

**EUROPEAN UNION  
INDIRECT MANAGEMENT DELEGATION AGREEMENT**

IMDA - FED/2014/341-147 (the "Agreement")

The European Union (the "EU"), represented by the European Commission, (the "Commission") of the one part, and **CAMÕES, Instituto da Cooperação e da Língua, I.P** (the "Organisation") of the other part, (individually a "Party" and collectively the "Parties"), have agreed as follows:

**SPECIAL CONDITIONS**

**Article 1 - Purpose**

- 1.1 This Agreement defines the activities entrusted to the Organisation for the implementation of the Action "*Supporting the consolidation of the rule of law of PALOP and Timor-Leste*" project as described in Annex I (the "Action") consisting in budget implementation tasks as detailed in the description of the Action and may also include other tasks clearly identified. This Agreement lays down the rules for implementation, for the payment of the EU contribution, and defines the relations between the Organisation and the Commission.
- 1.2 This Agreement consists of these special conditions (the "Special Conditions") and their annexes.
- 1.3
  - a) In the performance of the activities, the Organisation shall apply its own accounting, internal control and audit systems which have been positively assessed by the Commission in the ex-ante pillars assessment and which comply with the conditions set in Article 2.5 of Annex II.
  - b) The Organisation shall apply its own rules for grant award procedure, as assessed by the Commission in the ex-ante pillars assessment and its own procurement procedures, as assessed by the Commission in the ex-ante pillars assessment.
- 1.4 The Action is a Multi-Donor Action.

**Article 2 - Entry Into Force, Execution Period, Implementation Period and Contracting Deadline**

Entry Into Force

- 2.1 The Agreement shall enter into force on the date when the last of the two Parties signs.

Execution Period

- 2.2 The Execution Period of this Agreement shall start at the entry into force of this Agreement as provided for in Article 2.1. The end of the execution period shall be the "end date" referred to in Article 16.4 of the General Conditions.

Implementation Period

- 2.3 The Implementation Period of the Agreement (the "Implementation Period") shall commence on the 1st of October 2014.
- 2.4 The Implementation Period of the Agreement as laid down in Annex I is , of forty four (44) months. Upon adequate justification either Party may request the extension of the Implementation Period in accordance with Article 13 of Annex II.

- 2.5. Individual procurement and grant contracts implementing this Agreement shall be signed by the Organisation or the Sub-delegate within forty four (44) months from the date of entry into force of this Agreement.

### Article 3 - Financing the Action

- 3.1 The total cost of the Action is estimated at EUR **8.050.000**. The Commission undertakes to provide EDF Financing up to a maximum of EUR **6.650.000**. The final amount will be established in accordance with Articles 18 and 20 of Annex II.
- 3.2 The flat rate mentioned in Article 18.4 shall be 7 %.
- 3.3 Interest generated on pre-financing shall not be due.
- 3.4 The contingency reserve, included in Annex III may be used to cover any adjustment necessary in the light of changed circumstances on the ground. The part corresponding to 5% of the EU share shall only be used with the prior written authorisation of the Commission, upon a duly justified request from the Organisation.

### Article 4 - Narrative and Financial Reporting and Payment Arrangement

- 4.1 Progress and Final reports shall be produced in support of payment requests pursuant to Articles 4 and 19 of Annex II.
- 4.2 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

Pre-financing .....	EUR 1.450.000,00
Second instalment.....	EUR 1.450.000,00
Third instalment.....	EUR 1.450.000,00
Fourth instalment .....	EUR 1.450.000,00
Forecast final payment.....	EUR 850.000,00

### Article 5 – Communication language and contacts

- 5.1 All communications to the Commission in connection with the Agreement, including reports referred to in Article 4 of Annex II, shall be in **Portuguese**. If requested by the Commission they shall be accompanied by a translation or a summary in English or French.
- 5.2 Any communication relating to the Agreement shall be in writing, shall state the number and/or title of the Action, and shall use the following addresses below.
- 5.3 Any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

#### For the Commission

#### ***Delegação da União Europeia na República de Angola***

For the attention of **Financial Unit/Section** – Edifício Rey Katyavala, Gaveto da rua da Liga Nacional Africana, Luanda - Angola

#### For the Organisation:

Camões – Instituto da Cooperação e da Língua, I.P.

Att. DSC – Direção de Serviços da Cooperação

Avenida da Liberdade, 270

1250-149 Lisboa

- 5.4 Ordinary mail shall be deemed to have been received by the Commission on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be: Paula Barros, Cooperation Department Director.

5.6 All communications to the Commission concerning the Central Exclusion Database shall be submitted by the Organisation to the European Commission at the address stated in Article 5.3.

**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 this Agreement
- Annex III: Budget for the Action
- Annex IV: Financial Identification Form
- Annex V: Standard Request for Payment
- Annex VI: Communication and Visibility Plan
- Annex VII: Management Declaration template

6.2 In the event of a conflict between 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 (General Conditions) and those of the other Annexes, the provisions of Annex II shall take precedence.

**Article 7 – Additional specific conditions applying to the Action**

7.1 The following shall supplement the General Conditions:

7.1.1 Both parties acknowledge that, according to the Organisation's rules, goods can be purchased regardless of its origin, and the organisations, companies and experts selected for carrying out activities can be of any nationality. Hence, the Organisation and the institutional partners in PALOP and Timor-Leste may purchase goods without the requirement to inform the Head of Delegation, and shall be exempted from the obligation to demand the presentation of a certificate of origin.

7.2 The following derogations from the General Conditions shall apply:

7.2.1 By derogation from Article 4.10, 4.11 and 4.13 of Annex II, the reports produced by the Organisation shall not be accompanied by a management declaration in accordance with the template in Annex VII.

Done in **Luanda** in three originals in the English language, two for the Commission and one for the Organisation.

For the Organisation  
Name: *Paulo Cabral*  
Position: *Director*  
Signature: *[Handwritten Signature]*  
Date: *11/08/2014*



For the Commission  
Name: *GORDON KRICKE*  
Position: *Chief de Délégation*  
Signature: *[Handwritten Signature]*  
Date: *08.08.2014*

