MDA's whose M&E systems had not attained automation status, but do use a hybrid process of automated and paper based systems to support their M&E frameworks. The HN-MIS will have an interface where these MDAs will be able to login and upload M&E data from their sectors. Based on these criteria, the following MDAs were selected for Phase I.

	<ol style="list-style-type: none"> 1. Ministry of Finance and Economic Affairs, Department of Economic Planning and Development (Integrated Financial Management Information System) 2. Ministry of Local Government (Local Authority management Information System) 3. Ministry of Agriculture (National Agriculture Management Information System) 4. Ministry of Health (District Health Information System 2) 5. Ministry of Education (Education Management Information System) 6. Ministry of Energy (KOBO collect application) 7. Ministry of Homeland Security (NRB*, Immigration, Police, Prisons) (National Registration and Identification System) 8. National Planning Commission (MIP1 M&E System) 9. National Statistics Office (National Statistic System) 10. Ministry of Gender, Social Welfare and Community Development (Gender-based violence observatory hubObservatory Hub)
Alignment with Global and National Strategies and Objectives	<p>The HNMIS intervention aligns with the Malawi 2063 Vision's current 10-year implementation plan (MIP 1) enabler 2, to establish effective governance systems and institutions, promoting openness and transparency in governance. Alignment is also with the EU Global Gateway strategy on good governance and transparency with focus on the digital area of partnership, and SDG 16 target 7.</p>

1.2 Executive summary

The Harmonized National Management Information System (HN-MIS) is an intervention to ensure decisions in governance are informed by evidence. This will be made possible by having a central repository of data and indicators from the various economic sectors of the country. The sectors represented by their respective Ministries, Departments, and Agencies (MDAs) will ensure the data they generate is uploaded into the HN-MIS to inform decisions at all levels of governance. The system does not stop at developing the central platform, it includes interventions to strengthen and improve the overall data culture in Malawi.

The Department of Economic Planning and Development under the Ministry of Finance and Economic Affairs is responsible for government-wide M&E, as it is the policyholder of M&E in the country. As part of its reform area on establishing a government-wide M&E system, the Department has undertaken several strides to map the key business logic and thereafter re-engineer business processes in MDAs in performance assessment for effective service

delivery. In this regard, the Department conducted a Monitoring and Evaluation Situational Assessment (2021) and an M&E Scoping Exercise (2022) for Systems in MDAs.

The approach to this implementation follows three thematic areas in the monitoring and evaluation ecosystem where data collected by the NSO and MDAs will be supplied to the HN-MIS for decision support. The role of ICT is to automate the data flows and apply analytics. The primary institution for this function is the e-Government, which usually supports these processes in Government when engaged. The role of EP&D will be to define key processes where MDAs will be supported in framing standard logical frameworks and standard indicators that can inform decisions.

The project will implement interventions that will see improvements in the supply of data, infrastructure for data collation, transmission and analysis and demand and use of data to support economic decisions. UNFPA will be the lead-convening agency for partner UN organizations and the Department of Economic Planning and Development under the Ministry of Finance, and Economic Affairs will be the implementing entity for the HN-MIS.

With support from the UN data group, the project will provide outcome and output indicators that will monitor the progress of national headline indicators, including on the implementation of MIP 1, and analyse data in sectors to improve processes and outputs.

1.3 Relevance of the Action

Linkage of the Project to the National Development Agenda – Development planning in Malawi is conceived in the context of global and regional aspirations. The umbrella development frameworks at global and regional levels are Agenda 2030 for Sustainable Development Goals (SDGs) and Africa Union Agenda 2063, respectively. Nationally, development planning is organized along long-, medium-, and short-term development plans, such as the Malawi 2063 Vision and its first 10-Year Implementation Plan (MIP-1), and strategic programming under various MDAs. Tracking and review of country performance in the development plans is an integral part of sound programmatic and project interventions in the realization of the envisaged outcomes.

The Government of Malawi leads the development of the Harmonised National Management Information System (HN-MIS) through the Department of Economic Planning and Development (EP&D). The HN-MIS will link selected existing data systems and support the Government of Malawi to collect, aggregate, and disseminate data and information that meets the needs of all stakeholders and reporting obligations at global, national and sub-national levels. The key beneficiaries of the project include the Government of Malawi, as the main decision maker, and also benefit development partners, international and national non-government organizations to support the definition of the intervention. The project involves the participation of various ministries, departments and agencies (MDAs) who would also act as beneficiaries. These include Ministry of Finance Department of Economic Planning and development; Ministry of Local Government and Rural Development; Ministry of Agriculture; Ministry of Health; Ministry of Education; Ministry of Energy; National Statistical Office; National Planning Commission; Ministry of Homeland Security (NRB, Immigration, Police, Prisons); Ministry of Gender, Social Welfare and Community Development.

Core problems – Some of the notable and broad challenges affecting the performance tracking of the development plans for efficient allocation of resources in policy and programmatic areas include low data demand in policy and programmatic areas, limited data supply and underdeveloped information technology infrastructure which affect effective monitoring and evaluation of development strategies.

Low data demand – Low demand for data in policy and programmatic areas by policy makers and top-level management in government is a key challenge that affects evidence use. The Low data demand is structurally compounded by (i) lack of political will to use data as evidence as it runs divergent with political interests; (ii) lack of incentives for data users; (iii) low investment in research and development; (iv) limited capacity in data use by users; (v) poor data quality. Consequently, the government's decisions are uninformed leading to poor planning, mis-prioritization of policy mis-prioritization and resource wastage. This is fundamental to Malawi, as it has a limited fiscal space to effectively deploy all strategies and policies that are required to transform the nation from being a low-income highly indebted country.

Limited supply of data for decision support – Another key challenge in the M&E of development programmes is limited supply of data for decision support. In Malawi, NSO is the primary institution responsible for official statistics. However, the NSO is constrained in terms of financing, personnel and technology. Most of the data collected by the NSO is survey-based data, which is subject to periodicity, and high costs. The NSO delegates this responsibility to MDAs and plays a quality control check role of the data collected by MDAs. The situation is further exacerbated by i) Inadequate tools and innovative technologies for data collection; (ii) Limited coordination in the flow of data; (iii) Irregular collection of routine and non-routine data, which leads to a lack of coordination between EP&D and stakeholders in the M&E sector. Consequently, there is duplication of efforts, wastage of resources and poor planning/uninformed decision-making without the use of evidence; iv) Lack of clear roles and responsibilities among MDAs. It is to note that the NSO has played a very pivotal role in the conceptualization.

ICT Infrastructure – Digital Technologies are essential for the sustainable development of Malawi, considering the profound impact they have on both economic and social levels all over the world. Despite making some strides in the ICT sector, Malawi has not been able to realize the full potential of digital technologies in various sectors of the economy due to a number of challenges. Among identified challenges in Malawi, the following have been identified to affect the country's technological use and implementation of ICT infrastructures:

- Lack of a well-coordinated and unified investment plan to direct the growth of IT infrastructure in MDAs.
- Lack of an enterprise planning strategy for MDA's to deploy and evolve IT infrastructure,
- Lack of integration and interoperability of deployed MIS and inadequate minimal IT standards have led to silo implementation of ICT projects and duplication of efforts resulting in high investment and maintenance costs.
- Poor contract management in the procurement of ICT projects and services, a low prioritization and funding of IT development in MDAs and inadequate digital capacity

building have also led to the slow progress on the digital transformation agenda resulting in implementation of MISs that are not cost effective, and not well aligned to support the national development objectives.

1.4 Objectives of the Action

The project builds on the lessons learned and findings from the previous assessments of the M&E situation and the diagnostic analysis of Malawi's existing MIS through an in-depth study of deployed systems in 14 MDAs with support from the UN in Malawi. Its overall objective is to improve accountability and efficiency in resource allocation. The project aims to establish an HN-MIS that links with other selected existing data systems and supports the Government of Malawi to collect, aggregate, and disseminate data and information that meets the needs of all stakeholders and reporting obligations at global, national, and sub-national levels. The project's specific objectives are:

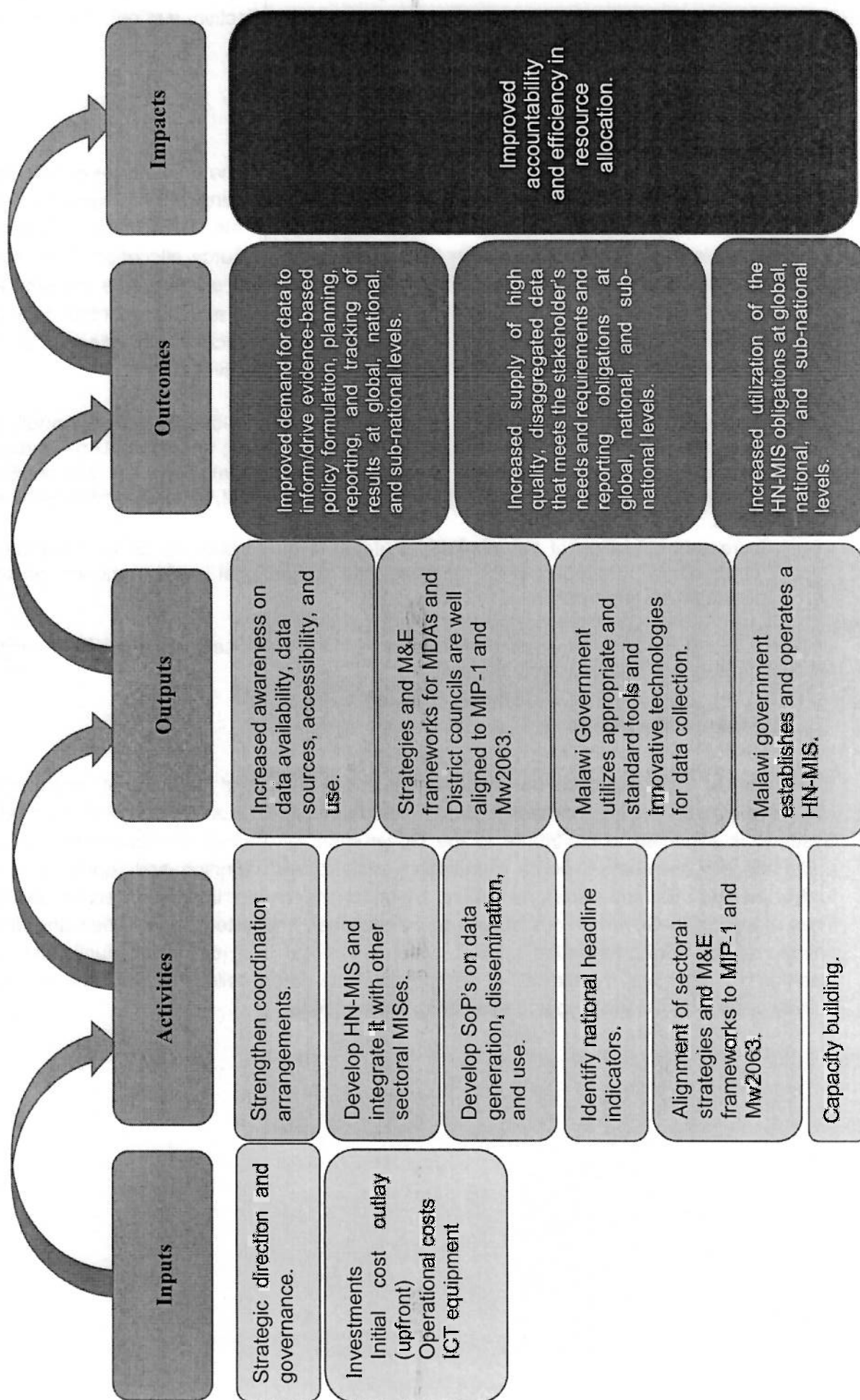
- a. Increased demand for data to inform/drive evidence-based policy formulation, planning, reporting, and results tracking at global, national, and sub-national levels.
- b. Increased supply of high-quality, disaggregated data that meets the stakeholders' needs and requirements and reporting obligations at global, national, and sub-national levels.
- c. Increased utilization of the HN-MIS at global level to report on SDG indicators, at national level to support MIP1 reporting, and sub-national levels to monitor sectoral development intervention.

The HN-MIS will integrate with central-level systems in the public sector and provide a window for data capturing to MDAs without the system.

2. Theory of change

The Theory of Change depicts how support in building capacity of government institutions to collect, aggregate and fully harness data and metadata from various Management Information Systems is expected to contribute to the Government of Malawi and its stakeholders to undertake evidence-based policy formulation, result-based planning and reporting. It will further lead to informed decisions making by policy makers for improved service delivery. Thus, resulting in Government's access to a functional, integrated, harmonised and digital online management information system, which will assist it in minimising duplication and wastage of resources by alleviating distance barriers when collecting data and reducing activity costs when monitoring and evaluating interventions.

Result Chain on the Development of the Harmonised National Management System



3. Project Coordination – Management

3.1 Governance Structures:

The governance of this project will involve the Steering Committee. The Steering Committee will be co-chaired by the Department of Economic Planning and Development under the Ministry of Finance and Economic Affairs and the UN, with NSO, NPC, e-Government, Ministry of Local Government, Unity and Culture and the Delegation of the European Union as members. The steering committee shall meet bi-annually and provide technical direction to the implementation of the HN-MIS. The roles of the Steering Committee shall be as follows:

- To discuss technical matters affecting the implementation of activities and monitor and assess progress.
- To make technical decisions on issues affecting the project
- To provide technical guidance for Phase I HN-MIS implementation.
- To ensure that the system meets the requirements, as specified and are addressing the needs/requirements of government.
- To liaise with MDAs' management to ensure cooperation of MDAs involved in Phase1 of the project.

The Project Coordination Unit (PCU) will be located in the ministry and comprise technical professionals both at the Government and at the UN level. The PCU will be responsible for timely, efficient and effective implementation of all project activities in line with the log frame and budgets. This will include ensuring that financial management is applied and procedures are followed. The key role of the PCU shall be:

- To provide day-to-day project support and problem solving as required.
- To provide project management services to ensure the project deadlines and deliverables are met within budget ensuring adherence to policy and procedures.

Quality assurance and oversight on financial, administrative and procurement management will be provided by the UN. UNFPA and UNDP will recruit all necessary staff for this project. The key staff for the project, their designation, location and activities are contained in Human Resource table below.

The Project Manager will be the custodian of the project assets until the end of the project and will work with the Government Project Coordinator (Director of M&E in EP&D) to implement and achieve project results. The Government is in control of source codes, knowledge transfers, and capacity development for the purposes of continuity and sustainability post-project implementation. The EP&D of Ministry of Finance and Economic Planning will identify two officers from E-Government who will be seconded to the HN-MIS project to work alongside the UNDP IT Specialists in developing the system.

The management of the HN-MIS project will involve UNFPA as the lead convening agency and UNDP as partner UN organization. Other relevant UN agencies will be engaged to provide technical guidance through the UN Data Group on the alignment of sectoral strategies and M&E frameworks to MIP1 and the integration of sectoral MISes to the HN-MIS. The

Department of Economic Planning and Development under the Ministry of Finance and Economic Affairs will be the leading implementing partner of the project.

3.2 Human Resources

UNFPA has a global network of expertise in developing, populating and analyzing M&E data and data systems. UNDP has global expertise in the development and roll out of ICT and MIS systems. This in-country expertise from both UNFPA and UNDP will contribute to the technical support and capacity development components of this project, which will enable the appointed government partners to learn and continue in the execution of the systems developed beyond the life cycle of the project. Specifically, UNFPA will engage one fulltime M&E Officer (NOB), one full time Project Manager (P3), one part-time Finance Specialist (P3), and one full time GS6 Finance Officer (co-financed by UNFPA) dedicated to this project. UNDP will engage two full time NPSA10 (NOC) IT Specialists (Database Administrator and Application Programmer); two Seconded IT Specialists from e-Government, one NPSA9 (NOB) Procurement Officer at 50% full time; one short-term data recovery consultant, and one IPSA11 Senior technical advisor at 20% full time.

In addition, UNFAO, UNICEF, UN Women, WFP, WHO, UNDP and UNFPA have technical expertise and direct experience in developing and operationalizing the systems identified in the target MDAs and will provide added value in connecting these systems to the HN-MIS to ensure the larger platform works as intended.

The Inputs to the action of the staff under this project are:

Job Title	Grade	Organisation	% of Time	Inputs to the action
M&E Officer (Based at MOFEA three days per week and UNFPA two days per week)	NOB	UNFPA	100%	Strategic results support, capacity development, mentoring and skills transfer, quality assurance
Project manager (Based at UNFPA)	P3	UNFPA	100%	Overall project management to ensure quality and timely delivery of results
Finance Specialist (Based at UNFPA)	P3	UNFPA	2%	Engaged in the financial oversight, monitoring, and reporting of EC-funded projects.
Finance Officer (Based at UNFPA)	GS6	UNFPA	10%	Overall, budget management, production of financial reports and risk control.
Senior Technical Advisor (Based at UNDP)	IPSA11	UNDP	20%	Overall project management to ensure quality and timely delivery of results.
1 Database Administrator (Based at MOFEA)	NPSA10	UNDP	100%	System design, development, and management.

1 Application Programmer (Based at MOFEA)	NPSA10	UNDP	100%	System design, development, and management.
2 Secondedes - IT Specialists from e-Government (Based at MOFEA)	Govt contracts	UNDP	Daily fees	System design, development, and management.
Procurement Officer (Based at UNDP)	NPSA9	UNDP	50%	Overall acquisition of project assets and supplies.

4. Project Coordination – Partnerships:

Coordination of the project is the primary responsibility of Economic Planning and Development, as the national policyholder for monitoring and evaluation. However, UNFPA will be the lead-convening agency for partner UN organizations, responsible for coordination, facilitating joint planning, partner engagement, implementation, monitoring, evaluation and consolidated reporting.

The conceptualisation of the HN-MIS has been developed jointly with EP&D in the MOFEA, NPC, NSO and e-Government. As per the roles and responsibilities laid out for each institution, NSO is responsible for the collection and provision of data, and works within MDAs to ensure the data collected through their systems are quality assured through the National Statistical System. The majority of the NSO-generated data is envisaged to feed into the HN-MIS through the Malawi Data Dissemination Platform (MDDP), NSO's online repository for data. EP&D is responsible for monitoring and evaluation of all government priorities, across all MDAs. Within this process, EP&D takes the transactional data collected by NSO, analyses it against government priorities, and uses this analysis for government economic planning. NPC is responsible for strategic direction and medium- and long-term national planning using data collected around the Malawi 2063 priorities. The e-Government Department is mandated to lead, coordinate and manage ICT development across all MDAs. These four institutions will coordinate closely on this project to ensure that the HN-MIS meets the national mandates and needs for data collection, monitoring, evaluation, analysis and implementation.

Primary MDAs - those with Systems that have Application Programming Interfaces (APIs) – The HNMIS will collect data from two levels of MDA's. Level 1 MDA's are those who have central systems APIs ready for integration. For these MDAs, there will be seamless flow and transmission of data directly from their central systems into the HNMIS. According to the Scoping Study conducted to inform the project, four MDAs have central systems ready for integration with APIs: Ministry of Agriculture, Ministry of Health, Ministry of Education, and NRB (Ministry of Homeland Security).

Level 2 MDAs are MDAs who have information systems, however each systems are not mature enough for API integration. Nonetheless, data from these MDAs shall be imputed into the HNMIS through user interfaces. These MDAs include Ministry of Finance and Economic

Affairs, Department of Economic Planning and Development (Integrated Financial Management Information System); Ministry of Local Government (Local Authority management Information System); Ministry of Energy (Kobo collect application), National Planning Commission (MIP1 M&E System); National Statistics Office (National Statistic System); Ministry of Gender, Social Welfare and Community Development (Gender-based violence Observatory Hub)

In addition, the Departments of Planning in all MDAs have planners who are recruited under the Economic Common Service. These Planning Departments/Sections are the centres for data collection and analysis in all MDAs. Therefore, this direct reporting line will make it easier for the Economic Planning and Development Department to coordinate HN-MIS activities.

Secondary MDAs – those without Systems that have APIs – In order to harness the wealth of data existing in MDAs without central systems, this project will also work with other target MDAs without central systems in order to build MDA-level systems that can be integrated into the HN-MIS. To achieve this, the HN-MIS will provide a window for manual entry of data into the system through a manual form management functionality and an option for excel template upload. In Phase I of this project, these secondary MDAs will include: Ministry of Finance and Economic Affairs, Department of Economic Planning and Development; Ministry of Energy; Ministry of Homeland Security (Immigration, Police, Prisons) and Ministry of Gender, Social Welfare and Community Development; and Ministry of Local Government, Unity and Culture.

Phase I will focus on the full development and operability of the HN-MIS, along with proof of concept from the two groups mentioned above. Phase II will then build on learnings from this engagement in order to extend the data collection into this system across the government.

5. Project Logic of Intervention

The Project has three programmatic areas – data supply, data demand, and IT infrastructure development – and one crosscutting theme – change management – underlying all the three programmatic areas. The IT technology is envisaged to provide a platform where data as demanded by the top-level management, technical officers and the public will be accessible through improved supply of high-quality data. In this regard, the system is envisaged to promote accountability to the public and CSOs as access to information will be fostered once the system is in place.

Under Improving **Data Demand**, the expected activities include: i) Conduct Capacity building exercises in data use; ii) Undertake awareness campaigns or activities; iii) Promote downward accountability to the public, CSOs; iv) Implement an incentive system for data-based decisions (see below under output 1 for details); v) Draft legal and regulatory instruments to mandate data use for all sectors in government. We believe that the recent study tour to Kenya, as one of the countries where this is in place, will be also a good source of information on the design and implementation of the project and to define the system.

Under increasing high quality **Data Supply**, several activities need to be undertaken: i) Develop SOPs and guidelines for data flow and deployment of MIS; ii) Align MIS to the sectoral M&E framework; iii) Undertake Annual Performance Reviews; iv) Enhance the capacity of

government staff to collect and manage data; v) Advocate and promote the use of innovative technologies for data generation and dissemination at all levels.

With respect to the **Development of Infrastructure**, activities include: i) Conduct a systems analysis procure of ICT infrastructure for MIS integration; ii) Undertake system development; iii) Test of the HN-MIS; iv) Deployment of the HN-MIS; v) Capacity building.

The programme areas of intervention include:

Output 1: Increased awareness on data availability, data sources, accessibility, and use.

Output 1 aims to strengthen the supply and demand of data and information for policy formulation, planning, reporting, and tracking of results at global, national, and sub-national levels through capacity-building initiatives and awareness campaigns. The project will ensure that government staff are equipped with the knowledge and skills to generate data that meets the minimum standards. This will include an annual conference for capacity building and data for development to further strengthen the skills of government official in the use of data.

Capacity building interventions shall apply adult-learning theory (ALT) in developing training curriculum and materials. The structure of the training groups shall be designed in a manner to ensure maximum absorption of knowledge with opportunities to practical application. Furthermore, efforts will be made to stimulate the demand for data by engaging in data literacy initiatives for decision-makers in MDAs and District Councils aimed at ensuring optimum use of the data and information from the HN-MIS and sectoral MISs for evidence-based decision-making.

Implementation of activities related to Output 1 will be carried out by one Implementing Partner.

Output 2.1: Strategies and M&E frameworks for MDAs and District councils are well aligned to MIP-1 and Mw2063

Output 2.1 supports selected 10 MDAs to align their strategic plans and M&E frameworks to the MIP-1 and MW2063. The M&E frameworks are key reference documents with a list of indicators and targets. Hence, alignment is a fundamental step that will ensure that the indicators tracked in the HN-MIS and the sectoral MIS meet the reporting needs of MDAs. Furthermore, the project under this output will establish a proper M&E coordination mechanism that will assist the government to operationalize the M&E framework and develop harmonized processes and mechanisms to enforce results-based monitoring and reporting.

Workshops will be held to support the development of sectoral strategic plans and sectoral alignment with MIP1; alignment of M&E frameworks, facilitate M&E technical committee meetings, and training of trainers on Results based M&E strategy.

Implementation of activities related to Output 2.1 will be carried out by one selected Implementing Partner.

Output 2.2: Malawi Government utilizes appropriate and standard tools and innovative technologies for data collection.

Output 2.2 focuses on ensuring that procedures and processes are in place to facilitate the collection of high-quality data at all levels using standard tools and innovative technologies. This will involve the development and enforcement of Standard Operating Procedures (SoP's)

and orientation of data users at all levels. The project will also support Government officials to participate in a study tour to learn more about the various tools and technologies used in other countries, for example Ghana, which has implemented data literacy initiatives to help Parliament to oversee the implementation of the SDGs, by providing the evidence needed to monitor progress and advocate better for their constituencies. The project will also use incentive systems (as modelled in Rwanda and Kenya) by lobbying through the Office of the Secretary to Treasury to reward performing MDAs by providing more funding as they can demonstrate results. Similarly, negative reinforcements will be applied for errant controlling officers through the Secretary to the President and Cabinet.

Quarterly performance review meetings will be held to assess performance and highlight areas for improvements. This activity will be carried out by one Implementing Partner.

Output 3: Malawi government establishes and operates a HN-MIS

The project under output 3 will set up an HN-MIS that allows seamless flow, storage of data, aggregation, and utilization of data to strengthen evidence-based decision-making process for decision makers at all levels in delivering evidence-based interventions. The System will interoperate with other systems housed in the target MDAs, track the performance of agreed headline indicators, and provide a repository for evaluations and policies related to SDGs and key transformational programmes. In addition, the HN-MIS will be designed to allow data entry for the MDAs that have not made investments on MIS.

The HN-MIS will follow a federated architecture below. Each MDA will have a central MIS for managing indicator level data based on its M&E framework aligned with MIP-1, SDGs, and Sectoral management indicators. The HN-MIS shall be developed on a robust structure that allows extensibility (ability to be easily extended or expanded to accommodate new functionalities, features, or capabilities) making it easily adaptable to new developments and changes, such as development of mobile-based HN-MIS connecting to new MDA level systems, pulling and publishing data from these systems.

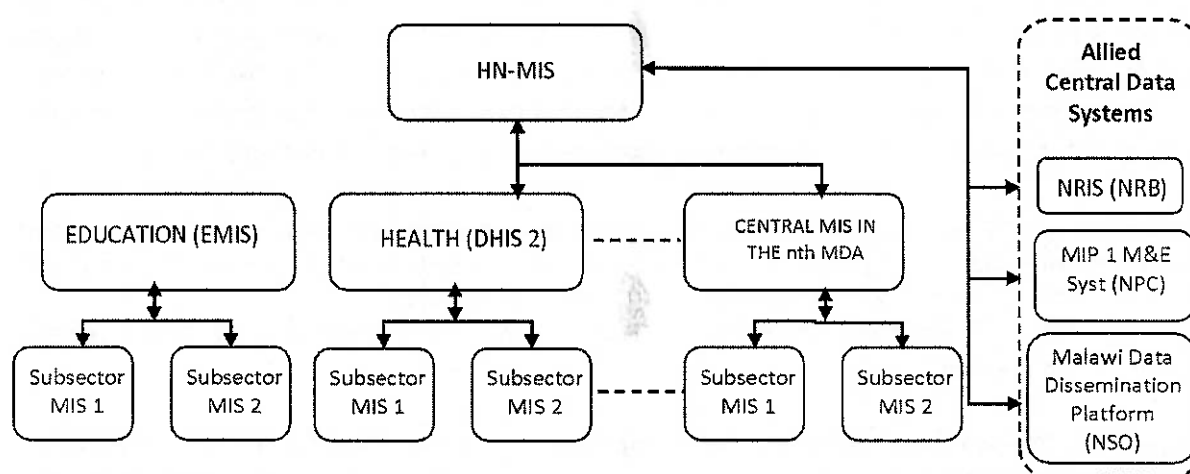


Fig 1: HN-MIS Systems Linkage Map

The HN-MIS project will implement the below key activities to achieve the above outputs:

Output	Activity	Activity description	Agency
Output 1: Increased awareness on data availability, data sources, accessibility, and use			
1.	1.1: Conduct capacity building exercises in data generation and use	Develop and implement a coherent capacity strengthening plan M&E Train government staff from MDAs in data generation and utilization. Provide MIFI gadgets to facilitate data collection and transmission.	UNFPA EP&D NSO NPC
	1.2: Participate in international conference on data for development	Advance knowledge of individuals in MDAs involved in developing this platform to learn how other countries are undertaking similar initiatives.	UNFPA EP&D NSO NPC
	1.3: National conference on Governance information systems	Organize bi-annual coordination conference for M&E, ICT, and data experts to meet and share innovations and experiences on data for development ¹	UNFPA UNDP EP&D NSO NPC
Output 2.1: Strategies and M&E frameworks for MDAs and District councils are well aligned to MIP-1 and Mw2063			
2.1	2.1.1: Support 10 MDAs to align economic and sectoral strategic plans to MIP-1 and Mw2063.	Support the development of sectoral strategic plans ensuring that they are aligned with SDGs and MIP-1 Align the sectoral M&E frameworks with the M&E frameworks for MIP-1.	UNFPA MOFEA MoLGRD NPC
	2.1.2: Strengthen and activate M&E ² coordination mechanisms.	Organize bi-annual technical meetings of the M&E technical committee for all related actors in the sector	UNFPA MOFEA

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		Undertake a Training of Trainers (ToTs) on result-based M&E in the public sector	
	2.1.3: Support MDAs and District councils to determine national headline indicators to be reported on HN-MIS dashboard	Align the sectoral M&E frameworks with the M&E frameworks for MIP-1	UNFPA MOFEA
		Identify relevant national headline indicators for tracking on the HN-MIS dashboard	
Output 2.2: Malawi Government utilizes appropriate and standard tools and innovative technologies for data collection			
	2.2.1: Develop standard operating procedures (SoP's) and guidelines for data collection and quality checks, aggregation, dissemination, and use	Establish a workflow standard for data quality assurance and control, which covers the assurance of the collection of raw data and aggregation for publication purposes.	UNFPA UNDP NSO EP&D NPC
2.2	2.2.2: SoP orientation for data users at all levels	Organize a series of trainings for all user levels to orient them on data use and accessibility, including online versions for expanded reach, consistency and continuity. These will include hotel hire for 5 days i.e. conference package for 140 persons for SOP orientation for data users' workshops: (3 Workshops - 1 workshop in Year 1 and 2 workshops in Year 2).	UNFPA UNDP EP&D NSO NPC MoG NPC
	2.2.3: Conduct HN-MIS Quarterly sector review meetings (Review forum)	Undertake a performance review checking what is working and what is not and coming up with improvement ideas.	UNFPA MOFEA
Output 3: Malawi government establishes and operates a HN-MIS			
	3.1: Develop a road map and a national data operational plan for HN-MIS.	Develop a road map and a national data operational plan for HN-MIS strategy that serves as a blueprint guide defining data operation actions and management.	UNDP EP&D NSO NPC MoLGRD
3.		Validate the road map and a national data operational plan	
		Multi-level Engagement meetings with stakeholders	

3.2: Undertake system development	Undertake systems analysis, requirements gathering, design, development (Coding), integration / Interfacing and Testing, user Acceptance Testing and Deployment, and Developing UAT Scripts.	UNDP EP&D E-Gov NSO NPC NRB MoH MoA
3.3: Procure ICT infrastructure for MIS Deployment,	Procure computers and servers, Internet, Networking Equipment, Switches, and Firewall etc.	UNDP EP&D E-Gov
3.4: Promote the use of innovative technologies for data generation and dissemination	Conduct TV and radio panel discussions and engagement with the academia	UNDP EP&D E-Gov
3.5: Establish data centre and hosting environments as needed	Acquire a data centre and invest a hosting subscription fee for the HN-MIS platform.	UNDP EP&D e-Gov
3.6: Design data recovery plan and procure data recovery insurance	Develop a data and recovery plan that will enable the continuation of HN-MIS in terms of disaster. Establish a third-party data backup and recovery	UNDP EP&D e-Gov
3.7: Carry out capacity building of systems users in use and maintenance of the HN-MIS	Train end users on how to use the system as well as training the EP&D ICT team on system maintenance, including online versions for expanded reach, consistency and continuity. Maintenance support shall include mentoring EP&D IT personnel to develop maintenance culture and adhere to the design maintenance plan. This will ensure at the end of the project the processes, skill and schedule for continuous maintenance is available for the HNMIS.	UNDP EP&D e-Gov
3.8: Maintenance services for HN-MIS infrastructure	Ensure that all HN-MIS service providers have signed service level agreements about system maintenance based on the failure of the service they are delivering on the system.	UNDP EP&D e-Gov

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	3.9: Develop system deployment plan	During this activity, the system installation plan will be implemented, which is essential for it to be successful and be accepted by all users.	UNDP EP&D e-Gov
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6. Results Sustainability

6.1 Project entry strategy

The project will draw lessons from the implementation of other systems in government. As outlined under the Situation Analysis, the lessons include:

- (i) Lack of thorough business logic and process map informing system requirements.
- (ii) Contractors for system development not submitting source codes, leading to vendor lock-in such that government has to continue paying the developer if it wants to implement changes, or pay licensing fees.
- (iii) Lack of application programming interface, thereby making the system closed to communication with other systems.
- (iv) Limited capacity transfer to government IT personnel so that they can maintain the system after roll out.
- (v) Resistance to change by users in MDAs.

In this regard, this project has been designed to address these lessons. To the first point, the government has led the design of the system, and carried out a thorough scoping mission of systems for the targeted MDAs in order to develop a logical business process plan. UNFPA will provide technical support and guidance in identifying and mapping data and M&E requirements in order to align MDAs system's indicators to the HN-MIS logical business process plan. This support will be provided through a dedicated coordination led by an HN-MIS Project manager and UNFPA's and Department of Economic Planning and Development team of experts in M&E and data management.

To address points 2-4, the project has structured the technical support to be long-term, working in house with the IT officers from the targeted MDAs, led by the team in EP&D, in order to develop a home-grown system with all authorities contained in house. This will eliminate the majority of ongoing fees for licensing, maintenance and support; ensure government ownership and retention of source codes and administrative rights; and house the system directly within the government. UNDP has a team of IT specialists working in house, specialized in database development, data management, website and app design and development, network configuration, GIS, MIS, infographics, system software development, and hardware configuration. These will be tapped as necessary to ensure the right specialists are dedicated to this project supporting the project IT officers and specialists from EP&D and the targeted MDAs, and continuity in design and development.

The project will use dedicated, long-term staff for capacity support and system development rather than short-term international or national consultants. This allows for better continuity towards the solution, better buy-in of the government due to the direct and ongoing involvement of the relevant government IT staff in the development of the system. This will ensure greater longer-term sustainability and ownership by the government, as it will be a home-grown system, tailored exactly to their needs, with all source codes, administrative rights and future modifications in the hands of the Government of Malawi. By tapping into the pool of existing IT experts, it will allow UNDP to provide constant and dedicated support to the project, with both primary IT experts in data management and system development. This includes as easily mobilizing other experts with complementary IT skills, such as web/app

design, data management, and hard- and software configuration as necessary throughout the project cycle. Furthermore, many of these specialists have been involved in developing the MISs used by the targeted MDAs (such as the health MIS), which will enhance the interoperability with existing systems.

The HN-MIS platform will leverage existing MISes as identified in the Scoping Report ("Primary MDAs), but also make use of existing data systems and MISes in coordinating agencies, such as NPC. NPC is establishing an open data portal called "MIP-1 Monitoring Platform" that allows users to track progress against the indicators in the Malawi 2063 Implementation Plan (MIP-1). The platform relies on sectoral data from Ministries, Departments, and Agencies that are currently manually uploaded into the indicator data warehouse. Hence, there are prospects to link the platform to the upcoming HN-MIS and other sectoral MIS through an Application Programming Interface to ensure a seamless data flow.

To the fifth point, the primary entry point of engagement will be the Principal Secretaries committee to secure buy-in from the Principal Secretaries who are technical heads of MDAs. The Principal Secretaries invited will be for the MDAs whose systems will be subsidiary to the HN-MIS. From the top-level management, the project will be cascaded to the middle and lower-level officers, increasing demand for data which will put pressure on the collectors (at all levels) to supply quality data.

The MDAs whose systems will be subsidiary to the HN-MIS have been part of the conceptualisation of the HN-MIS at the technical level. The meeting with the Principal Secretaries will ensure that management in the MDAs can support the project and assign technical officers to the project.

Similarly, the NPC, E-Government and NSO will be engaged as key coordinating institutions with respect to MIP-1 indicators, IT governance and technical backstopping and data supply. EP&D will lead in the conceptualisation, planning, and implementation of the project. EP&D, in collaboration with the co-chairs of the UN Data Group (UNFPA and UNDP), will organize an inception meeting with all key stakeholders before the commencement of the project to ensure that all stakeholders have a clear understanding of the project goals, interventions, requirements, and timelines.

6.2 Project exit strategy

Project sustainability will be approached from three dimensions: financial resources, human resource capacity to support the IT system and use of the system. In terms of financing and subscriptions, the project will prioritize low-cost solutions that can be maintained within the government's budget, and EP&D will dedicate resources in its Other Recurrent Transactions (ORT) budget to support maintenance and subscriptions in the longer term. Regarding human resources, IT staff in EP&D and e-Government will be involved directly in developing and implementing the system and undertaking system maintenance, and the server, source codes and APIs will belong to the government. Additionally, the system will leverage on data centres in the Accountant General's Department and the National Data Centre, which already have up-to standard data centre facilities.

Phase I will focus on the establishment of the HN-MIS and roll out to MDAs with systems that have APIs, with testing among a selected number of MDAs without systems that have APIs.

Phase II will leverage the learnings from Phase I and scale up the project to remaining government MDAs.

7. Indicative Work-Plan

Work-plan for the Establishment of the Harmonized National Management Information System (HN-MIS)																
Outcome 1: Improved demand for data to inform/drive evidence-based policy formulation, planning, reporting, and tracking of results at global, national, and sub-national levels.																
Output 1: Increased awareness on data availability, data sources, accessibility, and use.																
Activity	Timeline															
	YEAR 1				YEAR 2				YEAR 3							
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
1 Conduct Capacity building exercises in data use, including the development and dissemination of online versions of all trainings																
2 International conference on data for development																
3 National conference on Governance information systems																
Outcome 2: Increased supply of high quality and disaggregated data that meets the stakeholder's needs and requirements and reporting obligations at global, national, and sub-national levels.																
Output 2.1: Strategies and M&E frameworks for MDAs and District councils are well aligned to MIP-1 and Mw2063.																
Activity	Timeline															
	YEAR 1				YEAR 2				YEAR 3							
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
1 Support MDAs and District Councils to align strategic economic plans to MIP-1 and Mw2063																
2 Strengthen and activate M&E coordination mechanisms																
3 Support MDAs and District councils to determine national headline indicators to be reported on HN-MIS dashboard																
Output 2.2: Malawi Government utilizes appropriate and standard tools and innovative technologies for data collection.																
Activity	Timeline															
	YEAR 1				YEAR 2				YEAR 3							
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4

		Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
1	Develop standard operating procedures (SoP's) and guidelines for data collection and quality checks, aggregation, dissemination and use																
2	SOP orientation for data users at all levels																
3	Conduct HN-MIS Quarterly sector review meetings (Review forum)																
Outcome 3: Increased utilization of the HN-MIS obligations at global, national, and sub-national levels																	
Output 3.1: Malawi government establishes and operates an HN-MIS.																	
	Activity	Timeline															
		YEAR 1								YEAR 2							
		Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
1	Develop a roadmap and a national data operational plan for HN-MIS																
2	Multi-level engagement and validation of data operational plan																
3	Undertake system development (Systems Analysis, requirements gathering, Design, Development (Coding), Integration / Interfacing and Testing, User Acceptance Testing and Deployment), Developing UAT Scripts																
4	Multi-level testing and engagement meetings with stakeholders																
5	Procure ICT infrastructure (End User Equipment, Internet, Networking Equipment (Switch, Firewall etc.) for MIS Deployment,																
6	Establish data centre and hosting (development, testing /quality assurance and production) environments as needed																
7	Maintenance services for HN-MIS infrastructure																
8	Design data recovery plan and procure data recovery insurance																
9	Carry out capacity building of systems users in use and maintenance of the HN-MIS (bi-annually)																

8. Logical Framework

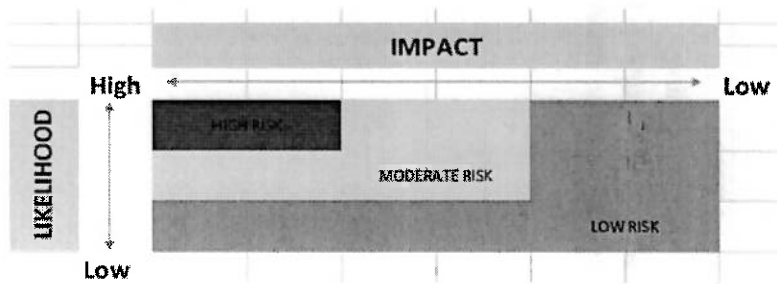
Impact (Overall objective): Optimized government accountability systems of MDA resources.						
	Indicator	Baseline	Target	Means of verification	Responsible Institution	Lead UN Agency (For reporting purposes)
Window Proposal Outcome	01:	Outcome (Specific Objective) 1: Improved demand for data to inform/drive evidence-based policy formulation, planning, reporting, and tracking of results at global, national, and sub-national levels.				
Outcome Indicator	Indicator	Baseline	Target	Means of verification	Responsible Institution	Lead UN Agency (For reporting purposes)
	1.1 Percentage of Senior Management accessing and requesting data	0	70%	System Audit Trail	EP&D	UNFPA
Proposal Outputs	Output 1: Increased awareness on data availability, data sources, accessibility, and use.					
Proposal Output Indicators	1.1.1 No. of public officers trained as trainers in result-based planning and M&E (disaggregated at national and local level).	0	27 (3 officers per MDA)	Progress Reports	EP&D and relevant MDAs	UNFPA
	1.1.2 No. of decision makers trained in the utilization of evidence for policy formulation, planning, M&E.	0	13 PSs/ Directors 200 staff from target MDAs	Progress Reports	EP&D, relevant MDAs	UNFPA
	1.1.3 No. of MDAs without a central digitized system using the HN-MIS.	0	5	Progress Reports	EP&D and relevant MDAs	UNFPA

	1.1.4 No. of standard operating procedures developed and implemented to improve the demand for data.	0	1	Progress Reports	EP&D and relevant MDAs	UNFPA
Window Proposal Outcome	Outcome (Specific Objective) 2: Increased supply of high quality and disaggregated data that meets the stakeholder's needs and requirements and reporting obligations at global, national, and sub-national levels.					
	Indicator	Baseline	Target	Means of verification	Responsible Institution	Lead UN agency (for reporting purposes)
Outcome Indicator	2.1 Percentage of SDG indicators with available data.	54%	70%	SDG Annual Performance Report Malawi VNR Report	EP&D	UNFPA
Proposal Outputs	Output 2.1: Strategies and M&E frameworks for MDAs and District councils are well aligned to MIP-1 and Mw2063					
Proposal Output Indicators	2.1.1 No. of MDAs with economic and social strategies that are well aligned to MIP-1 and MW2063.	0	9	Progress Reports	EP&D, NPC and MoLG	UNFPA
Proposal Outputs	Output 2.2: Malawi Government utilizes appropriate and standard tools and innovative technologies for data collection.					
Proposal Output Indicators	2.2.1 No. of public sectors using standard registries and data collection tools (disaggregated by MDAs and district council)	0	9	Progress Reports	EP&D and relevant MDAs	UNFPA
	2.2.2 No. of standard operating procedures and knowledge management protocols developed and implemented to improve the supply of data	0	1	Progress Reports	EP&D and relevant MDAs	UNFPA

Window Proposal Outcome	Outcome 3 (Specific Objective): Increased utilization of the HN-MIS obligations at national, and sub-national levels					
	Indicator	Baseline	Target	Means of verification	Responsible Organization	Lead UN agency (for reporting purposes)
Outcome Indicator	3.1 No. of MDAs using the HN-MIS	0	10	System Trail Audit	EP&D	UNDP
Proposal Outputs	Output 3.1: Malawi government establishes and operates an HN-MIS.					
Proposal Output Indicators	3.1.1 No of central level sectoral MISes that integrate with the HN-MIS.	0	4	Progress Reports	EP&D	UNDP
	3.1.2 No of systems users trained in the use and maintenance of the HN-MIS	0	20 (5 per MDA)	Progress Reports	EP&D	UNDP

9. Risk Matrix

Risk	Classification			How will the risk be mitigated?
	Impact	Likelihood	Degree	
1. Inadequate funding for MDAs and councils in aligning M&E frameworks with MIP-1.	Medium	High	Medium	<ul style="list-style-type: none"> Lobby for government and development partners to commit funds for the alignment process
2. Limited buy-in from public sector management and political authorities.	Medium	Low	Medium	<ul style="list-style-type: none"> Continuous engagement of senior MDA management and ensuring that their participation in HN-MIS review processes
3. High turnover of key HN-MIS staff.	Low	Medium	Medium	<ul style="list-style-type: none"> Implement robust strategies for institutional memory
4. Resistance to change.	High	High	High	<ul style="list-style-type: none"> Raise change champions within MDAs. Expand people's capabilities through training.
5. Underdeveloped underlying infrastructure at MDAs to feed in the HN-MIS.	Medium	Low	Low	<ul style="list-style-type: none"> Lobby government and development partners to provide sufficient financial resources for MDAs MISs infrastructure.



10. Monitoring and Evaluation:

UNFPA and UNDP will support the government of Malawi to have a robust monitoring plan delineating roles and responsibilities for tracking results and resource framework indicators. The plan will guide the implementation of the HN-MIS project under results-based management systems and programming approach in line with government policies and guidelines. Sources and frequency of data collection, quality assurance processes and reporting guidelines will be included. The UN Data Group and UN Monitoring and Evaluation Learning Group (MELG) will collaborate with government existing M&E Technical working groups for promoting a harmonized approach to M&E activities of the HN-MIS. By utilising previous lessons from capacity building initiatives undertaken by the UN M&E LG with government counterparts, and evolving role of the UN Data group, the project will aim at strengthening the reporting performance and capacity to analyse and report on development results and the HN-MIS progress.

10.1 Working with the Implementing partners: In selecting and working with an Implementing Partner, UNFPA carries out a rigorous due diligence process to determine their eligibility to enter into a partnership with UNFPA. Once the Implementing Partner Agreement is signed, UNFPA undertakes additional assurance measures in accordance with UNFPA's Policy and Procedures Manual (PPM) and the UN Harmonized Approach to Cash Transfers (HACT). These procedures and UNFPA's internal rules and regulations have been positively Pillar Assessed by the European Commission.

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Article 1: Definitions

Action:	the cooperation programme or project partly or wholly financed by the EU, which is carried out by the Organisation as described in Annex I. Where reference is made to the Action or part of the Action financed by the EU Contribution, this refers both (i) to activities exclusively financed by the EU Contribution and (ii) to activities jointly co-financed by the EU.
Contractor:	a natural or legal person with whom a Procurement Contract has been signed.
Days:	calendar days.
Early Detection and Exclusion System:	a system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015), which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.
End Date:	the date by which the Agreement ends, i.e. the moment of the payment of the balance by the Contracting Authority in accordance with Article 17 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 18. If any of the Parties invokes a dispute settlement procedure in accordance with Article 13, the End Date shall be postponed until the completion of such procedure.
EU Financial Regulation	Regulation (EU, Euratom) No. 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Council Regulation (EC, Euratom) No 996/2012 (OJ L 193, 30.7.2018, p. 1).
Ex-ante Pillar-Assessment:	an assessment of the systems, rules and procedures carried out in order to check whether such entity demonstrates a level of protection of the EU financial interests equivalent to that existing when the European Commission implements the budget itself.
Final Beneficiary:	a natural or legal person ultimately benefitting from the Action.
Force Majeure:	any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which may not be attributed to error or negligence on either part (or on the part of the Grant Beneficiaries, Partners, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the defaulting Party.
Grant:	a direct financial contribution by way of donation given by the Organisation or a Partner to finance third parties activities, including sub-granting and procurement for the implementation of these activities.

Grant Beneficiary:	a natural or legal person to whom a Grant has been awarded.
Grave Professional Misconduct:	<p>any of:</p> <ul style="list-style-type: none"> a violation of applicable laws or regulations, in particular the Organisation's Regulations and Rules, or ethical standards of the profession to which a person or entity belongs, including any conduct leading to sexual or other exploitation or abuse, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.
Impact:	the overall objective of the Action entailing positive and negative, primary and secondary long-term effects produced by a development intervention, directly or indirectly, intended or unintended.
Indicator:	the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure progress in the achievement of the relevant Results of the Action. An indicator must have an agreed baseline, target and source of data.
Internal Control System:	<p>a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives:</p> <ul style="list-style-type: none"> a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.
International Organisation:	an international public-sector organisation set up by international agreement (including specialised agencies set up by such organisations), or an organisation assimilated to international organisations in accordance with the EU Financial Regulation.
Member State Organisation:	an entity established in a Member State of the European Union as a public law body or as a body governed by private law entrusted with a public service mission and provided with adequate financial guarantees from the Member State.
Multi-Donor Action:	an Action co-financed by the EU Contribution (whether or not earmarked) and other donor(s).
Outcome:	the specific objective of the Action entailing the likely or achieved short-term and medium-term effects of an Action's Outputs. For non-EU external actions "Outcomes" are synonymous of Results.
Output:	the products, capital goods and services which result from an Action's activities.
Partner:	an entity implementing part of the Action and being a party to the relevant Contribution Agreement together with the Organisation.
Procurement Contract:	a contract signed between the Contractor and either the Organisation or a Partner under which the Contractor provides services, supplies or works.

Regulations and Rules: regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation.

Result: the Output, Outcome or Impact of an Action.

Sound Financial
Management:

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

Article 2: General obligations

Implementation of the Action

- 2.1 The Organisation is responsible for the implementation of the Action described in Annex I, regardless of whether the activities are performed by the Organisation itself, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.
- 2.2 In the performance of the activities and subject to ad-hoc provisions stipulated in the Special Conditions, if any, the Organisation shall apply its own rules and procedures, which have been subject to the Ex-ante Pillar-Assessment, as regards:
- a) internal control;
 - b) accounting system;
 - c) independent external audit;
 - d) exclusion from access to funding;
 - e) publication of information on recipients;
 - f) protection of personal data.

The Organisation may apply its own rules and procedures as regards the award and management of Grants and/or Procurement Contracts only if and to the extent provided for by the Special Conditions, including any ad hoc measures.

As regards the publication of information on recipients, the Organisation shall authorise the publication of the website where it publishes the information referred to in Article 3.8 d) on the European Commission's website.

- 2.3 Where the Organisation has been fully or partially exempted, by the European Commission, from undergoing the Ex-ante Pillar Assessment, it may apply its own rules and procedures in the areas provided for under Article 2.2, subject to ad-hoc provisions stipulated in the Special Conditions, if any.
- 2.4 The Organisation may use any Regulations and Rules which have not been subject to an Ex-ante Pillar Assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement and with the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

Responsibility

- 2.5 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due degree of professional care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. The Organisation shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Action.
- 2.6 The Organisation shall have full financial responsibility towards the Contracting Authority for all funds, including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU Contribution is effectively carried out and implemented correctly. The Organisation shall inform the European Commission and the Contracting Authority of irregularities and fraud detected in the management of the EU Contribution and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs.

Other obligations

- 2.7 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.9-Other obligations, 5-Conflict of interests, 7- Visibility, and Article 15-Archiving, access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.

In addition, the Organisation also undertakes to require Contractors and Grant Beneficiaries to: (i) comply with the relevant national laws and regulations as regards protection of personal data and (ii) ensure accurate and regular records and accounts.

- 2.8 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the Ex-ante Pillar Assessment undergone by the Organisation or affecting the rules and procedures which have been assessed by the European Commission for the purpose of granting an exemption from the obligation to undergo an Ex-ante Pillar Assessment, or (ii) those that may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement in accordance with Article 12.3.
- 2.9 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Organisation shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
- 2.10 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, with the consequence that rights and obligations are conferred upon it only

where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

Article 3: Obligations regarding information and reporting

General issues

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one (1) year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of progress towards the achievement of its Results (Outputs, Outcomes and if possible, Impact) as measured by corresponding Indicators. The report shall be drafted in such a way as to allow monitoring of the Results, the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the overall action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request – in addition to the final reports to be submitted pursuant to Article 3.8 - the final reports of the overall action, once available. The Special Conditions shall lay down the rules concerning any remaining funds.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within thirty (30) Days of receipt of the request. The Organisation may submit a duly motivated request to extend the 30-Day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay of any circumstances likely to adversely affect the implementation and management of the Action, or to delay or jeopardise the performance of the activities.

Content of the reports

- 3.7 The progress report(s) shall relate directly to this Agreement and shall at least include:
 - a) summary and context of the Action;
 - b) actual Results: an updated table based on a logical framework matrix (as included in Annex I) including reporting of Results achieved by the Action (Outputs, Outcomes, and if possible, Impact) as measured by their corresponding Indicators, against agreed baselines and targets, and relevant data sources;
 - c) information on the activities directly related to the Action as described in Annex I and carried out during the reporting period;
 - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
 - e) information on measures taken to identify the EU as source of financing, in accordance with Article 7;
 - f) a breakdown of the total costs, following the structure set out in Annex III, incurred from the beginning of the Action as well as the legal commitments entered into by the Organisation during the reporting period;

- g) a summary of controls carried out and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, an analysis of their nature and extent, as well as information on corrective measures taken or planned, shall also be provided;
- h) where applicable, a request for payment;
- i) work plan and budget forecast for the next reporting period.

3.8 The final report shall cover the entire Implementation Period and include:

- a) all the information requested in Article 3.7 a) to h);
- b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
- c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
- d) the exact link to the website referred to in last subparagraph of Article 2.2;
- e) if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 8;
- f) where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the EU Contribution have been covered by other donors' contributions;
- g) where applicable, a request for payment.

3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions starting from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions¹. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by the EU Contribution. Unless otherwise specified in the Special Conditions, progress reports shall be submitted within sixty (60) Days after the period covered by such report and the final report shall be submitted, at the latest, six (6) months after the end of the Implementation Period.

Management declaration

3.10 Every progress and final report shall be accompanied by a management declaration in accordance with the template included in Annex VI, unless Article 1.5 of the Special Conditions states that a global management declaration shall be sent annually to the European Commission headquarters, separately from the reports provided under this Agreement.

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

3.11 In case the Organisation is neither an International Organisation, nor a Member State Organisation, the Organisation shall provide an audit or control opinion in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.

3.12 Such audit or control opinion shall be provided up to one (1) month following the management declaration sent with every progress or final report, unless Article 1.5 of the Special Conditions states that the global management declaration and the global audit or control opinion shall be

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

sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

Currency for reporting

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

Failure to comply with reporting obligations

- 3.15 If the Organisation is unable to present a progress or final report, together with the accompanying documents, by the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons. The Organisation shall also provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 12, refuse to pay any outstanding amount and recover any amount unduly paid.

Article 4: Liability towards third parties

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

Article 5: Conflict of interests

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

Article 6: Confidentiality

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors, Grant Beneficiaries or the Final Beneficiaries of the Action.

- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
 - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
 - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall nonetheless have access to all documents communicated to the Contracting Authority, and shall maintain the same level of confidentiality.

Article 7: Visibility

Visibility

- 7.1 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 EU. Such measures shall be carried out in accordance with the Visibility Requirements for EU External Action², as in effect at the time of entry into force of this Agreement or with any other guidelines agreed between the European Commission and the Organisation.
- 7.2 If, during the implementation of the Action, equipment, vehicles or major supplies are purchased using the EU Contribution, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU emblem (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU emblem shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.
- 7.3 If, pursuant to Article 8.5, the equipment, vehicles or remaining major supplies purchased with the EU Contribution have not been transferred to the local authorities, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU emblem) shall continue to apply between submission of the final report and the end of the overall action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 8.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 7.4 Unless otherwise provided in the Special Conditions, if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its websites, the name and address of the Organisation, the purpose and amount of the EU Contribution.
- 7.5 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions upon their issuance.

² Visibility in EU-financed external actions – Requirements for implementing partners (Projects), available at: https://ec.europa.eu/intipa/comm-visibility-requirements_en.

- 7.6 The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

Communication

- 7.7 In addition to the obligations stipulated under Article 7.1 to 7.6, the Organisation shall implement, if applicable, communication activities as described in Annex I.

Article 8: Right to use results and transfer of equipment

Right to use

- 8.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.
- 8.2 Where the results mentioned in Article 8.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority) accordingly.

Transfer

- 8.3 The equipment, vehicles and remaining major supplies purchased with the EU Contribution shall be transferred to or remain with local authorities, local Grant Beneficiaries or Final Beneficiaries, at the latest when submitting the final report.
- 8.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 15.1.
- 8.5 By way of derogation from Article 8.3, the equipment, vehicles and remaining major supplies purchased with the EU Contribution in the framework of actions which continue after the end of the Implementation Period may be transferred at the end of the overall action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 8.6 In the event that there are no local authorities, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another action funded by the EU or - exceptionally - retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action or the overall action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due course and - at the latest - together with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

Article 9: Monitoring and evaluation of the Action

- 9.1 Keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement, the Organisation shall invite representatives of the European Commission and the Contracting Authority (if other than the European Commission) to participate at their own costs to the main monitoring missions and evaluation exercises related to the performance of the Action. Participation in evaluation exercises should be ensured by requesting comments

from the European Commission and the Contracting Authority on the terms of reference before the exercise takes place, and on the different deliverables related to an evaluation exercise prior to their final approval (as a minimum, on the final report). The Organisation shall send all monitoring and evaluation reports relating to the Action to the European Commission and the Contracting Authority once issued, subject to confidentiality.

- 9.2 Article 9.1 is without prejudice to any monitoring mission or evaluation exercise, which the European Commission as a donor, or the Contracting Authority, at their own costs, may wish to perform. Monitoring and evaluation missions by representatives of the European Commission or the Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make available to the Organisation the terms of reference of the evaluation exercise before it takes place, as well as the different deliverables (as a minimum, the draft final report) for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final monitoring and evaluation report to the Organisation once issued.
- 9.3 In line with the spirit of partnership, the Organisation and the European Commission (and the Contracting Authority, if applicable), may also carry out joint monitoring and/or evaluation. Such arrangements will be discussed and agreed in due time, planned ahead and completed in a collaborative manner.
- 9.4 Representatives of the relevant partner country may, whenever possible, be invited to participate at their own costs in the main monitoring missions and evaluation exercises, unless such participation would be detrimental to the objectives of the Action or threaten the safety or harm the interests of Partners, Grant Beneficiaries or Final Beneficiaries.

Article 10: Amendment to the Agreement

- 10.1 Without prejudice to Articles 10.3 to 10.6, any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 10.2 The requesting Party shall request in writing any amendment at least thirty (30) Days before the amendment is intended to enter into force and no later than thirty (30) Days before the End Date, unless there are special circumstances, duly demonstrated by it, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) Days after the date when the amendment request was received.
- 10.3 By way of derogation from Articles 10.1 and 10.2, where an amendment to Annex I and/or Annex III does not affect the main 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 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report.
- 10.4 The method described in Article 10.3 shall be used neither to amend the contingency reserve referred to under Article 16.2, the rate for remuneration, nor the agreed methodology or fixed amounts/rates of simplified cost options.
- 10.5 The Organisation may, in agreement with the Contracting Authority and before the modification takes place, change the following without a formal addendum to the Agreement:

(a) Outputs, the Indicators and their related targets, baselines and sources of verification described in Annex I and in the logical framework if the change does not affect the main outcome of the Action;

(b) Communication activities described in Annex I.

Approved changes must be explained in the next report.

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

Article 11: Suspension

Suspension of the time limit for payment

11.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:

- a) the amount is not due; or
- b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubts about compliance by the Organisation with its obligations in the implementation of the Action; or
- c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported expenditure; or
- d) credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.

11.2 In the situations listed in Article 11.1, the Contracting Authority shall notify the Organisation as soon as possible, and in any case within thirty (30) Days from the date on which the payment request was received, of the reasons for the suspension, specifying - where applicable - the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

Suspension of the Agreement by the Contracting Authority

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

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

those irregularities, fraud or breaches of obligations have a material impact on this Agreement.

- 11.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within ten (10) Days from the receipt of the notification. If the Organisation does not submit observations, or if - after examination of the observations submitted by the Organisation - the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or part of the implementation of this Agreement serving seven (7) Days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation that is not suspended. Any expenditures or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed, nor be covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 12.2, recover amounts unduly paid and/or, in agreement with the Organisation, resume implementation of the Agreement. In the latter case, the Parties will amend the Agreement where necessary.

Suspension for exceptional circumstances

- 11.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional and unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 11.6 The Contracting Authority may also notify the Organisation of the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
- a) when a relevant EU Decision identifying a violation of human rights has been adopted; or
 - b) in cases such as crisis entailing a change of EU policy.
- 11.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if Force Majeure or exceptional circumstances as set forth under Articles 11.5 and 11.6 prevent it from fulfilling said obligations, and provided it takes any measures to minimise any possible damage.
- 11.8 In the situations listed in Articles 11.5 and 11.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period, the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement that may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period or to the termination of the Agreement in accordance with Article 12.3. In case of suspension due to Force Majeure or if the Action is a Multi-Donor Action, the Implementation Period is automatically extended by an amount of time equivalent to the duration of the suspension.

Article 12: Termination

- 12.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation, where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:

- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
- b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU Contribution or provides reports that do not reflect reality to obtain or keep the EU Contribution without cause;
- c) is bankrupt or being wound up, or is subject to any other similar proceedings;
- d) is guilty of Grave Professional Misconduct proven by any justified means;
- e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
- f) fails to comply with the reporting obligations in accordance with Article 3.15;
- g) has committed any of the failings described in Article 11.3 on the basis of proof in the possession of the Contracting Authority.

12.2 Before terminating the Agreement in accordance with Article 12.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within thirty (30) Days from the receipt of the notification. During this period, and until the termination takes effect, the Contracting Authority may suspend the time limit for any payment in accordance with Article 11.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the termination, the Contracting Authority may terminate the Agreement serving seven (7) Days' prior notice. During that period, the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 18 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

12.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately performed, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) Days written notice. In this case, the final amount shall cover:

- a) payment only for the part of the Action carried out up to the date of termination;
- b) in the situations described in Articles 11.5 and 11.6, the unavoidable residual expenditures incurred during the notice period; and,
- c) in the situations described in Articles 11.5 and 11.6, reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 14.

12.4 In the event of termination, a final report and a request for payment of the balance shall be submitted in accordance with Articles 3 and 17. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

Article 13: Applicable law and settlement of disputes

13.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including its existence or termination.

- 13.2 Where the Organisation is not an International Organisation, and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented - if necessary - by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 13.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU). Notwithstanding the foregoing sentence, where the Organisation is not established or incorporated in the EU, any of the Parties may bring before the Brussels courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. Where one party has brought proceedings before the Brussels courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Brussels courts before which the proceedings have already been brought.
- 13.3 Where the Organisation is not an International Organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European Commission. If no settlement is reached within one hundred and twenty (120) Days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.
- 13.4 Where the Organisation is an International Organisation:
- a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
 - b) in the absence of an amicable settlement pursuant to Article 13.1 above, any dispute, controversy or claim arising out of or in relation to this Agreement, or the existence, interpretation, application, breach, termination, or invalidity thereof, shall be settled by final and binding arbitration in accordance with the 2012 Permanent Court of Arbitration Rules for Arbitration, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

Article 14: Recovery

- 14.1 Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay the amount due to the Contracting Authority.
- 14.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 Days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within thirty (30) Days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.
- 14.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:

- a) by offsetting it against any amounts owed to the Organisation by the EU;
 - b) by taking legal action pursuant to Article 13;
 - c) in exceptional circumstances justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.
- 14.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 17.7(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.
- 14.5 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.
- 14.6 The European Commission may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

Article 15: Archiving, access and financial checks

- 15.1 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 15 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts and Grant agreements financed by the EU Contribution.
- 15.2 The Organisation shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 15.3 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 15.4 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 15.5 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.

- 15.6 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 15.2 to 15.5 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between the Organisation and the European Commission. This is without prejudice to any cooperation arrangement between OLAF and the Organisation's anti-fraud bodies.
- 15.7 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 15.8 Failure to comply with the obligations set forth in Article 15 constitutes a case of breach of a substantial obligation under this Agreement.

Article 16: Eligibility of costs

- 16.1 Direct costs are eligible for EU financing if they meet all the following criteria:
- a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
 - b) they are incurred in accordance with the provisions of this Agreement;
 - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 16.6;
 - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;
 - e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
 - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
 - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I; and
 - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.
- 16.2 A reserve for contingencies and/or possible fluctuations in exchange rates - not exceeding 5 % of the direct eligible costs - may be included in Annex III to allow for adjustments necessary in the event of unforeseeable changes of circumstances on the ground. In such case, the reserve can be used only with the prior written authorisation of the Contracting Authority, upon a duly justified request from the Organisation.
- 16.3 The following costs may not be considered eligible direct costs, but may be charged as part of the remuneration: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the European Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 16.4 The remuneration shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration does not need to be supported by accounting documents. For Multi-Donor and comparable actions, the remuneration shall not be higher than that charged by the Organisation to comparable contributions.

16.5 The following costs are ineligible for EU financing:

- a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or to any other employee insurance funds run by the Organisation shall only be eligible to the extent they do not exceed the cost incurred during the reporting period, calculated following applicable international accounting standards;
- b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 8;
- c) duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
- d) return of capital;
- e) negative remuneration (otherwise referred to as 'negative interest') charged by banks or other financial institutions;
- f) debts and debt service charges;
- g) provision for losses, debts or potential future liabilities;
- h) banking charges for the transfers from and to the Contracting Authority³;
- i) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 11.8;
- j) costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
- k) in-kind contributions. The cost of staff assigned to the Action and actually incurred by the Organisation is not an in-kind contribution and may be declared as a direct eligible cost if it complies with the conditions set out in Article 16.1; and
- l) costs of purchase of land or buildings, unless otherwise provided in the Special Conditions.

Simplified cost options

- 16.6 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing.
- 16.7 The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 16.1, 16.3 and 16.5, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall respect the principle of Sound Financial Management. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices, an expert judgment or on statistical or other objective information where available and appropriate.
- 16.8 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the declared method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.

³ The party causing a repetition of a transfer bears all costs of the repeated transfer.

- 16.9 Simplified cost options not linked to the achievement of concrete Results shall only be eligible if they have been ex ante-assessed by the European Commission.
- 16.10 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.

Article 17: Payments

- 17.1 Payment procedures shall be as follows:
- a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within thirty (30) Days of receiving the Agreement signed by both Parties;
 - b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
 - i) the reporting period is intended as a twelve-month period, unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to eighteen (18) months, the reporting period shall cover it entirely;
 - ii) if at the end of the reporting period less than 70% of the last payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the immediately preceding pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been paid by the Organisation to its staff or has been subject to a legal commitment with a third party;
 - iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
 - c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 18 and following approval of the request for payment of the balance and of the final report; and
 - d) the Contracting Authority shall pay the further pre-financing instalments and the balance within ninety (90) Days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 11 or 12.
- 17.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 18. If the balance is negative, the payment of the balance takes the form of recovery.
- 17.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.

- 17.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions to the bank account referred to in the financial identification form in Annex IV.
- 17.5 Payment arrangements for financing not linked to costs in accordance with Article 19 shall be set out in Article 4 of the Special Conditions and Annex I.
- 17.6 If no payment has been made by the Contracting Authority within two (2) years of the entry into force of the Agreement, the Agreement shall be terminated.

Late payment interest

- 17.7 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:
- a) upon expiry of the time limits for payments specified in Article 17.1, if the Organisation is not a Member State Organisation, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
 - b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 11 or 12 shall not be considered as late payment;
 - c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 17.1. Any partial payment shall first cover the interest;
 - d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two (2) months of it receiving late payment;
 - e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two (2) months of it receiving late payment.

Article 18: Final amount of the EU Contribution

- 18.1 The Contracting Authority shall determine the final amount of the EU Contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
- a) to be paid to the Organisation in accordance with Article 17 where the final amount of the EU Contribution is higher than the total amount already paid to the Organisation; or
 - b) to be recovered from the Organisation in accordance with Article 14 where the final amount of the EU Contribution is lower than the total amount already paid to the Organisation.
- 18.2 The final amount shall be the lower of the following amounts:
- a) the maximum EU Contribution referred to in Article 3.1 of the Special Conditions in terms of absolute value;
 - b) the amount obtained after reduction of the EU Contribution in accordance with Article 18.3.
- 18.3 Where the Action (i) is not implemented, (ii) is not implemented in line with the Agreement or (iii) is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU Contribution in proportion to the

seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

Article 19: Financing not linked to costs

- 19.1 The payment of the EU Contribution may be partly or entirely linked to the achievement of Results measured by reference to previously set milestones or through performance Indicators. Such financing not linked to costs is not subject to Article 16. The relevant Results and the means to measure their achievement shall be clearly described in Annex I.
- 19.2 The amount to be paid per achieved Result shall be set out in Annex III.
- 19.3 The Organisation shall not be obliged to report on costs linked to the achievement of Results. However, the Organisation shall submit any necessary supporting documents, including where relevant accounting documents, to prove that the Results triggering the payment as defined in Annex I and III have been achieved.
- 19.4 Articles 3.7 f), 3.8 b), 3.8 f), 10.3 and 10.5 do not apply to the part of the Action supported by way of financing not linked to costs.

Article 20: Contracting and Early Detection and Exclusion System

Contracting

- 20.1 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible. Without prejudice to the foregoing or to the Organisation's assessed Regulations and Rules, the Organisation shall promote the use of local contractors when implementing the Action.

Early Detection and Exclusion System

- 20.2 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has detected a situation of exclusion pursuant to its rules and procedures referred to in Article 2.2 d) and any ad hoc measure stipulated in the Special Conditions or if it has detected a fraud and/or an irregularity pursuant to Article 2.6. This information may be used by the European Commission for the purpose of the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 20.3 Without prejudice to the power of the European Commission to exclude a person or an entity from future procurement contracts and grants financed by the EU and/or to impose financial penalties according to the EU Financial Regulation, the Organisation may impose sanctions on third parties according to its own Regulations and Rules ensuring, where applicable, the right of defence of the third party.
- 20.4 The Organisation may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the EU Contribution. Access to that information can be provided through the authorised persons

or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions.

ANNEX II.a – Provisions applicable only to Multi-Partner Contribution Agreements

Article 1: Parties to Multi-Partner Contribution Agreements

Where the Organisation implements the Action in association with Partners, the Partners become Parties to the Agreement together with the Organisation. The provisions contained in Annex II apply to Partners *mutatis mutandis*, subject to the provisions of this Annex, and Annex IIb as regards non-pillar-assessed Partners¹.

Article 2: Additional obligations of the Organisation

In addition to the obligations set out in Annex II the Organisation shall:

- a) perform the activities as described and assigned to it in Annex I;
- b) ensure coordination with all Partners in the implementation of the Action;
- c) be the intermediary for all communications between the Partners and the Contracting Authority;
- d) be responsible for supplying without delay all documents and information to the Contracting Authority which may be required under this Agreement, in particular in relation to the narrative reports, the requests for payment and the relevant management declarations and audit opinions - where applicable - from all Partners. Where information from the Partners is required, the Organisation shall be responsible for obtaining and consolidating this information before passing it on to the Contracting Authority. Any information given, as well as any request made by the Organisation to the Contracting Authority, shall be deemed to have been given in agreement with all Partners;
- e) inform the Contracting Authority of any event likely to affect or delay the implementation of the Action;
- f) inform the Contracting Authority as soon as the information is available, of any change in the legal, financial, technical, organisational or ownership situation of any of the Partners, as well as of any change in the name, address or legal representative of any of the Partners;
 - g) be responsible in the event of monitoring and evaluations, as described in Article 9 of Annex II, for collecting and providing all the necessary documents;
 - h) establish the payment requests in accordance with the Agreement;
 - i) be the sole recipient, on behalf of all the Partners, of the payments of the Contracting Authority. The Organisation shall ensure that the appropriate payments are then made to the Partners without unjustified delay;
 - j) where relevant, repay funds to the Contracting Authority in line with Article 14 of Annex II without prejudice to Article 6;
 - k) not delegate any, or part of, the tasks listed above to the Partners or other entities.

Article 3: Obligations of the Partners

The Partners shall:

- a) perform the activities as assigned to each Partner in Annex I, taking all necessary and reasonable measures to ensure that the Action is performed in accordance with the description of the Action in Annex I and the terms and conditions of this Agreement;

¹ It is reminded that non-pillar-assessed Partners are only possible in the context of Contribution Agreements awarded, by the Commission or by a Partner Country, further to calls for proposals or as a direct award of a grant, without a call for proposals. Such scenarios only applies to EU external actions.

- b) ensure that the Organisation has or obtains the data needed to draw up the reports, financial statements and other information or documents required by this Agreement and the annexes thereto, including any information needed in the event of monitoring or evaluations, as described in Article 9 of Annex II, as well as the relevant management declarations and audit or control opinion referred to in Articles 3.10 to 3.12 of Annex II (this does not apply to those documents and Partners that fall within an arrangement with the European Commission to provide either of them globally, on an annual basis);
- c) ensure that all information to be provided and requests made to the Contracting Authority are sent via the Organisation;
- d) agree with the Organisation upon appropriate internal arrangements for the internal coordination and representation of the Partners vis-a-vis the Contracting Authority for any matter concerning this Agreement, consistent with the provisions of this Agreement and in compliance with the applicable legislation(s);
- e) be responsible - in the event of audits, checks and investigations, as described in Article 15 of Annex II - for full cooperation in the protection of the Union's financial interests and, in particular, for providing all the necessary access, information and documents in accordance with Article 15.5 of Annex II, without prejudice to Article 5.

Article 4: Termination and suspension

4.1 Article 12 of Annex II is amended as follows:

- a) in the first paragraph of Article 12.1 of Annex II, "may terminate" shall be replaced by "may terminate or partially terminate" and "the Organisation" shall be replaced by "the Organisation or a Partner". In addition to Article 12.1 and in respect thereof, the Contracting Authority shall discuss prior to termination the possible reallocation of the tasks and responsibilities of the Partner or of the Organisation whose participation is terminated, in case of partial termination, among the remaining Partners and/or the Organisation, or on its possible replacement by a third party. If the Contracting Authority agrees, the Agreement shall be amended accordingly in accordance with Article 10. If the Contracting Authority does not agree, either Party may terminate the Agreement in accordance with Article 12.3.
- b) In duly justified cases, the Organisation may propose to terminate its participation or the participation of a Partner to this Agreement. For this purpose, the Organisation shall communicate to the Contracting Authority the reasons for the proposed termination and the date on which it should take effect, as well as a proposal on the reallocation of the tasks and responsibilities of the Partner or of the Organisation whose participation is terminated, or on its possible replacement. The proposal shall be sent in due course before the termination is due to take effect. If the Contracting Authority agrees, the Agreement shall be amended accordingly in accordance with Article 10. If the Contracting Authority does not agree, either Party may terminate the Agreement in accordance with Article 12.3.

4.2 In the case of termination of the participation of a Partner or of the Organisation pursuant to Article 4.1 a) or b), the final payment regarding the activities allocated to the Partner concerned or to the Organisation shall be included in the next payment request following the amendment of the Agreement.

Article 5: Financial framework partnership agreements and special arrangements

Where the Organisation and one or more pillar-assessed Partners have each concluded a financial framework partnership agreement with the European Commission, the financial framework partnership agreement of the Organisation and each Partner shall apply for the purpose of this Agreement, except in relation to obligations on reporting and payments, to which only the Organisation's financial framework partnership agreement shall apply.

Article 6: Financial responsibility

The Organisation and each pillar-assessed Partner shall be financially responsible solely for the part of the Action to be implemented by it (including by its Contractors and Grant Beneficiaries), as set out in Annex I, or for the activities assigned to it during the implementation of the Action

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in case these are not defined in Annex I. The Contracting Authority shall recover any unduly paid or incorrectly used funds directly from the Organisation, unless the Organisation can demonstrate that amounts to be recovered under this Agreement only relate to activities that have or should have been implemented by a pillar-assessed Partner pursuant to Annex I. In such case, the Contracting Authority will recover directly from the concerned defaulting pillar-assessed Partner.

Article 7: Dispute settlement

Where either the Organisation or at least one of the pillar-assessed Partners is an International Organisation, Article 13.4.b of Annex II shall apply to the entire Agreement. In case a dispute does only concern one or some Partners or only the Organisation, the dispute settlement mechanism foreseen in Article 13.4.b will apply between the Contracting Authority and the relevant pillar-assessed Partner or the Organisation only.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's views on the state of the Union and the progress of the war.

2. The second part of the document is a report from the Secretary of the War Department, dated January 10, 1862. It contains a detailed account of the military operations of the Army during the year 1861.

3. The third part of the document is a report from the Secretary of the Navy Department, dated January 10, 1862. It contains a detailed account of the naval operations of the Navy during the year 1861.

4. The fourth part of the document is a report from the Secretary of the Department of the Interior, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861.

5. The fifth part of the document is a report from the Secretary of the Department of the Treasury, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861.

6. The sixth part of the document is a report from the Secretary of the Department of the State, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861.

7. The seventh part of the document is a report from the Secretary of the Department of the War, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861.

8. The eighth part of the document is a report from the Secretary of the Department of the Navy, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861.

9. The ninth part of the document is a report from the Secretary of the Department of the Interior, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861.

Budget ALL YEARS					UNFPA Budget (in USD)	UNDP Budget (in USD)	Budget Year 1 (in USD)
Budget Categories *				Total Budget (in USD)			
1-Staff and Other Personnel Costs							
1.1 Local Staff				514,781	250,873	263,908	171,594
1.2 International Staff				702,877	618,518	84,358	234,292
1.3 Consultants				91,928	-	91,928	21,630
Sub-total Staff and Other Personnel Costs				1,309,585	869,391	440,194	427,516
2-Equipment, Vehicles and Furniture							
2.1 MIFI Internet gadgets				7,796	7,796	-	7,796
2.2 Server - Central Data center IT equipment				129,780	-	129,780	129,780
2.3 Computers				147,084	-	147,084	147,084
2.4 Visualization Screens				22,712	-	22,712	22,712
2.5 Mobile devices (Tablets)				86,520	-	86,520	86,520
Sub-total Equipment, Vehicles and Furniture				393,892	7,796	386,096	393,892
3-Contractual Services							
3.1 Contractual Services - SOP orientation for data users - 3 Workshops				39,013	39,013	-	13,004
3.2 Field Internet Connection costs - Data bundles & for main data centre (EP&D) and MDAs				157,692	112,268	45,424	55,735
3.3 Data recovery plan and infrastructure				48,668	-	48,668	-
3.4 Data center contractual services				13,004	-	13,004	4,335
3.5 HNMIS Infrastructure Maintenance				107,629	-	107,629	17,845
3.6 Road map and HNMIS plan meeting				10,815	-	10,815	10,815
3.7 Multi-level engagement and data validation meeting				10,815	-	10,815	10,815
3.8 Multi-level testing and engagement meeting				10,815	-	10,815	-
3.9 User Trainings				54,075	-	54,075	-
Sub-total Contractual Services				452,526	151,281	301,245	112,549
4-Travel							
4.1 International Travel - HNMIS Study Tour / General MIS conferences (Flights & DSA for 8 pax)				26,589	26,589	-	26,589
4.2 Local Travel - Daily Subsistence Allowances (DSA) and terminal fares for participants				234,870	87,786	147,084	63,870
Sub-total Travel				261,459	114,375	147,084	90,459
5-Transfers and Grants Counterparts							
5.1 Output 1.1 - Transfer to Implementing Partner				242,163	242,163	-	72,649
5.2 Output 2.1 - Transfer to Implementing Partner				141,571	141,571	-	42,471
5.3 Output 2.2 - Transfer to Implementing Partner				66,406	66,406	-	19,922
Sub-total Transfers and Grants Counterparts				450,140	450,140	-	135,042
6-General Operating and Other Direct Costs							
6.1 Office Stationary and Meeting Materials				7,404	7,404	-	2,468
6.2 Office Utilities/ Operational Costs				50,679	11,745	38,934	16,893
6.3 Office Internet Connection costs				23,535	17,044	6,490	7,845

Budget ALL YEARS					
Budget Categories *	Total Budget (in USD)		UNFPA Budget (in USD)		Budget Year 1 (in USD)
			UNDP Budget (in USD)		
Sub-total General Operating and Other Direct Costs	81,618		36,193	45,424	27,206
Sub-total Direct Eligible Costs	2,949,219		1,629,177	1,320,042	1,186,664
7-Indirect Costs (7%)	206,445		114,042	92,403	83,066
Total Costs	3,155,665		1,743,219	1,412,445	1,269,730

Exchange Rate (Inforeuro July 2024)

1.0696

The EC Contracting Authority undertakes to provide a contribution up to a maximum of EUR 2.800.000 which is estimated at USD 2.994.880.

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D	ALL YEARS		
	Budget Description	Clarification of the Budget Items	Justification of the Estimated Costs
Overall costs	1-Staff and Other Personnel Costs		
	1.1. Local Staff		
	Finance Officer (G6) FTA - (10% EU & 90% Co-financing)	Responsible for the overall, budget management, production of financial reports and risk control.	This position is for 36 months and is funded 10% from EU resources
	M&E Analyst (NOB) FTA (100% EU funding)	This role will support strategic results, capacity development, mentoring and skills transfer, and quality assurance	This position is for 36 months and is funded 100% from EU resources
	Database Administrator (NPSA 10 @ 100%)	Will be engaged in system design, development, and management.	This position is for 36 months and is funded 100% from EU resources
	Application programmer (NPSA 10 @ 100%)	Will be engaged in system design, development, and management.	This position is for 36 months and is funded 100% from EU resources
	IT specialist (Seconded X 2)	Will be engaged in system design, development, and management.	This position is for 36 months @EUR1,200 per month
	Procurement Officer (NPSA 9 @ 50%)	Responsible for overall acquisition of project assets and supplies throughout the life of the project including all overseeing and implementing all other procurement and logistical needs	This position is for 36 months and is funded 50% from EU resources
	1.2 International Staff		
	Project Manager (P3) FTA (100% EU funding)	Responsible for overall project management to ensure quality and timely delivery of results	This position is for 36 months and is funded 100% from EU resources
	Senior Technical Advisor (IPSA 11 @ 20%)	Engage in project management to ensure quality and timely delivery of results.	This position is for 36 months and is funded 20% from EU resources
	Finance Specialist (P3 @ 2%)	Engaged in the financial oversight, management and reporting of projects funded by the European Commission.	The EUR 8,797 included in the proposal budget corresponds to the total 12 days of working days for the entire 36 months project implementation period.
	1.3 Consultants		
	Data Recovery Consultant	Responsible for designing data recovery plan and establish third party data backup and recovery	This consultant will be recruited in year two

Support to ensure data quality and improve reporting in selected MDA's	The selected MDA's have MIS systems of one form or another, there are issues with data quality, timeliness and accuracy of reporting. This aims to provide support to the MDA's to ensure the data entered into the HNMIS is of usable quality, is reported per prescribed schedules and as complete as possible.	This budget covers the cost for three years
Subtotal Staff and Other Personnel Costs	\$ 1,309,585	
2-Equipment, Vehicles and Furniture		
2.1 MIFI Internet gadgets	Train government staff from MDAs in data generation and utilization. Provide MIFI gadgets to facilitate data collection and transmission. (activity under Output 1.1)	10 gadgets for each of the 10 MDA's per district for 28 districts
2.2 Server - Central Data center IT equipment	Procure computers and servers, Internet, Networking Equipment, Switches, and Firewall etc (Activity under output 3.3)	Procurement of two servers
2.3 Computers	Procure computers and servers, Internet, Networking Equipment, Switches, and Firewall etc (Activity under output 3.3)	80 Computers to be procured to facilitate access to the HNMIS by MDA's at National and sub National level
2.4 Visualization Screens	Procure computers and servers, Internet, Networking Equipment, Switches, and Firewall etc (Activity under output 3.3)	Procurement of 35 Visualization screens. 1 for each District council plus 7 at central level control centres.
2.5 Mobile devices (Tablets)	For the 200 tablets, they shall be used by the 6 MDA's that have less developed MIS in the 28 districts for data collection, and reporting will be 168. Their central offices shall be issued 2 each= 180. The remaining 20 shall be issued to managers and decision makers for mobile visualizations, quick responses and decision making.	Procurement of 200 tablets
Subtotal Supplies, Commodities and Materials	\$ 393,892	
3-Contractual Services		
3.1 Contractual Services - SOP orientation for data users - 3 Workshops	Organize a series of trainings for all user levels to orient them on data use and accessibility, including online versions for expanded reach, consistency and continuity. (Activity under 2.2.2)	Hotel hire for 5 days conference package for 140 persons for SOP orientation for data users workshops: 3 Workshops - 1 workshop in Yr 1 and 2 workshops in Yr 2.
3.2 Field Internet Connection costs - Data bundles & for main data centre (EP&D) and MDAs	Procure computers and servers, Internet, Networking Equipment, Switches, and Firewall etc (Activity under output 3.3)	Data Bundle per month for 10 gadgets per district for 28 districts and main data centre
3.3 Data recovery plan and infrastructure	Develop a data and recovery plan that will enable the continuation of HN-MIS in terms of disaster. (Activity under 3.6)	Contractual services for Data recovery plan and infrastructure on Year 2 (This includes data recovery software, write-blockers, disk imagers, and consultancy fees)
3.4 Data center contractual services	Acquire a data centre and invest a hosting subscription fee for the HN-MIS platform. (Activity under 3.5)	Data centre maintenance, patch management, disaster recovery (hosting services)

3.5 HNMMIS Infrastructure Maintenance	Maintenance support shall include mentoring EP&D IT personnel to develop maintenance culture and adhere to the design maintenance plan. This will ensure at the end of the project the processes, skill and schedule for continuous maintenance are available for the HNMMIS.	Maintenance support shall include mentoring EP&D IT personnel to develop maintenance culture and adhere to the design maintenance plan. This will ensure at the end of the project the processes, skill and schedule for continuous maintenance are available for the HNMMIS.
3.6 Road map and HNMMIS plan meeting	Develop a road map and a national data operational plan for HN-MIS strategy that serves as a blueprint guide defining data operation actions and management; Validate the road map and a national data operational plan; Multi-level Engagement meetings with stakeholders (Activity under output 3)	Multistakeholder validation meeting to ensure plans aligned with implementation.
3.7 Multi-level engagement and data validation meeting	Develop a road map and a national data operational plan for HN-MIS strategy that serves as a blueprint guide defining data operation actions and management; Validate the road map and a national data operational plan; Multi-level Engagement meetings with stakeholders (Activity under output 3)	Data Review Meetings
3.8 Multi-level testing and engagement meeting	Develop a road map and a national data operational plan for HN-MIS strategy that serves as a blueprint guide defining data operation actions and management; Validate the road map and a national data operational plan; Multi-level Engagement meetings with stakeholders (Activity under output 3)	System Functions Testing Feedback meetings
3.9 User Trainings	Train end users on how to use the system as well as training the EP&D ICT team on system maintenance, including online versions for expanded reach, consistency and continuity. Maintenance support shall include mentoring EP&D IT personnel to develop maintenance culture and adhere to the design maintenance plan. This will ensure at the end of the project the processes, skill and schedule for continuous maintenance is available for the HNMMIS.	Training 200 participants in 12 sessions for 5 days per session
Sub-total Contractual Services	\$ 452,526	
4-Travel	Efforts will be made to stimulate the demand for data by engaging in data literacy initiatives for decision-makers in MDAs and District Councils aimed at ensuring optimum use of the data and information from the HN-MIS and sectoral MISs for evidence-based decision-making. Similar lessons will be learnt from other countries like Ghana, which has implemented data literacy initiatives to help Parliament to oversee the implementation of the SDGs in Ghana, by providing the evidence needed to monitor progress and advocate better for their constituencies. The project will also use incentive systems (as modelled in Rwanda or Ghana) by lobbying through the Office of the Secretary to Treasury to reward performing MDAs by providing more funding as they can demonstrate results. (Activity under Output 2.2)	HNMMIS Study Tour / General MIS conferences for 8 persons (Travel ticket and 6 days DSA) (Ghana, or Rwanda)
4.1 International Travel - HNMMIS Study Tour / General MIS conferences (Flights & DSA for 8 pax)		

EP&D

	4.2 Local Travel - Daily Subsistence Allowances (DSA) and terminal fares for participants	Based on various different activities under the framework.		DSA cost for 5 days conference for 140 persons for SOP orientation for data users workshops: 3 Workshops - 1 workshop in Yr 1 and 2 workshops in Yr 2 amounting to EUR81,170 and Multi-level engagement and data validation, testing, other end user training, etc
	Sub-total Travel	\$	261,459	
	5-Transfers and Grants Counterparts			
5.1	Funds transfer to Implementing Partner to implement activities under Output 1.1	(1) Conduct several capacity building exercises in data use, including the development and dissemination of online versions of all trainings. (2) Annual Conference for Capacity building and data for development (3) One national conference on Governance Information Systems in year two		Output 1.1 covers DSA and conference expenses for several capacity building workshops over three years and one National Conference to be held in year 2. For the Annual capacity building conference the cost includes airfare and DSA for 7 participants
5.2	Funds transfer to Implementing Partner to implement activities under Output 2.1	(1) Conduct quarterly workshops in years 2 and 3 to support MDAs and District Councils to align strategic economic plans to MIP-1 and MW2063. (2) Conduct quarterly workshops to strengthen and activate M&E coordination mechanisms (3) Conduct one workshop in year 2 to support the MDAs and District Councils to determine national headline indicators to be reported on HN-MIS Dashboard		The total budget for Output 2.1 covers DSA and conference expenses for: Quarterly workshops to align strategic economic plans to MIP-1 and MW2063 to be conducted in year 2 and 3; Quarterly workshop for M&E coordination mechanism conducted over the three years; and One workshop in year 2 to determine national headline indicators
5.3	Funds transfer to Implementing Partner to implement activities under Output 2.2	Quarterly sector review meetings from year 1 to 3 undertaken to assess performance to determine what is working and what is not and coming up with improvement ideas. These are quarterly performance review meetings held with participants from MDA's and Districts councils		Budget for Output 2.2 covers Sector Review workshop expenses on a quarterly basis for three years.
	Sub-total Transfers and Grants Counterparts	\$	450,140	
	6-General Operating and Other Direct Costs			
6.1	6.1 Office Stationary and Meeting Materials	General operating expenses covering the duration of the project		Budget covers Office Stationary and Meeting Materials for three years
6.2	6.2 Office Utilities/Other Operational Costs			Budget covers Office Utilities/ Other Operational Costs for three years
6.3	6.3 Office Internet Connection costs			Budget covers office internet connection costs for three years
	Sub-total General Operating and Other Direct Costs	\$	81,618	

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2,949,219

\$

Expected sources of funding & summary of estimated costs

		USD
Expected sources of funding		
EU contribution sought in this proposal		2,994,880
Other contributions (Applicant, other Donors etc)		
<i>Name</i>	<i>Conditions ⁶</i>	
UNFPA	Contribution by Applicant	160,785
UNDP	Contribution by Applicant	-
Revenue from the Action		
To be inserted if applicable and allowed by the guidelines:		
In-kind contributions ⁵		
Expected TOTAL CONTRIBUTIONS		3,155,665

Exchange Rate

1.0696

ANALYSIS OF THE EFFECTS OF THE 1974-75 WINTER ON THE ECONOMY OF THE UNITED STATES

The winter of 1974-75 was a particularly severe one for the United States, with heavy snow and ice covering large areas of the country. This had a significant impact on the economy, particularly in the transportation and energy sectors. The effects of the winter were felt in a number of ways, including increased costs for heating and transportation, and a general slowdown in economic activity. The impact of the winter was particularly severe in the Northeast, where heavy snow and ice caused widespread disruption. In the Midwest, the winter was also severe, with heavy snow and ice causing significant damage to crops and infrastructure. In the South, the winter was less severe, but still caused some disruption. The effects of the winter were felt in a number of ways, including increased costs for heating and transportation, and a general slowdown in economic activity. The impact of the winter was particularly severe in the Northeast, where heavy snow and ice caused widespread disruption. In the Midwest, the winter was also severe, with heavy snow and ice causing significant damage to crops and infrastructure. In the South, the winter was less severe, but still caused some disruption. The effects of the winter were felt in a number of ways, including increased costs for heating and transportation, and a general slowdown in economic activity.



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ② UNFPA ACCOUNT
IBAN/ACCOUNT NUMBER ③ 36349693
CURRENCY USD
BIC/SWIFT CODE CITIUS33 BRANCH CODE ④ 021000089
BANK NAME CITIBANK, N.A.

ADDRESS OF BANK BRANCH

STREET & NUMBER 388 GREENWICH STREET
TOWN/CITY NEW YORK/NEW YORK POSTCODE 10013
COUNTRY USA

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER UNITED NATIONS POPULATION FUND (UNFPA)
STREET & NUMBER 605 THIRD AVENUE
SIXTH FLOOR
TOWN/CITY NEW YORK POSTCODE NY10158
COUNTRY UNITED STATES OF AMERICA

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤



Victoria Salasky, AVP
Citi
Corporate Client Service
One Penn's Way
New Castle, DE 19720

DATE (Obligatory)
22/12/2022

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

Paul Gravenese, Treasurer, UNFPA

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

Birgit Van Hout
Director, UNFPA Brn

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ANNEX V

Request for payment for Contribution Agreement

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

For the attention of

<Address of the Contracting Authority>

<Financial unit indicated in the Contribution Agreement>¹

Reference number of the Contribution Agreement: ...

Title of the Contribution Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

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

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

Please find attached the following supporting documents:

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

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

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

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

Yours faithfully, <signature>

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

² Delete the options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

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

N.B.: Instalments of pre-financing, interim payments and final payments shall be made upon approval of the payment request accompanied by a progress or final report (see Articles 17 of the General Conditions of Contribution Agreement).



United States of America - (1975-1976) - (1975-1976)

1. General Information

2. Description

3. Date of Issue

4. Date of Revision

5. Remarks

6. Date of Revision

7. Date of Revision

8. Date of Revision

9. Date of Revision

10. Date of Revision

11. Date of Revision

12. Date of Revision

13. Date of Revision

14. Date of Revision

15. Date of Revision

16. Date of Revision

17. Date of Revision

18. Date of Revision

19. Date of Revision

20. Date of Revision

21. Date of Revision

22. Date of Revision

23. Date of Revision

24. Date of Revision

25. Date of Revision

26. Date of Revision

27. Date of Revision

28. Date of Revision

29. Date of Revision

30. Date of Revision

I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Insert/complete in case an individual Management Declaration for one Contribution / Guarantee Agreement is submitted: [[Contribution Agreement] [Contribution Agreement for Financial Instruments] [Guarantee Agreement] <insert reference of the concrete Agreement>, (the "Agreement")]

Insert in case a global Management Declaration covering all the Contribution Agreements and/or Contribution Agreements for Financial Instruments and/or Guarantee Agreement(s) between the Contracting Authority¹ and the Organisation is presented:[Agreements listed below], based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out:

1. The information submitted For Contribution Agreements/Contribution Agreements for Financial Instruments insert: under Article 3 of the General Conditions of the Agreement[s] For Guarantee Agreements, if applicable, insert: [and] pursuant to the financial reporting requirements of the Guarantee Agreement[s] for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate Insert/complete in case a global Management Declaration covering all the Contribution Agreements and/or Contribution Agreements for Financial Instruments and/or Guarantee Agreement(s) between the Contracting Authority and the Organisation is presented: [for the following Agreements:

1. <insert references of the Agreement>; add below as necessary
2. <...>.]

If at the time of signature of this Management Declaration, there were ongoing Agreements for which there was not yet reporting obligation; insert: [To be noted that at the time of signature of this Management Declaration, the following Agreements were not yet subject to submission of reporting in accordance with the contractual conditions:

1. <insert references of the Agreement>; add below as necessary
2. <...>.]

2. In case this Management Declaration covers Contribution Agreement(s) and/or Contribution Agreement(s) for Financial Instruments, insert: The [expenditure] [and] In case this Management Declaration covers Guarantee Agreement(s), insert: [amounts made available under the Guarantee] [were] [was] used for [its] [their] intended purpose as defined in the Agreement[s].
3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of the Agreement[s].
4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement[s] and applying its own rules and procedures, where applicable, subject to the ad hoc measures agreed upon with the European Commission, as regards:
 - a) internal control;
 - b) accounting system;
 - c) independent external audit;
 - d) exclusion from access to funding;
 - e) publication of information on recipients;
 - f) protection of personal data;
 - Add one or more of the following options, as applicable:
 - g) [award and management of Grants;]

¹ For the avoidance of doubt, references to 'Contracting Authority' in this annex shall be understood as referring to the European Commission for the purpose of Contribution Agreements for Financial Instruments and Guarantee Agreements.

h) [award and management of Procurement Contracts;]

i) [Financial Instruments] In case any the optional sub pillars 6b and/or 6c have been assessed and if applicable, add as required: [, including [Tax Avoidance and Non-Cooperative Jurisdictions][and][Anti-Money Laundering and Countering Terrorism Financing]].

5. No substantial changes, which have not already been communicated to the European Commission, affect the rules and procedures which have been [subject to the Ex-ante Pillar-Assessment] / [assessed by the European Commission for the purpose of granting an exemption to the obligation to undergo the Ex-ante Pillar Assessment].
6. The Organisation has informed the European Commission and the Contracting Authority, in relation to the management of the EU Contribution provided under the Agreement[s], if it has detected irregularities or fraud and, if so, of the measures taken.
7. The Organisation has informed the European Commission, in relation to the implementation of the Agreement[s] and during [its] [their] implementation period, if it has detected a situation of exclusion, pursuant to its rules and procedures and any ad hoc measure stipulated in the Agreement[s] or become aware that transmitted information needs to be rectified, updated, or removed.

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

[However, the following reservation(s) should be noted:

<present and explain reservation(s)>²

<insert place and date>

.....
(signature)

<Insert forename and surname>

² Option to be used in case of reservations.