

**EUROPEAN UNION CONTRIBUTION AGREEMENT
WITH AN INTERNATIONAL ORGANISATION
EDF/2014/ 347-770**

(the "Agreement")

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

of the one part,

and

the Pacific Islands Forum Secretariat (PIFS)

with its Head office at

Ratu Sukuna Rd,

Private Mail Bag

Suva, Fiji

(the "Organisation")

of the other part,

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

Special Conditions

Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: "**Strengthening Non-State Actors Engagement in regional Policy Development and Implementation**" (the "Action") as described in Annex I.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which consists of these special conditions (the "Special Conditions") and their annexes, including General Conditions.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.
- 1(4) The Action is a Joint Management Action for all purposes of this Agreement.
- 1(5) The Action is not a Multi-donor Action for all purposes of this Agreement.





Third instalment	EUR 719,294.25
Fourth instalment	EUR 719,294.25
Fifth instalment	EUR 719,294.25
Forecast final payment	EUR 400,000

(all subject to the provisions of Annex II)

Article 5 - Contact addresses

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

For the Contracting Authority:

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

Delegation of the European Union for the Pacific

Private Mail Bag G.P.O.

Suva, Fiji

For the attention of Head of Financial & Contracts Section.

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

Delegation of the European Union for the Pacific,

Private Mail Bag, G.P.O ,

Suva, Fiji

For the attention of Head of Cooperation.

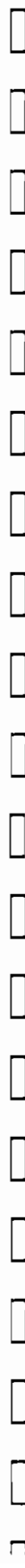
For the Organisation:

Pacific Islands Forum Secretariat

Private Mail Bag

Suva, Fiji

For the attention of the Secretary General and Regional Authorising Officer



Article 6 - Annexes

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

- Annex I: Description of the Action
- Annex II: General Conditions applicable to European Union contribution agreements with international organisations
- Annex III: Budget for the Action
- Annex IV: Financial identification form
- Annex V: Standard request for payment
- Annex VI: Indicative Operational Timetable Year 1
- Annex VII: Logical Framework for the Action

6(2) In the event of a conflict between the provisions of the present Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take precedence.

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

For the Organisation

For the Contracting Authority

Name: TuiIoma Neroni SLADE

Name: Andrew JACOBS

Position: Secretary General and
Regional Authorising Officer

Position: Ambassador

Signature: 

Signature: 

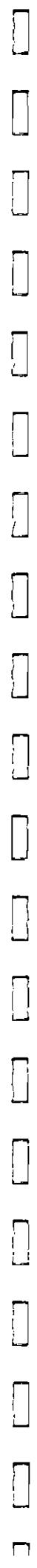
Date: 18 September 2014

Date: 11.09.14



ANNEX I

Description of the Action



ANNEX I:

DESCRIPTION OF THE ACTION

Programme for Strengthening Non-State Actor (NSA) Engagement in Regional Policy Development and Implementation

1. RATIONALE

1.1. Summary

In the Pacific, NSAs represent a critical constituency aside other development partners, and are made of diverse categories, ranging from international NSAs, regional and sub-regional NSA networks and service members; regional informal networks; and research institutes, universities and 'Think Tanks'. Most of them have limited capacity for policy engagement, a limited awareness and understanding of where to engage, and few formal opportunities to engage. Additionally, despite a strong commitment from Forum Leaders to support governance, participatory democracy and consultative decision-making, there is at present limited formal NSA access to, or engagement in, the processes of *regional* policy setting. To address this situation, the Programme for Strengthening NSA Engagement in Regional Policy Development and Implementation (the "Action") will seek to promote good governance in the Pacific by building capacity and ability of NSAs to participate effectively in regional policy and implementation arrangements.

To achieve this objective, the Action will help the Pacific Islands Forum Secretariat (PIFS) to strengthen its policies, procedures and interactive communication initiatives to support more effective engagement with NSAs. In parallel, it will increase NSA understanding of regional policy processes and the requirements for effective engagement, and will strengthen their capacity to participate in meaningful policy dialogue.

The main beneficiaries of the programme will be the NSAs in 14 Forum Island Countries (FICs) and in Timor Leste, and indirectly the communities and groups they represent. This programme will ultimately support policies that reflect the needs and perspectives of civil society and that have been developed through a participatory process.

The Action will provide capacity development through a variety of training avenues and stakeholder workshops for NSAs to strengthen their ability to engage meaningfully with policy development processes at the regional level, with positive flow-on impacts for the national level. It will also support NSAs to contribute to policy making processes, to monitor policies and, ultimately to help implement those policies, through a Grants Facility that will be specifically designed for the purpose of the Action. The programme will also support the development of an enabling environment for policy engagement through structured dialogue mechanisms between NSAs, PIFS and Development Partners.

1.2. Sector context

The highest level of regional policy decisions and endorsement in the Pacific is made by the Pacific Islands Forum (PIF), an inter-governmental body comprising of 16 member countries¹. The PIF is served by the PIFS, which services the Forum Leaders annual meetings and facilitates and monitors the implementation of their decisions.

¹ 16 Pacific Islands Forum member countries are Australia, Cook Islands, Federated States of Micronesia, Fiji, Kiribati, Nauru, New Zealand, Niue, Palau, Papua New Guinea, Republic of the Marshall Islands, Samoa, Solomon Islands, Tonga, Tuvalu and Vanuatu. Of the 16 member countries the 14 Pacific island countries are all Pacific African, Caribbean and Pacific (PACP) states.

The development of a number of regional sector policies is facilitated through regional inter-governmental organisations which are members of the Council of Regional Organisations of the Pacific (CROPs). There are 9 CROP agencies in the region and their coordination with each other as a collective regional architecture is mandated by Leaders under the CROP Charter. PIFS, in supporting CROP Working Group arrangements and Pacific Partnerships to implement shared regional strategies, currently engages relevant NSAs in the development of some regional policies and their implementation (e.g. CROP Marine Sector Working Group in the development of the Pacific Oceanscape Framework). The latest review of the CROP Charter provides increased opportunity to more formally acknowledge the efforts of NSAs as they contribute to the various Pacific Partnerships (e.g. Pacific Climate Change Roundtable, Disaster Platform, and Pacific Energy Alliance).

In 2009, Forum Leaders agreed that one of the region's priorities was to support governance through the development of a strategy to support participatory democracy and consultative decision-making (including NSAs, youth, women and disabled persons) and electoral processes. More recently, Leaders directed PIFS to determine practical means of ensuring that civil society perspectives be reflected in Forum policy formulation. In line with these intentions, private sector representatives already have an established presence in some regional dialogues (especially trade).

However, despite some promising initiatives, there is a lack of a comprehensive policy for NSA engagement, and there is limited formal NSA access to, or engagement in, the processes of regional policy setting. NSAs are involved in some sectoral regional policy implementation but do not necessarily have the opportunity to provide input to its formulation or revision. As identified in four regional consultations held between December 2012 and January 2013² during the formulation of this Action, Pacific civil society and private sector groups have clearly acknowledged the lack of an enabling environment for engagement, mainly attributable to the following 3 factors:

(i) Limited NSA capacity

Regional NSAs in the Pacific have varying structures, strength of governance, and sustainable capacity. They can be grouped into four key types: international NSAs active in the Pacific; regional and sub-regional NSA networks and service members; regional informal networks, initiatives and coalitions that are issue-based; and research institutes, universities, and 'Think Tanks'. NSAs tend to have the least capacity for and access to policy engagement - even though they are often best connected to the range of regional experiences and capacity that policy-setting should carefully consider.

The United Nations Development Programme (UNDP)'s Integrated Report on Capacity Assessment of Civil Society Organisations (CSO) in the Pacific highlighted issues around legitimacy and accountability of Pacific Regional NGOs (PRNGOs) as limiting factors, and raised the challenge of building partnerships across a wide range of stakeholders and issues. The Report underlined the need to address the lack of capacity in management, governance, and

² Two consultations were held by PIFS with regional civil society (PRNGOs) and two consultations with the regional private sector organisation (PIPSO); side meetings were also held with the Pacific Disability Forum, the Pacific Youth Forum and the Pacific Association of NGOs—the umbrella organisation for country-level civil society groups.

financial/human resources given the uncertainty and significant changes PRNGOs continuously face (with shifts in donor priorities and traditional funding sources).

(ii) Limited opportunities for engagement in regional policy setting processes

The recent review of the CROP Charter also identified that regional NSAs have the capacity and significant potential for implementing regional priorities. However, they do not necessarily receive the commensurate recognition in feeding back into the regional policy and decision making processes. NSAs reported a lack of inclusion in policy development and planning processes; and, even where NSAs were invited to contribute to planning dialogue, a lack of inclusion in the full policy development process (including implementation, monitoring and reporting, and capturing lessons for future design).

The need to strengthen capacity and develop a formal process for engagement in regional processes was further confirmed during the consultation process that occurred with both civil society and private sector while designing this Action (noted above).

To address the issues above, this programme will seek to strengthen the capacity of NSAs to engage in meaningful policy dialogue at the regional level. In parallel, it will support PIFS to strengthen its policy to engage effectively with NSAs.

1.3 Lessons learnt

A review of past experience from a range of recent programs and dialogues aimed at NSA inclusion has shown that merely inviting NSAs to participate in policy meetings is not sufficient. A key lesson learned is that many NSAs lack the resources and capacity to analyse and provide evidence to policy makers in support of the positions they wish to advocate. As a result, their inputs are not highly influential.

Conversely, where NSAs have significant data to contribute to regional policy development, they are often not provided adequate opportunity to input to the policy development discussion because their capacity to articulate and negotiate in such fora is limited or perceived as threatening.

At country level, a review of the Australian Civil Society Support Programme underlined the lack of capacity of organisations and communities to support more self-reliant and self-directed development. It also revealed serious gaps in communication and coordination within the donor community.

1.4 Donor coordination

The Pacific Island Countries/Development Partners (PIC Partners) mechanism provides a platform of dialogue at the regional level between member governments, development partners, and NSAs, and facilitates the coordination of development assistance and alignment to regional priorities. It also provides a good platform for dialogue on ways to improve aid effectiveness and development practices across all stakeholders.

Development coordination is a core function of the PIFS, enhanced significantly over the last three years by the Cairns (Forum) Compact on development coordination. Evidence collected through this mechanism suggests that there is little coordinated/harmonised donor engagement with NSAs in the Pacific at present. To address this issue, the programme will reinforce the dialogue between NSAs, PIFS and the donor community. It will also improve development effectiveness efforts which include NSAs as key stakeholders both at regional and national levels.

2. OBJECTIVES, RESULTS, ACTIVITIES

2.1 Objectives

The **overall objective** of this programme is to promote good governance in the Pacific and ensure that NSAs perspectives are reflected in effective regional policy development processes and dialogues.

The **project purpose** is to build the capacity and ability of NSAs to participate effectively in regional policy making processes and implementation.

Policy areas to be covered will be drawn from the agenda of Pacific Islands Leaders, PIFS priority areas, and from issues NSAs wish to bring to Leaders' attention. Issues that are expected to emerge in the coming years are gender equality (a priority area for this programme), climate change adaptation, sustainable economic development (particularly related to the development of agriculture, tourism, and fisheries as productive sectors, and education, infrastructure, transport and energy as supporting sectors), disability-inclusiveness, and aid effectiveness.

2.2. Expected results

This programme will seek to achieve its purpose by implementing a series of activities and support mechanisms that provide NSAs more opportunities for meaningful and sustained policy engagement. The program will focus on three key result areas:

1. Strengthened and institutionalised arrangements for PIFS-NSA collaboration in regional policy development and implementation;
2. Enhanced NSA awareness to engage, influence and monitor regional policy development; and
3. Strengthened institutional capacities of NSAs to effectively participate in regional policy dialogue.

2.3 Activities

The following activities will support each of the result areas identified above.

Key Result Area 1

Activity 1.1 - Development of a PIFS-NSA Engagement Strategy

This activity will consolidate engagement with NSAs into a cohesive and relevant framework for PIFS to coordinate, consolidate and mainstream NSA engagement across the organisation. This strategy will clearly articulate a PIFS position on NSA engagement; institutionalise a systematic approach to consultation with NSAs; articulate the rules of engagement and codes of conduct for both PIFS and NSAs; and consider how PIFS could support coherent regional partnership arrangements for NSAs modelled after the CROP arrangements.

The activity will be driven by the recently-established PIFS internal NSA working group (see description in 1.2 below). PIFS would develop a clear terms of reference for the work involved in developing the engagement strategy, including expert international and local technical assistance (to be provided under a consultancy agreement and supported by workshops / extensive NSA consultations as required), and a thematic mapping of relevant regional NSA actors on key policy engagement and capacity issues. The mapping will be led by NSAs, and will build on early work undertaken in the UNDP civil society capacity assessment. The mapping study will also provide guidance with regards to priority interventions under activities 2.1 and 3.1.

Alongside the development of the engagement strategy, the PIFS NSA working group will review the Pacific Consultation Framework, which offered opportunities for interaction between CSOs and PIFS in the past. A refreshed mechanism could include regional civil society and private sector organisations in a regular formal dialogue process, allowing NSA Leaders and the PIFS executive to interact, keep each other abreast of progress in their respective work areas, and build relationships.

Activity 1.2 –NSA coordination at PIFS

To support this programme and institutionalise its commitment to greater NSA engagement, PIFS has set up a NSA Working Group to provide internal oversight and guidance (see further description in section 7.1).

In addition to the existing position of NSA Liaison Officer, two new PIFS NSA programme staff will be recruited with activity 1.2 funds: a NSA Programme Manager (NSAPM) and a Grants Facility Officer (GFO). The NSAPM will provide overall management, supervision and coordination of the programme, and the NSA GFO will take a specific role in coordinating the design and implementation of the grants facility. This includes the ongoing monitoring of grants, support to grantees and ensuring that the rules and procedures are adhered to.

This activity will also support the organisation of annual Programme Steering Committee (PSC) meetings (further described in section 7.1).

Key Result Area 2

Activity 2.1 - Development of Regional Awareness Exchange Mechanisms

This activity will support Regional NSAs through demand-driven capacity development opportunities, including needs-based selection of training materials, hands-on training, coaching, mentoring, job-shadowing, peer to peer support mechanisms, as well as cross-regional exchanges aimed at enhancing NSA understanding of the regional policy development process, potential points of engagement, and requirements for participating meaningfully in this process. The mechanism will focus on providing NSAs engaged at regional level with knowledge and tools that they can pass on to their national partners, thus supporting ongoing, sustainable, and contextually-appropriate knowledge transfer. There are lessons to learn from the experiences of the EU and other regions in this area. Better informed NSAs and more evidence based assessments will allow for more meaningful and strategic engagements between NSAs and regional policy bodies.

The development of this activity will follow from, and be informed by, the mapping study and engagement strategy completed under activity 1. PIFS will enter service contracts and award small grants to relevant NSAs (which may outsource some activities to suitable skills providers) to identify, develop and implement appropriate actions and strategies to meet assessed needs for further organisation-specific capacity development.

Starting from year one, regular cross regional exchanges will be organised to pollinate ideas, build relationships and enhance skills. This will link NSAs with established partner organisations and individuals in a structured and sustained interaction for peer support through regional meetings or learning visits/placements.

Once priorities and strategies have been developed, more intensive capacity development will begin from year two including mentoring, coaching arrangements³; skills building in policy processes (in general regional policy architecture, in specific sectoral policy processes e.g. formulation, implementation, monitoring, evaluation, and general policy skills such as

³ Existing successful models, such as the Pacific Leadership Programme of mentoring for Leaders, will be adopted and modified to better suit the needs of NSAs.

advocacy, policy analysis, research, monitoring and evaluation and writing for policy engagement); and awareness raising on specific policy issues (for example Economic Partnership Agreement awareness workshops to update and inform NSAs on the progress of negotiations and issues with content).

It is anticipated that after successfully accessing capacity development opportunities provided by this facility, NSAs will be better able to identify specific needs, priorities and further capacity development initiatives to be funded under the grants facility (see Activity 3.1.).

Activity 2.2 – Information Technology (IT) Platforms to create Policy Awareness

Alongside the development of training strategies and materials, PIFS programme staff will explore avenues for IT and web based platforms to exchange information and host virtual lectures/seminars on thematic policy issues. Service contracts and partnership agreements will be used to secure a platform with appropriate coverage. PIFS will draw on its experience in co-managing the UNDP hosted Pacific Solutions Exchange network – an electronic network of stakeholders sharing views on development effectiveness issues relevant to the region.

Once the platform is established, from year two onwards it will be used for sharing all programme outputs and for seminars/online discussions, providing an opportunity for PIFS and NSAs to present their regional policy related activities. Policy debates will also be hosted to stimulate structured civil and public sector dialogue and critical thinking on policy. Such sessions will also serve to create awareness among the general public on regional policy issues. The use of IT web based platforms could create an opportunity for NSAs to upgrade their facilities and infrastructure to ensure coverage across the region.

Activity 2.3 – Organisation of regional NSA consultative fora

From the inception of the programme, PIFS programme staff will work collaboratively with regional NSAs to develop a consultative forum. These fora will be held annually, commencing in year one, and will consider specific policy issues facing the region, facilitate the exchange of information, and provide sound evidence based policy advice to PIFS and its membership. These fora will be a space to sustain dialogue, forge partnerships and provide policy makers with NSA policy positions. Relevant existing policy bodies that could be engaged with these fora include for example the Forum Economic Ministers meeting and the Forum Trade Ministers meeting. The fora will build on the successes of previous Civil Society Forum meetings that were organised by PIANGO.

NSAs in particular, PRNGOs and Pacific Island Private Sector Organisation (PIPSO) will be invited to take the lead in forum organisation, with support from PIFS, in order to maximise ownership and ensure sustainability. Service or grant contracts would be used to cover forum costs, as appropriate. To save costs, venues in Fiji should be considered to accommodate the regional organisations already in the country. Where possible, the fora will be organised back to back with other regional meetings of similar nature, so as to ensure the most effective use of resources and seek complementarities and sharing of information. National organisations will be considered based on their work to link national priorities to the regional agenda.

Activity 2.4 - Regular dialogue between NSAs, PIFS, and Development Partners

Following on from the development of PIFS' NSA engagement strategy (see activity 1.1), PIFS programme staff would work with NSAs and development partners to develop a regular dialogue mechanism aimed at increasing harmonisation and coordination, in order to support deeper and sustained collaborations beyond the life of this programme.

This dialogue will expand on established regional collaboration arrangements, such as the PIC-Partners meetings hosted annually by PIFS, ensuring that NSAs play a central (rather than

peripheral or observer) role in the dialogue, and that NSA involvement in all aspects of policy development, planning, funding, implementation, and monitoring and evaluation is actively considered. It is envisaged that dialogue sessions / meetings would be held annually, starting in year one, with costs met through service or grant contracts as required.

Key Result Area 3

Activity 3.1 –Grants Facility

Alongside the finalisation of PIFS' NSA engagement strategy (activity 1.1), and following the recruitment of skilled programme staff (activity 1.2), PIFS will secure technical assistance (under a service contract) to help design an NSA Grants Facility, and propose transparent and independent governance and management arrangements, modalities of access, rules, procedures, templates, criteria, and monitoring and evaluation based on existing best practice. The design will be undertaken in full consultation with NSAs and development partners that have specific experiences in grant management, under close scrutiny of the PSC, and in consideration of PIFS existing experiences in grant management (e.g. the PEC fund).

The purpose of the Grants will be to support NSAs to translate their policy engagement into concrete mechanisms and actions, and to reinforce their linkages to their constituencies, and strengthen their internal governance and coordination structures. It will support NSAs to improve their governance and internal information flows, as well as the development of policy engagement partnerships between CSOs, private sector and think tanks.

Actions eligible for support by the grant facility will include, but not be limited to, research, information gathering and analysis; advocacy, social accountability, and awareness-raising activities; intra, cross and inter-regional knowledge sharing and learning; and capacity development actions (in particular, to respond to specific needs in selected policy areas identified on an annual basis, aligned with directives from the annual Forum Leaders' Meeting and the PIF policy priorities).

The facility will target regional NSAs and their national affiliates that demonstrate a strong interest in improving their engagement in policy making processes and their policy monitoring and evaluation capacities.

The facility will foresee, but not be limited to, the following granting mechanisms:

- Direct grant contracts to beneficiaries, for limited amounts of €20,000
- Competitive award of grants on the basis of a two-steps approach (concept note and detailed full proposal) adapted to the limited capacity of NSAs in the region.
- Grants may also entail, when appropriate, sub-granting arrangements with third parties.

It is envisaged that the grants would be disbursed on a regular basis following formal calls for proposals from NSAs, with all funds to be disbursed in years 1 to 3, with years 4 and 5 for completion of activities and reporting. PIFS programme staff would provide support to NSAs to facilitate their access within the facility timeframes.

3. RISKS AND ASSUMPTIONS

The main risk is that despite the progress achieved by the Busan Partnership for Effective Development Cooperation, some PIF Member governments may still be hesitant to engage with the most active and vocal NSAs in the region. To minimise this risk, the PIFS NSA Engagement strategy will be developed in a broad and all inclusive manner. In addition a structured and sustained dialogue between the NSAs and governments proposed under the three key result areas will contribute to a better understanding between all actors involved.

The other risk lies with the complexity to provide support to a wide range of NSAs [Non Government Organisations (NGOs), CSOs, research institutions, private sector etc.] which may have diverse objectives and governance structures. The mapping exercise proposed under the PIFS engagement strategy (Activity 1.1), the reinforcement of governance mechanisms of regional NSAs and the limited number of policies covered – in line with priorities raised in the annual Leaders' Meeting and the PIF policy priorities - will help mitigate the risk.

4. CROSS-CUTTING ISSUES

Improving good governance in the region will be a direct outcome of the project, with continued efforts in place to better coordinate and mainstream engagements between PIFS and NSAs. In addition, PIFS' work in service of the Forum Regional Security Council mandate to dialogue with civil society organisations demonstrates its commitment to address governance and human rights.

The Pacific Leaders Gender Equality Declaration from 2012 reflected the region's commitment to improving its efforts to bring about gender equality and reduce gender-based violence. This programme will specifically foresee gender related indicators so to measure impact on NSAs active on women and gender policies and actions

Climate Change and environmental sustainability are priority areas for the region will benefit from the programme. In supporting the capacity development of NSAs, the programme supports them to fulfil their roles in promoting these issues.

PIFS' role in supporting CROP Working Group arrangements and Pacific Partnerships seeks to engage relevant NSAs in the development of regional policies and their implementation.

5. STAKEHOLDERS

The main beneficiaries of the programme will be regional NSAs operating across 14 Forum island countries and Timor Leste, and indirectly the communities and groups they represent. These regional NSAs include:

- a) Organisations that are secretariats to a network of national NSAs (PRNGO and - PIPSO). PRNGO brings together Regional CSOs working in a cross section of issues at both regional and national level. PIPSO provides secretariat services to its membership of National Private Sector Organisations (chambers of commerce or private sector associations);
- b) Organisations that are operational in more than one Pacific island country. This category includes formal/informal partners or affiliates operating within the countries concerned; Pacific country-based think tanks and research institutions that address policy issues across the region; and informal networks of NSAs.

The PIFS will benefit from the programme through its efforts to consolidate and institutionalise NSA engagement across its organisation where appropriate; provide space and support to enhance dialogue; and strengthen the provision of inclusive relevant and evidence based policy advice to Leaders. Development Partners and CROP agencies will be involved at the coordination level, particularly through the PSC.

6. LOCATION AND DURATION

Operation management of the programme as well as a number of activities will be executed primarily in Suva, Fiji. Some training activities, seminars and conferences will also take place outside Fiji, in Forum member countries to ensure ownership of the initiative.

The execution period of the Agreement is specified in Article 5 of the Special Conditions.

7. IMPLEMENTATION

7.1 Organisational set-up and responsibilities

This programme will be executed under joint management, through the signature of a Contribution Agreement (CA) between the EU Delegation and the PIFS, in accordance with Article NO 215/2008 on the Financial Regulations applicable to the 10th European Development Fund (EDF). The international organisation complies with the criteria provided for in the applicable Financial Regulation.

A PSC is made up of representatives from the EU (as observer), NSAs, Development Partners, CROP agencies, and PIFS will provide oversight and strategic guidance to the programme. Annual PSC meetings will be facilitated by PIFS and organised in conjunction with regional NSAs fora where possible.

The Project Supervisor shall be the PIFS Deputy Secretary General for Strategic Partnerships and Coordination, supported by the Deputy Secretary General for Economic Governance and Security. PIFS senior management will ensure appropriate management oversight of the project, including the provision of technical expertise tasks (such as management and monitoring of the Grants Facility; support to coordination and communication; monitoring of programme initiatives; support to PSC; visibility and awareness); and administrative tasks relating to planning, monitoring, reporting on project components, procurement, and financial management.

As described in activity 1.2, a dedicated team consisting of a NSAPM and a GFO will be appointed for the day-to-day management and monitoring of the programme, and will form a special strategy unit under the PIFS Strategic Partnerships and Coordination Programme.

The PIFS internal NSA Working Group comprising NSA programme staff, senior management, and other professional staff working in cross-cutting areas (e.g. gender) or with experience in NSA engagement, will provide additional guidance.

7.2. Procurement and grant award procedures

All contracts implementing the action will be awarded and implemented in accordance with the procedures and standard documents laid down and published by the PIFS. However grants awarded by PIFS under this programme will follow the EDF contractual procedures as laid down in the Practical Guide to Contract Procedures for EU External Actions (PRAG). Grants awarded under this action may be funded in full, where the organisation is not able to provide a co-financing.. Participation in the award of contracts for the present action shall be open to all natural and legal person covered by the 10th EDF.

Contractual and financial management aspects of this action may be revised following the finding of the upcoming PIFS institutional assessment

7.3 Reporting

The reporting will be carried out pursuant to the rules and procedures set out in general conditions for Contribution Agreements.

8. BUDGET

The total cost of the programme is estimated at €4 million, which shall be financed from the Non Focal Sector 10th EDF Regional Indicative Programme in the framework of the revised African Caribbean Pacific-EU Partnership Agreement.

The budget is sets out as follows:

Description	In €
Result 1 - PIFS NSA collaboration in policy development and implementation	665,000
Result 2 - Capacity to engage, influence and monitor regional policy development	710,000
Result 3 - Capacity to engage with and implement key regional policy priorities	2,200,000
Visibility and Communications (1% of total budget)	40,000
Total Direct Costs	3,615,000
Eligible Indirect Costs (5.26% of direct costs)	190,149
Audits, evaluation	100,000
Contingencies*	94,851
Grand Total – financing of the Action	€ 4,000,000

* The EU contribution to the "Contingencies" heading may be used only with prior agreement of the Commission.

9. MONITORING AND EVALUATION

9.1. Monitoring

Continuous technical and financial monitoring is the Beneficiary's responsibility. The Beneficiary shall establish a technical and financial, monitoring system to the project, which will generate progress reports and safeguard internal control. Monitoring indicators are defined in the logical framework in appendix I to this Annex and will focus on:

- Rate of progress with the inclusion of NSAs at regional policy meetings
- Number of training, workshops and coordination meetings

- Number of policy/strategy papers with explicit reference to NSAs or developed with the participation of NSAs
- Number of NSAs active on policy/advocacy
- Competencies developed in specific fields of intervention, partnerships developed with other stakeholders
- Rate of disbursement for the grant facility and number of beneficiaries per annum
- Quality of result-oriented policy dialogues involving NSAs.

The EU may carry out Results Oriented Monitoring via independent consultants.

9.2 Evaluation

An independent mid-term and end-of-term review will be carried out by PIFS and the EU. A budget of €100,000 has been allocated for this activity..

The Commission may carry out external evaluations via independent consultants. The Commission shall inform the Beneficiary at least 3 months in advance of the dates foreseen for the external missions. The Beneficiary shall collaborate efficiently and effectively with the monitoring and/or evaluation experts, and *inter alia* provide them with all necessary information and documentation, as well as access to the project premises and activities.

10. COMMUNICATION AND VISIBILITY

The institutionalisation of the PIFS Engagement Strategy will be the flagship initiative for this programme as it will sustain the EU's visibility past the duration of the programme.

Communication and visibility will be in built to all programme activities in particular Activity 1.2., 2.1 and 3.1. A Communications and Visibility budget of €40,000 has been allocated to ensure that the Action incorporates information and communications activities designed to raise the awareness of specific or general audiences of the reasons for the Action in the region concerned, as well as the results and impact of this support.

The programme will work closely with the PIFS Public Affairs Unit to ensure its alignment with EU rules and procedures for communications by developing a communications and visibility plan for the Action. This plan will also be in line with the PIFS Communication Strategy and will be updated on a regular basis.



ANNEX II

General Conditions applicable of European Union Contribution Agreements with International Organisations



ANNEX II

General Conditions applicable to European Union contribution agreements with international organisations

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GENERAL AND ADMINISTRATIVE PROVISIONS

Article 1 - GENERAL OBLIGATIONS

- 1.1 The Organisation shall ensure that the Action is carried out in accordance with the Description of the Action contained in Annex 1 and is responsible for achieving the objectives set out therein. The Organisation shall report on the indicators of achievement specified in the Description of the Action.
- 1.2 The Organisation shall implement the Action with the requisite degree of care, efficiency, transparency and diligence, as required by best practice in the field concerned, and in compliance with this Agreement.

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

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

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

Where the EU contribution has been awarded to the Organisation in the form of a grant following a call for proposals or a direct award, and therefore not as a Joint Management Action, and in particular where the implementation of the Action requires financial support to be given to third parties, the Organisation may only award grants to third parties ("sub-grants") as provided for in the Special Conditions, and only in order to support the achievement of the objectives of the Action. The Description of the Action shall include a list and description of the types of activity which may be eligible for sub-grants, together with the criteria for the selection of the beneficiaries of these sub-grants. The Description of the Action shall also establish the total amount which may be used for awarding sub-grants as well as the criteria for fixing the exact amount per sub-grant. The maximum amount of a sub-grant shall be limited to EUR 60 000 per third party, except in cases where the financial support in the form of grants and sub-grants is the primary aim of the action and it is not funded by the European Development Fund. The sub-grants awarded by the Organisation are subject to the nationality and eligibility rules for selection provided for in Article 10.3.

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

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

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

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

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

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

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

- the performance of the Action requires the pooling of resources from a number of donors, and it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure (hereinafter, "Multi-donor Actions"), or
- the European Commission and the Organisation are bound by a long-term framework agreement laying down the administrative and financial arrangements for their cooperation; or
- the European Commission and the Organisation have jointly assessed the feasibility and defined the terms for implementation of the Action.

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

Article 2 - OBLIGATIONS REGARDING INFORMATION AND FINANCIAL AND NARRATIVE REPORTS

- 2.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall provide before signature of this Agreement a work plan for the first period of implementation specified in the Description of the Action. The Organisation shall also draw up progress reports and a final report. These reports shall consist of a narrative part and a financial part. Reporting, narrative as well as financial, shall cover the whole of the Action, regardless of whether this Action is wholly financed or co-financed by the Contracting Authority.
- 2.2 The Contracting Authority may request additional information at any time, providing the reasons for the request. Such information shall be supplied within 30 days of the request.

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

The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular separate information on the amounts subject to legal commitment and on costs incurred by the Organisation, and where applicable, its partners), the results expected and obtained and the budget details for the Action. The level of detail in any report should match that of the Description of the Action and of the Budget for the Action.

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

- Summary and context of the Action;
- Activities carried out during the reporting period (i.e. directly related to the Action and activities described in this Agreement);
- Difficulties encountered and measures taken to overcome problems;
- Changes introduced in implementation;
- Achievements and results measured in accordance with the performance indicators prescribed in this Agreement;
- Work plan for the following period including objectives and performance indicators of achievement. If the report cannot be sent before the end date fixed for the period covered by the preceding work plan, a new work plan, albeit provisional, shall be provided before such date.

- 2.5 The final report shall contain the above information on the activities and results of the Action (except for a work plan mentioned in the last indent, without purpose at the end of the Action) covering the whole Implementation Period, information on the measures taken to identify the European Union as the source of financing, and details on the transfers of assets provided for in Article 7.3 if relevant, plus a full summary of the Action's income, contributions received and cost incurred.

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

if payments follow option 1 in Article 15.1:

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

if payments follow option 2 in Article 15.1:

- a progress report shall accompany every request for pre-financing or interim payments;

- the final report shall be forwarded to the Contracting Authority within six months of the end of the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions.
- 2.7 Reports shall be submitted in Euro and in the holding currency used by the Organisation, and may be drawn from financial statements denominated in other currencies as per the Organisation's legislative requirements. In such case and for the purpose of reporting, conversion into Euro shall be made using the rate of exchange at which the Contracting Authority's contribution was recorded in the Organisation's accounts (weighted average), unless otherwise specified in article 4(3) of the Special Conditions.
- 2.8 Any additional reporting requirement shall be set out in the Special Conditions.
- 2.9 If the Organisation fails to supply a final report by the final report deadline laid down in Article 2.6, and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may refuse to pay any outstanding amount and recover any amounts unduly paid.

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

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

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

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

Article 3 - LIABILITY

- 3.1 The Organisation shall have sole responsibility for complying with all legal obligations incumbent on it.
- 3.2 The Contracting Authority may not under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out, or as a consequence of the Action. Therefore, the Contracting Authority may not accept any claim for compensation or increases in payment in connection with such damage or injury.

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

Article 4 - CONFLICT OF INTERESTS

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

There is a conflict of interests where the impartial and objective exercise of the functions of any person implementing this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party such as a contractor or grant beneficiary, or the final recipients of funds.

Article 5 - CONFIDENTIALITY

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

Article 6 - VISIBILITY AND TRANSPARENCY

- 6.1 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the European Union. Information given to the press, the beneficiaries of the Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding by the European Union" and shall display in an appropriate way the European logo (twelve yellow stars on a blue background). Such measures will be carried out in accordance with the Communication and Visibility Manual for EU External Actions laid down and published by the European Commission, or any other guidelines agreed between the European Commission and the Organisation.

It is understood that the Organisation's equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Union, the Organisation shall display appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo). Where such display could jeopardise the Organisation's privileges and immunities or the safety and security of the Organisation's staff, the Organisation shall propose appropriate alternative arrangements.

- 6.2 The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that does not create any confusion regarding the identification of the Action as an Activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation's privileges and immunities.
- 6.3 All publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."
- 6.4 If the equipment bought with a European Union contribution is not transferred to local partners of the Organisation or the final recipient of the Action at the latest when submitting the final report, the visibility requirements as regards this equipment (in particular display of the European logo) shall continue to apply between submission of the final report and the end of the overall project, programme or action of the Organisation, if the latter is longer.
- 6.5 Publicity pertaining to European Union contributions shall quote these contributions in Euro (€ or EUR), in parenthesis if necessary. The Organisation's publications and reports prepared in response to, and in accordance with, its legislative directives are excluded from this provision.
- 6.6 The Organisation accepts that the Contracting Authority and the European Commission (where it is not the Contracting Authority) publish in any form and medium, including on their websites the name and address of the Organisation, the purpose of the contribution as well as the amount contributed and if relevant the percentage of co-financing.
- Upon a duly substantiated request by the Organisation, the European Commission may agree to forego such publicity if disclosure of the above information would risk threatening the Organisation's safety or harming its interests.
- 6.7 With due regard to the applicable rules on confidentiality, security and protection of personal data, the Organisation shall publish, on an annual basis, on its website, the following information on grant and procurement contracts exceeding EUR 15.000 financed by the Contracting Authority: title of the contract/project, nature and purpose of the contract/project, name and locality of the contractor or grant beneficiary and amount of the contract/project. The term "locality" shall mean the address for legal persons and the Region on NUTS¹ 2 level, or equivalent, for natural persons.
- 6.8 The Organisation shall provide to the Contracting Authority the address of the website where this information can be found and shall authorise the publication of such address in the Contracting Authority's internet site.

The Organisation ensures that the obligation to publish this information shall be also applied by its implementing partners as described in Annex I of this Agreement, with

¹ Nomenclature of Territorial Units for Statistics, available at:
<http://ec.europa.eu/eurostat/ramon>

regard to their own grant and procurement contracts financed by the Contracting Authority.

Article 7 - OWNERSHIP/USE OF RESULTS AND EQUIPMENT

- 7.1 Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties or as may otherwise be agreed by the Organisation.
- 7.2 Notwithstanding the provisions of the first paragraph and subject to Article 5, the Organisation shall grant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 7.3 Unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies paid for by the Contracting Authority's funding shall be transferred to local authorities or local partners (excluding commercial contractors) of the Organisation or to the final recipients of the Action at the latest when submitting the final report. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in Article 16.3.

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

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

Article 8 - EVALUATION OF THE ACTION

- 8.1 Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Action. The results of such missions shall be reported to the European Commission.
- 8.2 Article 8.1 is without prejudice to any evaluation mission which the European Commission as a donor may wish to perform. Evaluation missions by representatives of the European Commission should be planned and completed in a collaborative manner between the Organisation's staff and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of this Agreement. These missions are to be planned ahead and procedural matters are to

be agreed upon by the European Commission and the Organisation in advance. The mission will offer to make a draft of its report available to the Organisation for comments prior to final issuance.

Article 9 - AMENDMENT OF THE AGREEMENT

- 9.1 Any modification to the Agreement, including the annexes thereto, shall be set out in writing in an amendment. This Agreement can only be modified during the execution period set out in Article 2(4) of the Special Conditions.

If the request for an amendment comes from the Organisation, the latter shall submit that request to the Contracting Authority one month before the amendment is intended to enter into force, and in any case no later than one month before the end of the execution period, unless there are special circumstances duly substantiated by the Organisation and accepted by the Contracting Authority.

- 9.2 Where a modification to the Description of the Action and/or the Budget does not affect the basic purpose of the Action and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 15 % or less of the amount originally entered (or as modified by a formal amendment) in relation to each concerned heading for eligible costs, the Organisation may amend the Budget and shall inform the Contracting Authority accordingly in writing. This method shall not be used to amend headings for administrative costs or the contingency reserve.

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

- 9.3 An amendment shall not have the purpose or the effect of making changes that would call into question the award decision. In cases the Agreement follows a call for proposals the amendment may not be contrary to the equal treatment of applicants or increase the maximum amount referred to in Article 3.2 of the Special Conditions.

Article 10 - CONTRACTING

- 10.1 If parts of the Action are contracted, the contracting arrangements, including in particular the principles for the award of procurement and grants, shall be as specified in the Description of the Action. If they are not specified therein, the Organisation will present them to the Contracting Authority as soon as they are available. The Organisation will also inform the Contracting Authority, with as much prior notice as possible, of changes in these arrangements. The Organisation will provide detailed information on contracting arrangements in the final report.
- 10.2 Unless otherwise agreed by the Parties in writing, the procurement of any goods, works or services and the award of grants by the Organisation and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Organisation.

This is based on the understanding that the Organisation's rules and procedures conform to internationally accepted standards, in compliance with the principles of transparency,

proportionality, sound financial management, equal treatment and non discrimination, care being taken to avoid any conflict of interests.

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

- grants shall not be cumulative, awarded retrospectively or have the purpose or effect of producing a profit for the grant beneficiary;
- grants must involve co-financing from other donors, save in cases of humanitarian and crisis situation, the protection of health and fundamental rights of people, where the grant beneficiaries are third countries or other international organisations and where it is in the interest of the European Union to be the sole donor.

10.3 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.

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

- a. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. they or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgement of a competent authority of a Member State which has the force of res judicata;
- c. they or persons having powers of representation, decision making or control over them have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity detrimental to the EU's financial interests;
- d. they are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information.
- e. they are subject to a conflict of interests.

The Organisation shall inform the European Commission when a candidate or tenderer is in one of the situations under point (c) or when a contractor financed from the present contribution has been found guilty of making false declarations or committing substantial errors, irregularities and fraud.

Without prejudice to the power of the European Commission or of the Contracting Authority to exclude an entity from future contracts and grants financed by the EU, financial penalties may be imposed to contractors by the Organisation according to its own rules and procedures.

- 10.5 In the event of failure to comply with the above provisions the relevant costs may be declared ineligible for funding by the Contracting Authority or by the European Commission, at the latest before acceptance of the Final Report.

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

- 11.1 Irrespective of the starting date and implementation period of the project, programme or action of the Organisation, the Implementation Period of this Agreement shall be as set out in Article 2 of the Special Conditions.
- 11.2 The individual contracts implementing the Action under this Agreement shall be concluded as specified in Article 2.5 of the Special Conditions. This contracting deadline also applies to all the individual contracts signed by the Implementing partner(s). After this contracting deadline and up to submission of Final Report, only contracts concerning final audits, evaluation, closure activities and individual contracts concluded after early termination of an existing contract may be concluded. The deadline for conclusion of individual contracts implementing the Action under the Agreement set out in Article 2.5 of the Special Conditions cannot be extended.
- 11.3 The Organisation may suspend without delay implementation of all or part of the Action if circumstances so require, in particular in case of *force majeure*, and informs the Contracting Authority immediately providing all the necessary details. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and may resume implementation of the Action once the conditions allow, and shall inform the Contracting Authority accordingly.
- 11.4 The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances so require in particular in cases of *force majeure* and in cases such as crisis entailing a change of policy. This Agreement may then be subsequently terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation and the Contracting Authority shall endeavour to minimise the duration of the suspension and shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.
- 11.5 The Implementation Period of this Agreement is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions or to Article 12.1, or to a termination in accordance with Article 12.1.
- 11.6 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them

available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party. Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*. Without prejudice to Articles 11.3 and 11.4 above, the Party invoking *force majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

Article 12 - TERMINATION OF THE AGREEMENT

12.1 If, at any time, either Party believes that the purposes of this Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate this Agreement by serving two months' written notice. In this event, the Organisation shall be entitled to payment of the contribution only for the part of the Action carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Action, which the Organisation cannot reasonably terminate on legal grounds. The part of the EU contribution unspent or not spent in accordance with this Agreement, shall be recovered by the Contracting Authority in accordance with Articles 17 and 18, after all liabilities incurred by the Organisation have been satisfied, including interest earned where applicable.

12.2 Where the Organisation:

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

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

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

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

12.5 Unless this Agreement is terminated earlier pursuant to Article 12, the payment obligations of the European Union hereunder shall cease at the "end date", which shall

occur 18 months after the end of the Implementation Period as defined in Article 2 of the Special Conditions.

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

Article 13 - SETTLEMENT OF DISPUTES

- 13.1 The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination. In default of amicable settlement, any Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this Agreement.
- 13.2 The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.
- 13.3 Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

FINANCIAL PROVISIONS

Article 14 - ELIGIBLE COSTS

- 14.1 To be considered eligible as direct costs under this Agreement, costs must:
 - be necessary for carrying out the Action, be provided for specifically in this Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - have been actually incurred during the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions, whatever the time of actual disbursement by the Organisation, in particular:
 - (i) Costs relating to services and works properly provided shall relate to activities performed during the implementation period. Costs relating to supplies shall relate to delivery and installation of items during the implementation period. Consequently, cash transfers between the Organisation and its partners, signature of a contract, placing of an order, or entering into any commitment for future delivery of services, works or supplies undertaken before or after expiry of the implementation period do not meet this requirement.
 - (ii) Except for multi-donor actions, costs incurred should be paid before the submission of the final reports. They may be paid afterwards, provided they are listed in the final report together with the estimated date of payment.

(iii) An exception is made for costs relating to final reports, including expenditure verification, audit and final evaluation of the Action, which may be incurred after the implementation period of the Action.

(iv) Procedures to award contracts, as referred to in Article 10, may have been initiated and contracts may be concluded by the Organisation and its partners before the start of the implementation period of the Action.

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

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

- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs (including in the form of provisions made in accordance with the Organisation accounting rules in case of Joint Management Action). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs shall not exceed those normally borne by the Organisation or partners;
- travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;
- purchase costs for equipment (new or used) which are attributable to the Action;
- purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
- costs directly arising out of, or related to, accepting or distributing contributions in kind;
- costs of consumables and supplies directly attributable to the Action;
- expenditure on contracting directly attributable to the Action;
- the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;
- costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).
- taxes, duties and charges, including VAT, actually paid and that the Organisation cannot reclaim (or, where applicable, its partners), unless otherwise provided in the Special Conditions.

14.3 The following costs shall not be considered eligible:

- debts and debts service charges;
- provisions for losses or potential future liabilities;
- interest owed by the Organisation to any third party;
- items already financed from other sources;
- purchases of land or buildings;
- currency exchange losses.

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

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

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

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

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

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

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

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

Article 15 - PAYMENTS

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

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

The Contracting Authority will provide a pre-financing from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 30 days of receiving the Agreement signed by both Parties.

The Contracting Authority will pay the balance within 90 days of receiving a request for payment accompanied by a final report. Approval of the report will be done within 45 days and in accordance with Article 15.2. The Contracting Authority will pay the balance within 45 days of approving the final report.

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

The Contracting Authority will provide a pre-financing from 80% to 95% of that part of the budget for the first 12 months of the Action which is being financed by it (excluding contingencies) within 30 days of receiving the Agreement signed by both Parties.

Each further instalment will consist of (1) an interim payment that will cover the remainder of the Contracting Authority's part of the budget for the previous period (including any approved contingencies) and (2) a pre-financing from 80% to 95% of that part of the budget for the subsequent 12-month period (or of the remaining period if shorter as regards the last instalment of pre-financing) which is financed by it (excluding contingencies), provided that at least 70% of the immediately preceding instalment (and 100% of previous instalments if any) has been subject to a legal commitment between the organization or its partner and a third party as proven by the relevant report.

The instalments and final payment will be made by the Contracting Authority within 90 days of receiving a request for payment accompanied by a progress or final report. Approval of any report will be done within 45 days and in accordance with Article 15.2. The Contracting Authority will then pay within 45 days of approving the progress or final report.

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

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

Reports shall be presented in accordance with Article 2.

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

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

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

By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it will be paid to the Organisation only upon demand submitted within two months of receiving late payment.

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

- 15.4 The level of pre-financing referred to in Article 15.1 above shall be set at a level of between 80% and 95 % in 5% increments taking into account past record of the Organisation in particular as regards timely submission of the final report.
- 15.5 The Contracting Authority will make payments in Euro into the bank account referred to in the financial identification form in Annex IV. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Organisation may provide a copy of the relevant financial identification form.
- 15.6 Where feasible, the funds paid by the Contracting Authority shall be maintained in Euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.
- 15.7 Where according to the Special Conditions interest earned by the Organisation on funds received from the Contracting Authority is due, it shall be deducted from the payment of the balance, re-used for the Action or recovered by the Contracting Authority. In that case, interest shall be identified as such and reflected in reports to the Contracting Authority.

Article 16 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

- 16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. Separate accounts or sub-accounts shall be kept for each Action, and shall detail all income generated by the Action, donor contributions and expenditure.

The accounting regulations and rules of the Organisation shall apply, provided that these regulations and rules conform to internationally accepted standards.

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

- 16.3 The Organisation shall, until at least five years after the end date as specified in article 12.5:
- keep financial accounting documents concerning the activities financed by the contribution and,
 - make available to the competent bodies of the European Union, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Organisation or by its implementing partners or contractors.
- 16.4 In conformity with its financial regulations, the European Union, including its Court of Auditors, may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.
- 16.5 These provisions shall be applied in accordance with any specific agreement concluded in this respect by the Organisation and the European Union.

Article 17 - FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY

- 17.1 The total final amount to be paid by the Contracting Authority to the Organisation shall not exceed the maximum contribution established by Article 3(2) of the Special Conditions, even if the overall costs incurred exceed the estimated total budget set out in Annex III.
- 17.2 Where Article 3(2) of the Special Conditions sets out a maximum percentage of estimated total eligible cost to be financed by the Contracting Authority, and if the eligible costs at the end of the Action are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the contribution of the Contracting Authority shall be limited to the amount resulting from multiplying the eligible costs by the percentage laid down in Article 3(2) of the Special Conditions.

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

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

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

- 17.4 In cases where the Action is suspended or not completed within the Implementation Period of this Agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied will be reimbursed to the Contracting Authority, including, where applicable, interest earned.
- 17.5 Where the Action is not carried out at all, or is not carried out properly, in full or on time and without prejudice to its right to terminate this Agreement pursuant to Article 12.2, the Contracting Authority may, after allowing the Organisation to submit its observations and without prejudice to Article 13, reduce the contribution pro rata the actual implementation of the Action on the terms laid down in this Agreement.

Article 18 - RECOVERY

- 18.1 Where recovery is justified, the Organisation shall repay to the Contracting Authority within 45 days of the issuing of a letter (debit note) by which the Contracting Authority reclaims from the Organisation, any amounts paid in excess of the final amount due.
- 18.2 If the Organisation fails to repay by the due date, the sum due shall bear interest at the rate indicated in article 15.3. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.
- 18.3 Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Organisation, after informing it accordingly. The Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in instalments.
- 18.4 Bank charges incurred from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.



ANNEX III

Budget for the Action



Annex III - Budget for the Action

Act. No Description	Planned Budget
RESULT 1 - Strengthened and institutionalised arrangements for PIFS NSA collaboration in regional policy development and implementation	€ 640,000
Activity 1.1. Develop a PIFS Engagement Strategy	€ 10,000
Activity 1.2. Enhance NSA coordination at PIFS	€ 630,000
1.2.1 Professional staff	€ 575,000
1.2.2 Staff operational costs	€ 35,000
1.2.3 Convene PSC and other governance / oversight meetings	€ 20,000
RESULT 2 - Enhanced NSA awareness to engage, influence and monitor regional policy development	€ 735,000
Activity 2.1 - development of regional Awareness Exchange mechanisms	€ 315,000
2.1.1 Development of Training materials	€ 75,000
2.1.2 Mentoring	€ 20,000
2.1.3 Cross Regional Exchange Seminars	€ 60,000
2.1.4 Policy Engagement Training	€ 140,000
2.1.5 Policy Awareness Workshops	€ 20,000
Activity 2.2 - Establish IT Platforms to create Policy Awareness	€ 70,000
2.2.1 IT Platforms, equipment, software and partnerships	€ 35,000
2.2.2 Virtual seminars/lectures/policy debates	€ 35,000
Activity 2.3 - Regional NSA consultative fora	€ 315,000
2.3.3 Regional NSAs Consultations	€ 315,000
Activity 2.4 - Regular dialogue between NSAs, PIFS and development partners	€ 35,000
2.4.3 Regional Dialogues	€ 35,000
RESULT 3 - Strengthened institutional capacities of NSAs to effectively participate in regional policy dialogue	€ 2,210,000
Activity 3.1 - Design, implement and manage the NSA PEP Grants Facility	€ 2,210,000
3.1.1 Establish the Grant Facility, consultations with NSAs and training	€ 15,000
3.1.2 Issue Calls for Proposals to implement the Grant Facility	€ 0
3.1.3 Provide support to NSAs to respond to these Calls for Proposals	€ 2,195,000
Sub-Total Activities	€ 3,585,000
Visibility and Communication	€ 40,000
Sub-Total Direct Costs	€ 3,625,000
Eligible Indirect Costs (5.26% of Direct Costs)	€ 190,675
Audits, evaluation	€ 100,000
Contingencies	€ 84,325
GRAND TOTAL	€ 4,000,000



Budget Breakdown per year

Activity	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Activity 1.1 - Develop a PIFS Engagement Strategy	30,000	0	0	0	0	30,000
1.1.1 Convene a PIFS meeting with SMM guidance to guide the NSA PEP work plan	1,000	0	0	0	0	1,000
1.1.2 Conduct a thematic mapping of regional NSA actors completed	8,000	0	0	0	0	8,000
1.1.3 Complete consultations and produce a NSA Engagement Strategy document	1,000	0	0	0	0	1,000
1.1.4 Enhance NSA coordinators at PIFS	126,000	128,000	128,000	126,000	126,000	610,000
Activity 1.2 - Enhance NSA coordinators at PIFS	115,000	115,000	115,000	115,000	115,000	570,000
1.2.1 Professional staff	7,000	7,000	7,000	7,000	7,000	35,000
1.2.2 Staff operational costs	4,000	4,000	4,000	4,000	4,000	20,000
1.2.3 Convene PFC and other governance / oversight meetings	87,000	97,000	92,000	22,000	17,000	315,000
Activity 2.1 - Develop the Grant Awareness Exchange Mechanisms	75,000	0	0	0	0	75,000
2.1.1 Engage Peak body NSAs through service contracts to provide training and resource materials	0	10,000	5,000	5,000	0	20,000
2.1.2 Establish mentoring arrangements for NSA leaders to support their individual and institutional capacities	12,000	12,000	12,000	12,000	12,000	60,000
2.1.3 Support cross regional exchange between Pacific NSAs and other regions	0	70,000	70,000	0	0	140,000
2.1.4 Conduct regional policy engagement process training for regional and national NSA representatives	0	5,000	5,000	5,000	5,000	20,000
2.1.5 Support thematic policy awareness workshops for regional and national NSAs (across region)	35,000	7,000	7,000	10,500	10,500	70,000
2.1.6 Secure equipment, software and partnerships to host virtual lectures	35,000	0	0	0	0	35,000
2.2.1 Host 10 virtual seminars/lectures/policy debates	0	7,000	7,000	10,500	10,500	35,000
2.2.2 Develop a platform with the UNDP Pacific Solutions Exchange (PSE) network	89,000	63,000	61,000	62,000	63,000	335,000
2.2.3 Develop a regional NSA consultative fora	0	0	0	0	0	0
2.3.1 Work with programmes across the Secretariat to connect the NSA Fora to policy meetings	0	0	0	0	0	0
2.3.2 Consult with regional NSAs on the organization of annual regional NSA fora	63,000	63,000	63,000	63,000	63,000	315,000
2.3.3 Host the annual regional NSA fora	7,000	7,000	7,000	7,000	7,000	35,000
2.4.1 Collaborate with the Development Cooperation team at PIFS	0	0	0	0	0	0
2.4.2 Support NSAs to implement the international standards of assessment for effective development cooperation	0	0	0	0	0	0
2.4.3 Organize at least 3 PIFS, NSA and Development Partners meetings	7,000	7,000	7,000	7,000	7,000	35,000
Activity 3.1 - Organize, implement and manage the NSA PEP Grants Facility	415,000	710,000	1,045,000	0	0	2,170,000
3.1.1 Establish the Grant Facility, consultations with NSAs and training	15,000	0	0	0	0	15,000
3.1.2 Issue Calls for Proposals to implement the Grant Facility	0	0	0	0	0	0
3.1.3 Provide support to NSAs to respond to issue Call for Proposals	420,000	710,000	1,045,000	0	0	2,175,000
3.1.4 Evaluate proposals and award grants	0	0	0	0	0	0
3.1.5 Develop and implement a M&E system on the Grant Facility	0	0	0	0	0	0
Sub-Total Activities	764,000	1,010,000	1,160,000	778,500	223,500	6,876,000
Sub-Total Direct Costs	10,000	10,000	10,000	5,000	5,000	45,000
Sub-Total Indirect Costs (5.26% of Direct Costs)	773,000	1,020,000	1,170,000	773,500	218,500	6,831,000
Total Total Commitments	40,134	53,663	72,062	12,782	10,000	198,641
Total Total Contingencies	813,134	1,073,663	1,492,062	245,782	203,510	5,130,151
GRAND TOTAL						8,481



ANNEX IV

Financial Identification Form





LEGAL ENTITIES

PRIVACY STATEMENT

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

PUBLIC ENTITIES

TYPE OF COMPANY	Non-Government Organisation		
NGO	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	(Non-Governmental Organisation)
NAME(S)	Pacific Island Forum Secretariat		
ABBREVIATION	PIFS		
OFFICIAL ADDRESS	Ratu Sukuna Road		
	Suva		
	Fiji		
POSTCODE		P.O. BOX	Private Mail
TOWN/CITY	Suva		
COUNTRY	Fiji		
VAT**			
PLACE OF REGISTRATION			
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	DD	MM	YYYY
REGISTRATION No			
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITIES" FORM SHOULD BE COMPLETED, SIGNED AND RETURNED TOGETHER WITH:
* A COPY OF THE RESOLUTION, LAW, DECREE OR DECISION ESTABLISHING THE ENTITY IN QUESTION;
* OR, FAILING THAT, ANY OTHER OFFICIAL DOCUMENT ATTESTING TO THE ESTABLISHMENT OF THE ENTITY BY THE NATIONAL AUTHORITIES
** IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT

DATE: 1/3/14

NAME + FUNCTION OF AUTHORISED REPRESENTATIVE

Richard Abu
Acting Team Leader Finance

SIGNATURE

STAMP







FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/library/execution/privacy_statement_en.pdf

ACCOUNT NAME (3)	
ACCOUNT NAME (1)	EDF 10 NSA PROGRAMME
ADDRESS	Pacific Island Forum Secretariat Ratu Sukuna Road
TOWN/CITY	Suva
COUNTRY	Fiji
POSTCODE	

(1) The name or title under which the account has been opened and not the name of the authorized agent.

CONTACT	Richard Alu
TELEPHONE	3220354
FAX	
E - MAIL	RichardA@forumsec.org

BANK	
BANK NAME	ANZ Bank
BRANCH ADDRESS	ANZ House Victoria Parade Suva
TOWN/CITY	Suva
COUNTRY	Fiji
POSTCODE	
ACCOUNT NUMBER	12025987
IBAN (2)	BSB Number 010890 & Swift Code: ANZBFJFX

(2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated.

REMARKS :

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE
(Both obligatory)(3)

DATE + SIGNATURE OF ACCOUNT HOLDER :
(Obligatory)

24/7/14
[Signature]

(3) It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under 'ACCOUNT NAME' and 'BANK'. In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account holder is obligatory in all cases.



ANNEX V

Request for Payment for Contribution Agreement with an International Organisation



ANNEX V

Request for payment for contribution agreement with an international organisation

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

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

Reference number of the Agreement: ...

Title of the 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 prefinancing/interim payment/balance² under the Agreement mentioned above.

The amount requested is [as indicated in Article 4(2) of the Special Conditions of the Agreement/the following: ...]³

Please find attached the following supporting documents:

- narrative and financial progress report (for prefinancing / 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 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 identification form annexed to the Agreement. In the event of change of bank account, please complete and attach a new identification form as per model.

N.B.: Instalments of prefinancing, Interim payments and final payments are subject to the approval of the corresponding report (see Article 15(1) of the General Conditions of Agreement)



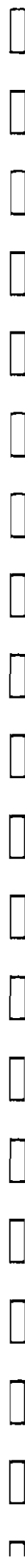
ANNEX VI

Indicative Operational Timetable Year 1



Indicative Operational Timetable - Year 1

Activity	Intended Outcome	Source of Verification	Responsibility	1	2	3	4	5	6	7	8	9	10	11	12	Budget
Result Area 1																
Activity 1.1 Develop a PFS Engagement Strategy																
1.1.1 Convene a PFS meeting with SHM guidance to guide the NSA PEP work plan	TOIs for PFS engagement strategy developed	Progress reports	NSA LO; NSA PM													€ 1,000.00
1.1.2 Conduct a thematic mapping of regional NSA actors on key policy engagement capacities and issues	Mapping of regional NSA actors completed	Progress reports														€ 8,000.00
1.1.3 Complete consultations and produce a NSA Engagement Strategy document	PFS Engagement Strategy document produced	Actual Engagement Strategy	NSA PM, NSAs LO													€ 1,000.00
Activity 1.2 Enhance NSA coordination at PFS																
1.2.1 Professional staff	Staff operational within a month following signature of CA	Progress reports; Performance & Recognition Evaluation	OSPCP													€ 115,000.00
1.2.2 Staff operational costs	Operational means are made available to the staff	Progress reports														€ 7,000.00
1.2.3 Convene PSC and other governance / oversight meetings	Overall oversight and guidance provided	Meeting records	OSPCP; NSA PM													€ 4,000.00
Result Area 2																
Activity 2.1 Develop Regional Awareness Exchange Mechanisms																
2.1.1 Engage peak body NSAs through services contracts to provide training and resource materials	Training and resource materials to build capacities in specific policy areas is conducted	STA reports	NSA PM; NSA LO; NSAs													€ 47,000.00
2.1.2 Establish mentoring arrangements for NSA leaders to support their individual and institutional capacities	Mentoring sessions take place on a regular basis	Progress reports; feedback from NSA leaders	NSA PM; NSA LO; NSAs													€ 0.00
2.1.3 Support cross regional exchange between Pacific NSAs and other regions	Collaborative relationships built with similar civil society partners	Progress reports	NSA PM; NSAs (in and outside the region)													€ 12,000.00
2.1.4 Conduct regional policy engagement process training for regional and national NSA representatives	NSAs capable to engage in policy dialogue substantially built	Progress reports; Evaluation report	NSA PM; NSAs													€ 0.00
2.1.5 Support thematic policy awareness workshops for regional and national NSAs (across region)	NSA awareness on specific policy areas is raised	Progress reports; Evaluation report	NSA PM; PFS Programme; NSA LO													€ 0.00
Activity 2.2 Establish IT Platform to create Policy Awareness																
2.2.1 Secure equipment, software and partnerships to host virtual lecture	Equipment supplied	Progress reports	NSA PM; IT Support													€ 39,000.00
2.2.2 Host 10 virtual seminars/lectures/policy debates	NSAs are fully aware of the policy work on going around the region	Feedback from NSAs; Audio Visual record of events	NSA PM; IT Support; NSA LO; NSAs													€ 35,000.00
2.2.3 Develop a platform with the UNDP Pacific Solutions Exchange (PSE) network	Effective information sharing with UNDP PSE Network	Progress reports	NSA PM; NSA LO; UNDP													€ 0.00
Activity 2.3 Regional NSA consultative fora																
2.3.1 Work with programmes across the secretariat to connect the NSA Fora to policy meetings	Effective synergy between policy meetings and NSA fora	Progress reports; Evaluation report	NSA PM; NSA LO													€ 61,000.00
2.3.2 Consult with regional NSAs on the organisation of annual regional NSA fora	Logistics, themes, format and participation are agreed to by PFS and NSAs	Progress reports	NSA PM; NSA LO; NSAs													€ 0.00
2.3.3 Host the annual regional NSA fora	Targeted messaging conveyed to regional policy meetings	Outcomes statement; Meeting records	NSA PM; NSA LO; NSAs; Dev. Partners													€ 63,000.00
Activity 2.4 Organise regular dialogues between NSAs, PFS and development partners to increase donor harmonization and coordination																
2.4.1 Collaborate with the Development Cooperation team at PFS	NSA participation at the meeting is institutionalised	PIC Partners Meeting outcomes statement	NSA PM; NSA LO; Dev. Coop. Team													€ 7,000.00
2.4.2 Support NSAs to implement the international standards of assessment for effective development cooperation	Development cooperation in the Pacific is assessed by this dialogue using global indicators	Assessment Reports; Progress reports	NSA PM; NSA LO; Dev. Coop. Team; NSAs													€ 0.00
2.4.3 Organise at least 5 PFS, NSA and Development Partners meetings	Effective dialogue between PFS, NSA and Development Partners	Meeting records; Evaluation Report	NSA PM; NSA LO; Dev. Coop. Team; PFS; NSAs													€ 7,000.00
Result Area 3																
Activity 3.1 - Design, implement and manage the NSA PEP Grants Facility																
3.1.1 Establish the Grant Facility, consultations with NSAs and training	Grant Facility successfully established	TA report	NSA GMD; NSA PM; Consultant; NSA GMD; NSAs PFS Prop													€ 418,000.00
3.1.2 Issue Calls for Proposals to implement the Grant Facility	Calls for Proposals are issued according to plan	Progress reports														€ 0.00
3.1.3 Provide support to NSAs to respond to these Calls for Proposals	Grant applications are successful	Progress reports	NSA GMD; NSA PM													€ 400,000.00
3.1.4 Evaluate proposals and award grants	Grant Agreements are effectively implemented	Grant Agreements; Progress Reports	NSA GMD; NSA PM; NSA LO; NSAs													€ 0.00
3.1.5 Develop and implement a M&E system on the Grant Facility	M&E system effectively implemented	Progress reports	GMD; NSA PM; NSAs													€ 0.00
GRAND TOTAL																
																€ 785,000.00



ANNEX VII

Logical Framework for the Action

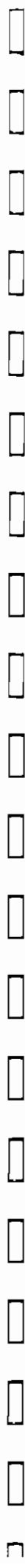


Annex VII Logical Framework for the Action

<i>Narrative Summary</i>	<i>Objectively Verifiable Indicators</i>	<i>Means of Verification</i>	<i>Assumptions</i>
Overall Objective			
Promote good governance in the Pacific and ensure that NSAs perspectives are reflected in effective regional policy development processes and dialogues	<ul style="list-style-type: none"> Inclusive formal mechanisms/space for dialogues in place for regional policy development, implementation and monitoring Number of policies impacted by NSAs views 	<ul style="list-style-type: none"> PIC/Partners meeting outcome documents Regional policy decision making and partnership processes and reports Development effectiveness reports CROP Executive Outcomes Surveys on NSA perceptions at regional level 	
Project Purpose			
Build capacity and ability of NSAs to participate effectively in regional policy and implementation arrangements.	<ul style="list-style-type: none"> Credible NSAs at regional and sub-regional level, able to give voice to constituencies or issues they represent Level and quality of NSAs joint initiatives/platforms/networks/issue-based alliances existing and performing over time. NSA participation, consultations and feedback in place for a minimum of 2 policy areas per year 	<ul style="list-style-type: none"> PIFS NSA engagement strategy EU/PIFS Dialogue Reports Country/regional reports MTR report and final evaluation report NSA produced briefing or papers Regional meetings outcomes Surveys on NSA perception at national and regional level Analysis of NSAs capacities/role 	<ul style="list-style-type: none"> Openness from Forum members to engage with active and vocal NSAs in the region translate NSAs perspectives into concrete aspects of regional policies Interest / availability of wide range of stakeholders (i.e. private institute, think tank, university) to work together at regional/sub-regional level
Project Results			
1. Strengthened and institutionalized arrangements for PIFS NSA collaboration in regional policy development and implementation	<ul style="list-style-type: none"> PIFS NSA Engagement Strategy is adopted by December 2015 through a participatory process At least 5 PIFS/NSAs/Dev Partners meetings organised Increased and active participation of women's non-state actors organisations in programme activities over 5 years 	<ul style="list-style-type: none"> Progress project reports Results-Oriented Monitoring mission reports MTR report and final evaluation report Qualitative analysis of meeting effectiveness Quantitative and quality assessment of women's organisations involved 	<ul style="list-style-type: none"> Willingness of Forum members to engage with vocal and active NSAs Good cooperation / trust among various groups of NSAs Degree of interest of NSAs in establishing partnership Capacity of NSAs to absorb grant funding and implement.
2. Enhanced NSA awareness to engage, influence and monitor regional policy development	<ul style="list-style-type: none"> Effectiveness of meeting organised : <ul style="list-style-type: none"> - at least 25 events (meetings; training workshops; seminars; regional fora) -At least 8 virtual seminars -At least 5 peer-to-peer, mentoring and cross-regional exchanges per year 	<ul style="list-style-type: none"> Qualitative survey on NSAs on their satisfaction, level of engagement and capacity to mobilise information and knowledge Positive feedback from NSAs on the virtual seminars and reports 	
3. Strengthened institutional capacities of NSAs to effectively participate in regional policy dialogue	<ul style="list-style-type: none"> At least 90% disbursement rate of grants facility At least 20% of the actions funded by the grant facility focus on gender policy/advocacy, gender mainstreaming or target women's non state actors organisations. 	<ul style="list-style-type: none"> Grants evaluation committee minutes (breakdown by topic, sector, type of organisation) grants progress and final reports number and success of campaigns and advocacy initiatives (broken down by topic) 	



Activities			
Act. No	Narrative Summary	Means	Costs
1.1	Develop a PIFS Engagement Strategy		
1.1.1	Convene a PIFS meeting with SMM guidance to guide the NSA PEP work plan including the development of TORs to develop the PIFS NSA Engagement Strategy	<ul style="list-style-type: none"> Operational facilities for 1 meeting 	1,000
1.1.2	Conduct a thematic mapping of regional Non State Actors on key policy engagement capacities and issues and related capacity development needs	<ul style="list-style-type: none"> Short-term consultancy 	8,000
1.1.3	Complete the consultations and produce a NSA Engagement Strategy document	<ul style="list-style-type: none"> Operational facilities for 3 internal consultations +1 consultation with regional NSAs 	1,000
1.2	Enhance NSA coordination at PIFS		
1.2.1	Professional staff : NSA Programme Manager (NSA PM), NSA Grant Management Officer (NSA GMO)	<ul style="list-style-type: none"> Staff costs over a period of 5 years 	570,000
1.2.2	Staff operations	<ul style="list-style-type: none"> Operational facilities 	35,000
1.2.3	Convene programme steering committee, NSA Advisory Group meetings and other governance / oversight meetings	<ul style="list-style-type: none"> Operational facilities for at least 7 SC meetings and 10 AG meetings 	20,000
2.1	Develop Regional Awareness Exchange Mechanisms		
2.1.1	Engage peak body NSAs through service contracts to provide training and resource materials to build policy awareness and capacity to engage constructively with policy for civil society and private sector.	<ul style="list-style-type: none"> Service contract for training 	75,000
2.1.2	Establish mentoring arrangements for NSA practitioners to support their individual and institutional capacities	<ul style="list-style-type: none"> Operational facilities 	20,000
2.1.3	Support cross regional exchange between Pacific NSAs and other regions (participation here in the region at the NSA Forum might be an example)	<ul style="list-style-type: none"> Operational facilities (Travel for exchange participants) 	60,000
2.1.4	Conduct regional policy engagement process trainings for regional and national NSA representatives (2 pax per country)	<ul style="list-style-type: none"> Training for at least 2 Policy engagement process 	140,000
2.1.5	Support thematic policy awareness workshops for regional and national NSAs (across region)	<ul style="list-style-type: none"> Operational facilities 	20,000
2.2	Establish IT Platforms to create Policy Awareness		
2.2.1	Secure equipment, software and partnerships to host virtual lectures/seminars on thematic policy issues and improve communications infrastructure of NSAs across the region	<ul style="list-style-type: none"> Supplies (software and or hardware) 	35,000
2.2.2	Host 10 virtual seminars/lectures/policy debates	<ul style="list-style-type: none"> Operational facilities 	35,000
2.2.3	Develop a collaborative platform with the UNDP Pacific Solutions Exchange network to share outputs and information	No specific cost associated	
2.3	Organize regional NSA consultative forum		
2.3.1	Consult with regional NSAs on the organization of annual regional NSA forums based on previous CSO Forums	Associated costs covered under other budget lines	
2.3.2	Work with programmes across the Secretariat to connect the NSA Forum to policy meetings institutionalized in the regional policy architecture.	No specific cost associated	
2.3.3	Host the annual regional NSA forums	<ul style="list-style-type: none"> At least 10 preparatory meetings between regional NSAs and PIFS Travel 	315,000



Activities			
<i>Act. No</i>	<i>Narrative Summary</i>	<i>Means</i>	<i>Costs</i>
2.4	Organize regular dialogues between NSAs, PIFS and development partners to increase donor harmonization and coordination		
2.4.1	Collaborate with the Development Cooperation team at PIFS to ensure that NSAs play a central role in the annual Pacific Island Country Partners meeting/dialogue	Associated costs covered under other budget lines	
2.4.2	Support NSAs to implement the international standards of assessment for effective development cooperation	Associated costs covered under other budget lines	
2.4.3	Organize PIFS, NSA and Development Partners meetings	<ul style="list-style-type: none"> Operational facilities for at least 5 meetings 	35,000
3.1	Design, implement and manage the NSA PEP Grants Facility		
3.1.1	Engage technical assistance to design the Grant Facility (using PIFS and EU standards)	<ul style="list-style-type: none"> Services (1 consultant to design the facility) 	65,000
3.1.2	Design and establish the Grant Facility, including consultations with NSAs and training for Forum NSA PEP staff	<ul style="list-style-type: none"> Operational facilities for at least 2 consultations with regional NSAs 1 workshop to train staff on the facility 	5,000
3.1.3	Establish grant selection committee and issue at least 6 calls for proposals to implement the Grant Facility (1 in year 1; 2 in year 2; and 3 in year 3)	<ul style="list-style-type: none"> Grant contracts of max. €20,000 each. Total of €335,000 to be disbursed for each call for proposals 	2,130,000
3.1.4	Provide support to NSAs to respond to these Calls for Proposals	No specific cost associated	
3.1.5	Develop and implement a monitoring and evaluation system on the Grant Facility	Associated costs covered under other budget lines	
		SUB-TOTAL ACTIVITIES	3,575,000
	General costs		
		<ul style="list-style-type: none"> Visibility and Communication Eligible Indirect Costs (5.26% of Direct Costs) Audits, evaluation Contingencies 	40,000 190,149 100,000 94,851
		GRAND TOTAL	4,000,000

