

CONTRIBUTION AGREEMENT

between

THE EUROPEAN COMMISSION

and

**THE REGIONAL AUTHORIZING OFFICER,
PACIFIC ISLANDS FORUM SECRETARIAT**

**Technical Cooperation Facility
9.ACP-RPA-10**

EUROPEAN COMMUNITY CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

AGREEMENT NO. 9540/REG

The European Commission, represented by the Delegation of the European Commission for the Pacific, with its Head Office at FDB Building, Level 4, Victoria Parade, Suva, Fiji Islands ("the Contracting Authority")

of the one part,

and

the Regional Authorising Officer, Pacific Islands Forum Secretariat with its office at Ratu Sukuna Road, Private Mailbag, GPO, Suva, Fiji Islands ("the Organisation")

of the other part,

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: *Technical Cooperation Facility Project* ("the action").
- 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 ("Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.

Article 2 – Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the last of the Parties signs.
- 2(2) The implementation of this Agreement will begin on the first day of the month following the date on which the first prefinancing is paid by the Contracting Authority
- 2(3) The implementation period of this Agreement is until 31 December 2009.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the 9th EDF European Development Fund Technical Cooperation Facility Project (through the Contracting Authority) is estimated at EUR 900,000, as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 900,000 the final amount will be established in accordance with Article 17 of Annex II.

Article 4 - Narrative and financial reporting and payment arrangements

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

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

Option 2

Prefinancing: EUR 222,920

Forecast additional annual payments X2:
(subject to the provisions of Annex II) EUR 338,540

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:

Head of Delegation
Delegation of the European Commission for the Pacific,
Private Mail Bag,
Suva,
Fiji

For the Organisation:

The Regional Authorising Officer,
Pacific Islands Forum Secretariat,
Ratu Sukuna Road,
Suva,
Fiji

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 Community contribution agreements with international organisations

Annex III: Budget for the Action

Annex IV: Financial Identification Form

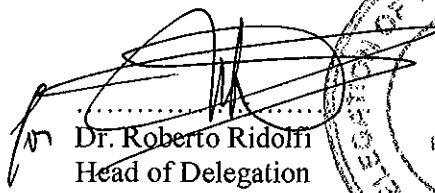
Annex V: Standard Request for Payment

Annex VI: TCF Operational Guidelines

- 6(2) In the event of a conflict between the provisions of the Annexes and those of the Special Conditions, 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.

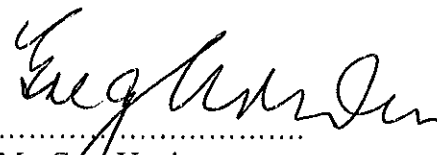
Done at Suva in four originals in the English language, two for the Contracting Authority and two for the Organisation.

For the Contracting Authority


.....
Dr. Roberto Ridolfi
Head of Delegation
Delegation of the European Commission for the Pacific


11 DEC 2006

For the Organisation


.....
Mr. Greg Urwin
Regional Authorising Officer
Pacific Islands Forum Secretariat


16 NOV 2006,

ANNEX I

**CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL
ORGANISATION FOR A DECENTRALISED PROGRAMME****-EUROPEAN COMMUNITY EXTERNAL AID-****SUMMARY**

The programme will facilitate the implementation of the 9th EDF RSP/RIPs in particular the Human Resource Development focal area of the Pacific Regional Strategy Paper and will also assist in the preparation of programmes to be financed by the 10th EDF. The programme is consistent with ACP-EU goals to build capacity within NAO/RAO offices. The project is funded by the 9th EDF Pacific Regional Indicative Programme.

There are currently 20 active projects (total value €73 million) under the EDF Pacific Regional Programme, all administered through the Regional Authorising Officer – the Secretary General of the Pacific Islands Forum (PIFS). Thus, the TCF will be implemented by PIFS, closely supervised by the TA to RAO II project (6-RPR-596 & 7-RPR-786).

In general, the programme will provide for:

A Technical Assistance Facility (TAF) – a facility for the recruitment of short to medium-term consultants to assist in the main stages of the project cycle, to ensure the effective implementation of the Regional Indicative Programme (RIP) and other EC programmes in line with the region's development strategy and in keeping with the objectives of the Cotonou Agreement. Consultants will be engaged to assist with specific tasks related to 9th and 10th EDF project identification, preparation and assistance with tender and contract procedures and with evaluation and monitoring or audit where this has not been provided for in the project itself, or the project has already been closed. These services will be provided by consultants recruited by or on behalf of the RAO, in particular Article 23.6 of Annex IV to the Cotonou Agreement.

TSPP – Training Support for Projects & Programmes – this will finance various capacity building actions such as training workshops or awareness raising activities prior to or during the formulation of a project or programme – for example a Project Cycle Management workshop of stakeholders in a sector identified in the RIP – in accordance with EDF procedures.

CS – Conferences and Seminars – these include: (a) more general short-term training activities for PACP officials and/or non-state actors on topics related either to the priorities of the ACP-EU Partnership Agreement (structural adjustment, democracy, environment, trade, etc.) or to EDF or other EU administrative and financial procedures and (b) participation by PACP officials or non-state actors in international meetings or seminars on themes of development, trade, etc. The latter are normally organized by bodies or organizations other than the Commission (including UN bodies) – in accordance with EDF procedures. **CS activities** have not been specifically provisioned in the TCF. However, they are not to be excluded and could take place notably through the contingencies, in accordance with applicable rules.

INTERVENTION

Overall objectives

The overall objective of the programme is:

to improve the implementation of National and Regional Indicative Programmes among Pacific ACP countries through the support of sound development programmes financed from the European Development Fund (EDF) and to foster a coherent and informed approach to development and trade issues.

Project purpose

The main specific purpose is to provide NAO/RAO offices with timely access to short-term specialist assistance.

Results

The programme will produce the following results:

Identification of programmes to be financed by the EDF;

Preparation and formulation of programmes to be supported from the EDF;

increased understanding of issues relating both to specific programme-related matters and to general development and/or trade-related matters.

Activities

The programme will be principally composed of TAF including:

- consultancies for short-term experts (30-40 person/months) which will be sub-contracted by PIFS to undertake the required studies and technical assistance missions, in relation to cooperation or trade issues, both in respect of the implementation of ongoing programmes and of possible future programmes.
- a long term project Administrator (36-month) to be recruited by PIFS. The person contracted will work under the supervision of the Deputy RAO, Enabling Mechanisms (EM) department. The position may be cost-shared with existing positions within EM, should the volume of work be less than anticipated. (in this case the RAO will seek HOD endorsement)

The rest of the TCF will be shared between TSPP, contingencies, audit and evaluation. (Audits and evaluations of other projects will be financed through this initiative whenever they cannot be financed by the project itself or where it is convenient or more efficient to combine a number of audits/evaluations of related interventions).

Indicators

The key indicators for measuring progress shall be the number and the quality of requests received from PACP countries and of studies successfully completed.

Lessons learned from previous projects/evaluations

- The Pacific Islands Forum Secretariat (PIFS) successfully manages and implements other types of short-term technical assistance projects under other donor funding. Lessons learnt from such experiences have been factored into the EDF-TCF design.

Technical assistance in general has been an essential part of the major programmes in the region funded from the EDF. However, it was not always possible to optimize the use of technical assistance, for one or more of the following reasons:

- Difficulties in synchronizing mobilization of human resources with other programme components due to complex administrative and procedural reasons;
- Continued need for training and technical assistance in the supported sectors, including beyond the lifetime of traditional projects;
- Limited procedural knowledge, having hampered project preparation and implementation;
- Absence of, or impossibility of long-term planning of conference participation, leading to *ad hoc* requirements which could not be satisfied.

More particularly, lessons learned from previous technical cooperation and training projects highlighted the need of competent Short term expertise for:

- complementary training/coaching at all levels among all stakeholders and partners (government, NSAs, private sector);
- a high level of involvement and capacity building of state or non-state actors;
- developing linkages at regional level.

An advantage of the TCF is the flexibility and speed of its use to address needs rising in the framework of EC-Pacific region cooperation, whether in the context of the project cycle or in other areas of EC-Pacific region cooperation.

Co-ordination with other donors

Donor coordination at regional level takes place in various informal or formal forms, on both cooperation and trade issues. This project does not impinge upon the action of other donors, nor does it depend upon them. Donors generally consider that the TCF will contribute to their respective bilateral and regional programmes, especially if the outputs of TCF are shared. However, specific attention to donor co-ordination will be sought on project/study design where other donors are shared contributors.

Environment, gender mainstreaming and other aspects

An evaluation of the social and environmental impacts of future development programmes forms an integral part of the studies to be carried out. Gender perspective must be reflected in the results, and therefore also in the formulation and implementation phases as well as in the evaluation of any future RSP/RIP programmes. To this effect, it is important that TA employed is competent and knowledgeable on gender issues. The gender balance among participants in conferences and seminars will be followed up by the RAO and Delegation to ensure that it is appropriate to the topic or sector concerned.

Environmental impact assessments, if necessary, will be carried out within the context of a strategic policy analysis and shall follow internationally recognized procedures.

IMPLEMENTATION

Physical and non-physical means

The programme will involve:

Approximately 20 short term consultancy assignments. Consultancy firms or individual experts will be identified for this purpose. Due to the widespread availability of ACP expertise, it is expected that a large proportion of the consultants will be ACP based.

A contract for a long term project Administrator.

Organisational and implementation procedures

The programme will be run by PIFS under decentralized management. The overall responsibility for the implementation of the programme lies with the Regional Authorising Officer, who may request the Commission to implement technical assistance contracts under Article 23.6 of Annex IV of the Cotonou Agreement.

Annual Financial audits will be carried out in conformity with international standards of auditing.

Monitoring

Day-to-day project monitoring will be undertaken by PIFS through the TA to RAO project. Bi-annual reports will detail project status providing the basis of 6-month review meetings between the RAO and the EC Delegation. The key indicators for measuring progress shall be the number of requests received from PACP countries and the number of studies successfully completed.

Evaluation and Audit

The project will be subject to an independent end-of-term evaluation. PIFS will arrange for an annual independent audit that will be forwarded to the EC Delegation. Audits must comply with international standards.

ANNEX II

ANNEX II
**General Conditions applicable to European Community
contribution agreements with international organisations**

General and administrative provisions

Article 1 – General obligations.....	2
Article 2 – Obligations regarding information and financial..... and narrative reports.....	3
Article 3 – Liability.....	5
Article 4 – Conflict of interests	5
Article 5 – Confidentiality	5
Article 6 – Visibility	5
Article 7 – Ownership/use of results and equipment.....	6
Article 8 – Evaluation of the Action.....	7
Article 9 – Amendment of the Agreement.....	7
Article 10 – Contracting and Procurement	7
Article 11 – Implementation period of the Agreement, suspension,	
<i>force majeure</i>	8
Article 12 – Termination of the Agreement.....	9
Article 13 – Settlement of disputes.....	10

Financial provisions

Article 14 – Eligible costs.....	11
Article 15 – Payments	12
Article 16 – Accounts and technical and financial checks	14
Article 17 – Final amount of financing by the Contracting Authority	15
Article 18 – Recovery	15

GENERAL AND ADMINISTRATIVE PROVISIONS

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

Partners participate in implementing the Action, and the costs they incur are eligible under the same conditions as those incurred by the Organisation.

The Organisation is fully responsible for the co-ordination and execution of all contracted activities. The Contracting Authority recognises no contractual link between itself and the Organisation's partner(s) or between itself and a contractor.

- 1.4. The Organisation undertakes to ensure that the conditions imposed upon it under Articles 1, 3, 4, 5, 6, 7, 14, 16 and 17 of this Agreement also apply to all partners and 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 must 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 Community or the Contracting Authority, and 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 may not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authority.
- 1.7. Where the performance of the Action requires the pooling of resources from a number of donors, and where it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure, the provisions

regarding "Multi-donor Actions" in these General Conditions will apply. In addition, Article 3(2) of the Special Conditions will not show the percentage of estimated total eligible cost, to which the Contracting Authority contributes, where the final funding of the Action is not known at the time of signing the Agreement.

- 1.8. Where the European Community 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 eventually paid by the European Community budget ¹, and the provisions on visibility in this Agreement will apply accordingly.

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

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

- 2.4. The narrative report shall directly relate to this Agreement and shall at least include:
- Summary and context of the Action;
 - Activities carried out during the reporting period (i.e. directly related to the Action description and activities foreseen in this Agreement);
 - Difficulties encountered and measures taken to overcome problems;

¹ Where the contribution is financed out of the European Development Fund, mentions of European Community financing must be read as referring to European Development Fund financing.

- Changes introduced in implementation;
 - Achievements/results by using the indicators included in this Agreement;
 - Work plan for the following period including objectives and indicators of achievement. If the report is sent after the end of the period covered by the preceding work plan, a new work plan, albeit provisional, is always required before such date.
- 2.5. The final report shall contain the above information (excluding the last indent) covering the whole implementation period of this Agreement, information on the measures taken to identify the European Union as the source of financing and details on the transfers of assets mentioned in article 7.3 if relevant, plus a full summary of the Action's income and expenditure and payments received.
- 2.6. The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:
- if payments follow option 1 in Article 15.1:
- a progress report shall be forwarded to the Contracting Authority at the end of every twelve-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 further instalment of prefinancing;
 - 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 will be submitted in Euro, and may be drawn from financial statements denominated in other currencies as per the Organisation's legislative requirements. Where necessary, actual expenditure will be converted into Euro using the rate of exchange at which the Contracting Authority's contribution was recorded in the Organisation's accounts, unless otherwise specified in article 4(3) of the Special Conditions.
- 2.8. Any additional reporting requirement will be set out in the Special Conditions.
- 2.9. If the Organisation fails to supply a final report by the final report deadline laid down in Article 2.6, and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may refuse to pay any outstanding amount and recover any amounts unduly paid.

Furthermore, where the Organisation fails to present a progress report and where relevant a request for payment by the end of each twelve-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 (the "Parties") 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.

3. ARTICLE 3 – LIABILITY

- 3.1. The Organisation shall have sole responsibility for complying with any legal obligation incumbent on it.
- 3.2. The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out or as a consequence of the Action. The Contracting Authority cannot therefore 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.

4. ARTICLE 4 – CONFLICT OF INTERESTS

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

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

5. ARTICLE 5 – CONFIDENTIALITY

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

6. ARTICLE 6 – VISIBILITY

- 6.1. Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that an Action has received funding from the European Union. Information given to the press, the beneficiaries of an 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).

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 Community, the Organisation shall include appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo (twelve yellow stars on a blue background) provided that such actions do not jeopardise the Organisation's privileges and immunities and the safety and security of the Organisation's staff.

- 6.2. The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation's privileges and immunities.
- 6.3. All publications by the Organisation pertaining to Actions that have received funding from the European Community, 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 Community contribution is not transferred to local partners of the Organisation or the final recipient of the Action at the end of the implementation period of this Agreement, the visibility requirements as regards this equipment (in particular display of the European logo) shall continue to apply between the end of the implementation period of this Agreement and the end of the overall Action, if the latter is longer.
- 6.5. Publicity pertaining to European Community contributions shall quote these contributions in Euro, 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 cofinancing.

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.

7. 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 grants 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 partners (excluding commercial contractors) of the Organisation or to the final recipients of the Action by the end of the Action. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in article 16.3.

8. 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. This 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.

9. ARTICLE 9 – AMENDMENT OF THE AGREEMENT

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

If the request for an amendment comes from the Organisation, the latter shall submit that request to the Contracting Authority one month before the amendment is intended to enter into force, unless there are special circumstances duly substantiated by the Organisation and accepted by the Contracting Authority. A request to extend the implementation period of this Agreement must be duly justified and submitted no later than one month before the end of it.

- 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, 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) under each relevant heading for eligible costs, the Organisation may apply the modification and shall inform the Contracting Authority accordingly in writing. This method may 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.

10. ARTICLE 10 – CONTRACTING AND PROCUREMENT

- 10.1. If parts of the Action are contracted, the contracting arrangements will 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 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, including the award of contract to the tender offering best value for money, in compliance with the principles of transparency and equal treatment for potential contractors, care being taken to avoid any conflict of interests.

- 10.3. If allowed by the applicable regulatory provisions of the European Community, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. In any event goods,

organisations, companies and experts eligible under the applicable regulatory provisions of the European Community shall be eligible.

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

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

11. ARTICLE 11 – IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, FORCE MAJEURE

- 11.1. Irrespective of the starting date and implementation period of the Action, the implementation period of this Agreement shall be as set out in Article 2 of the Special Conditions
- 11.2. The Organisation may suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. It shall inform the Contracting Authority without delay and provide all the necessary details. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and may resume implementation of the Action once the conditions allow, and shall inform the Contracting Authority accordingly.
- 11.3. The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it impossible or too difficult or dangerous to continue. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.
- 11.4. The implementation period of this Agreement is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions.

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

12. 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.

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, without prior 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 (exceptionally) the eligibility of expenses as a precautionary measure, informing the Organisation immediately.

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

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

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

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 this Agreement.
- 13.2. The language to be used in the arbitral proceedings shall be English. 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

14. 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 actually been 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;
- be recorded in the Organisation's or Organisation's partners' accounts, be identifiable, backed by originals of supporting evidence (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 10.4, 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). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs will not exceed those normally borne by the Organisation or partners;
- travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;
- purchase costs for equipment (new or used) which are attributable to the Action;
- purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
- costs directly arising out of, or related to, accepting or distributing contributions in kind;
- costs of consumables and supplies directly attributable to the Action;
- expenditure on contracting directly attributable to the Action;
- the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;
- costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).

14.3. The following costs shall not be considered eligible:

- debts and provisions for possible future losses or debts;

- interest owed by the Organisation to any third party;
- items already financed from other sources;
- purchases of land or buildings;
- currency exchange losses;
- taxes, duties and charges (unless the Organisation is not able to reclaim them and if allowed by the applicable regulatory provisions of the European Community).

14.4. A fixed percentage of direct eligible costs, not exceeding 7 %, shall be eligible as indirect costs.

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

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

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

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

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

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

14.6. In the case of co-financing, contributions in kind made by the Organisation or its partners may not be considered 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.

15. 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 payment of prefinancing of from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

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 payment of prefinancing of from 80% to 95% of that part of the forecast budget for the first 12 months of an Action which is being financed by it (excluding contingencies) within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

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

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

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

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

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

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

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

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

The interest shall not be treated as an income for the purposes of determining the final amount of Community 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 prefinancing 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 EUR into the bank account referred to in the financial identification form in Annex IV. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Beneficiary may provide a copy of the relevant financial identification form.
- 15.6. Where feasible, the funds paid by the Contracting Authority shall be maintained in Euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.
- 15.7. For Multi-donor Actions, the Organisation's rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.

In all other cases, interest earned by the Organisation on funds received from the Contracting Authority shall be identified as such and reflected in reports to the Contracting Authority. Interest earned shall be reimbursed to the Contracting Authority.

16. ARTICLE 16 – ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

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

For Multi-donor Actions, the accounting regulations and rules of the Organisation shall apply. This is based on the understanding that these regulations and rules conform to internationally accepted standards.

In all other cases the Organisation shall use a dedicated double-entry book-keeping system as part of or as an adjunct to the Organisation's own accounts.

This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Contracting Authority.

- 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 Communities, 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 Communities 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 Community.

17. ARTICLE 17 – FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY

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

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

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

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

18. ARTICLE 18 – RECOVERY

- 18.1. Where recovery is justified, the Organisation undertakes to repay to the Contracting Authority within 45 days of receiving a request from the latter 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 by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.

ANNEX III

Budget for the Action (Euro)**TECHNICAL COOPERATION FACILITY**

Budget Line	Year 1	Year 2	Year 3	Total
Technical Assistance – Long Term	34,000	33,000	33,000	100,000
Technical Assistance – Short Term	200,000	200,000	200,000	600,000
Office Costs	15,000	15,000	15,000	45,000
Equipment	5,000	3,000	2,000	10,000
Publications and Promotions	5,000	3,000	2,000	10,000
Duty Travel (Project Administrator)	5,000	3,000	2,000	10,000
Total Direct Cost	263,000	257,000	255,000	775,000
*In-Direct Costs (5%)	13,150	12,850	12,750	38,750
Total Operational Cost	276,150	269,850	267,750	813,750
Audit	2,500	2,500	2,500	7,500
Contingencies				78,750
Total Project Cost	278,650	272,350	270,250	900,000

* In-direct costs comprise of project management, supervision, and all other unforeseen costs provided by PIFS. Indirect costs will be paid at the rate of 5% of audited project expenditure.

ANNEX IV

FINANCIAL IDENTIFICATION

ACCOUNT HOLDER

NAME: MS PATRICIA SACHS-CORNISH

ADDRESS: PACIFIC ISLANDS FORUM SECRETARIAT, RATU SUKUNA ROAD, SUVA.

TOWN/CITY : SUVA

CONTACT PERSON: MR IOSEFA MAIAVA

TELEPHONE: 3312-600

FAX: 3312-696

E, — MAIL: iosefaM@forumseo.org,fj

BANK

BANK NAME: ANZ BANK

BRANCH ADDRESS: ANZ HOUSE, VICTORIA PARADE, SUVA

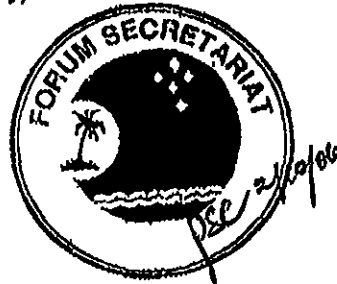
POSTCODE

TOWN/CITY: SUVA

ACCOUNT NUMBER: 1372321

IBAN (optional)

if

REMARKS:**BANK STAMP + SIGNATURE BANK
REPRESENTATIVE**
(Both Obligatory)**DATE + SIGNATURE ACCOUNT HOLDER:**
(Obligatory)

ANNEX V

**Request for payment for grant agreement with international organisations
concluded under decentralised external aid programmes**

Date of the request for payment [.....]

For the attention of

Head of Delegation, Delegation of the European
Commission for the Pacific, PMB, Suva, FIJI

Reference number of the grant Agreement: *to be completed*

Title of the Contribution Agreement: Technical Cooperation Facility 1

Name and address of the Beneficiary: Pacific Islands Forum Secretariat, PMB,
Suva, Fiji Islands.

Request for payment number: *to be completed*

Period covered by the request for payment: One year from the date of payment

Dear Sir,

I hereby request payment of the advance under the Agreement mentioned above.

The amount requested is *[as indicated in Article 4.2 of the Special
Conditions of the Agreement]*

Please find attached the following supporting documents:

signed Agreement (for the payment of the first prefinancing)

narrative and financial intermediate report (for additional annual payment)

final implementation report (for payment of the balance)

The payment should be made to the following bank account: *To be completed...²*

Yours faithfully,

[signature]

ANNEX VI : TCF OPERATIONAL GUIDELINES

² 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 attached model.

ANNEX VI

EDF SHORT-TERM TECHNICAL COOPERATION FACILITY (TCF) PROCEDURES

1. Objective:

The objective of the facility is to assist Pacific ACP countries develop and implement National & Regional Indicative Programmes (NIP/RIP)

2. Areas of coverage:

TCF will fund short-term technical assistance to help design or implement EDF focal sectors as described in Country and Regional Strategy Papers (CSP/RSP). Preference will be given to proposals that:

- (a) have the potential for significant impact on the implementation of the NIP/RIP
- (c) involves recipient country contributions; and
- (d) cannot readily be funded from another source.

3. Eligibility to use the Fund

All Pacific ACP Countries are eligible to submit project proposals through its Ministry of Foreign Affairs, providing such proposals have the written endorsement of the National Authorising Officer (NAO). Proposals affecting two or more countries should be submitted via the Regional Authorising Officer (PIFS). Proposals submitted by CROP organisations must strictly relate to the implementation of the NIP and RIP of the 10th EDF. No proposal will be considered from a country which has outstanding reports for previous projects funded under the TCF facility.

4. Assistance provided:

Assistance available under TCF in respect of consultancies will include:

- (a) a return economy class airfare for each consultant fielded
- (b) per diem at Forum Secretariat rates, calculated on the basis of actual travel;
- (c) negotiated fees

TCF will not fund equipment.

5. Duration:

TCF assistance is limited to a period of no more than eight weeks.

6. How requests are channelled:

Requests for TCF assistance will be addressed to the Regional Authorising Officer,

Forum Secretariat. To avoid unnecessary delays requests must be submitted in the approved Format (see attached Project Profile).

7. ***Selection and contracting of consultants:***

Consultants will be selected using standard EDF procedures. All consultants must be nationals of ACP or EU countries. Where no EU or ACP nationals are available, other nationalities may be considered. Consultants will be contracted using the standard Forum Secretariat short-term employment contract.

8. ***Outline of Requests:***

Requests are required to include as much detail as possible. Minimum requirements are:

Title : Name of project

Background: How the project came about; its rationale, its relationship to government policies and national priorities; in particular its linkages to the Country or Regional Strategy Paper; who initiated the proposal - is it a truly local initiative?

Objective : What does the project set out to achieve

Activities : What things will be done?

Benefits : Who benefits? How many and in what way.

Cost : Breakdown of cost.

Timing : Duration and the expected commencement date.

TOR: Terms of reference for the consultant

9. ***Reporting:***

For each consultancy the consultant is required to submit a report. The report is required to be endorsed by the recipient country and accepted by the Secretariat before financial obligations can be settled. The report should have the following:

Executive summary : (two pages maximum)

Contents page : listing the main headings and sub-headings with page numbers for ease of reference.

Introduction :

Objective as per TOR : Methodology of how the work was carried out; Interviews/discussions/survey/questionnaire; List of people interviewed during the course of the exercise

***Analysis/Description/Results
of activities performed*** :

Conclusions : Summary of key findings

Recommendations : These should be detailed and have practical application

References : List of materials drawn upon during the course of the exercise.

10. Information:

For *further information* please:

- (a) contact the Forum Secretariat official contact in your country which in most cases is the Ministries of Foreign/External Affairs. In some countries it is the Prime Ministers Office.; or
- (b) write directly to *The Regional Authorising Officer, Forum Secretariat*, Private Mail Bag, Suva, Fiji, or Fax (679) 3312696, or Phone 312600 or E-mail: rao@forumsec.org.fj

PACIFIC ISLANDS

FORUM SECRETARIAT

PROJECT PROFILE

1. Project Title:

2. Implementing Programme:

3. Location of project:

4. Background

5. FICs Affected and Project Beneficiaries:

6. Purpose and Objectives:

Verifiable Indicators of Purpose and Objectives:

7. Project Outputs:

Output Indicators:

8. Intended Outcomes:

9. Main Project Activities:

10. Forum Secretariat contribution to the project:

11. Project Description:

12. Other Background Information: (where appropriate)

a) **Technical feasibility:**

b) **Financial viability:**

c) **Project sustainability:**

d) **Social impact and assessment of any impact of the project to women/disadvantaged groups:**

e) **Commencement and Duration:**

13. Main contact for the Project: **18.5. Name:**

Telephone number:

Fax:

Email:

14. Project Budget - *Provide a summary of the major items to be included in the project budget below:*

Items	Year Budget (EUR)
Total (EUR)	

SPECIAL PROJECTS FUNDS

REQUEST APPRAISAL FORM

Request Title:

Country:

Date Submission Received and Logged:

Implementing Agency:

Name of contact person (Project Officer):

Email:

Phone:

Fax:

Commencement and Duration:

Project Budget (FJD) –

Proposed Funding Source	<i>Insert Fund/Programme Name</i>
Funds Requested	
Agency Contribution	
Total Cost of Request	

Objectives:

Benefits/Outcomes:

Project/Request Background:

How "Lessons Learnt" will be implemented:

Funding Eligibility	Score	Comments
<ul style="list-style-type: none"> • Project submitted through Official Channel <i>(Ensures that request is a national / regional priority and inline with the Country and Regional Strategies);</i> 	/1	
<ul style="list-style-type: none"> • Request reflects priorities in the focal sectors of the Country and Regional Strategy Paper particularly under: <ul style="list-style-type: none"> a. National Indicative Programme b. Regional Indicative Programme 	/4	
<ul style="list-style-type: none"> • Request meets funding source guidelines; 	/2	
<ul style="list-style-type: none"> • Processing time sufficient: <i>Two (2) weeks processing time is required where travel is involved. For requests requiring engagement of a consultant the request must be submitted 30 days prior to expected commencement of the assignment;</i> 	/1	
<ul style="list-style-type: none"> • Outstanding reports/acquittals; 	/1	
<ul style="list-style-type: none"> • Funding available in facility 	/1	
<p>Total Score</p>	/10	

PACIFIC ISLANDS FORUM SECRETARIAT

SHORT-TERM AGREEMENT

MEMORANDUM OF AN AGREEMENT made between the **PACIFIC ISLANDS FORUM SECRETARIAT** of Suva, Fiji (hereinafter called "the Secretariat").

AND (hereinafter called "the Consultant").

WHEREAS the Secretariat is desirous of engaging the services of the Consultant on the terms and conditions hereinafter set out **AND WHEREAS** the Consultant is prepared to accept this engagement from the Secretariat on the said terms and conditions **NOW** the parties hereto respectively agree as follows:

1. **DEFINITIONS** - The term "Secretariat" in this Agreement means the Pacific Islands Forum Secretariat, its successors or assigns and includes the principal officer for the time being and the principal officer's duly authorised agent as the case may be.

The term "Consultant" in this Agreement includes the employees or agents of the Consultant.
2. **NATURE OF SERVICES** - The Consultant shall perform the services required as set out in Schedule A to this Agreement which is attached hereto and forms part of this Agreement. The Consultant certifies that the Consultant is competent to perform the services as herein detailed.
3. **DURATION** - This Agreement shall come into effect on the date of its signature by both parties and shall expire on the satisfactory completion of the services described in Schedule A but in any event not later than the unless sooner terminated or an extension of time has been granted by the Secretariat in accordance with paragraph 12.2 below.
- 4.1 **REMUNERATION** - The Consultant shall be remunerated for the services performed under this Agreement. The Consultant's fee under this Agreement is a lump sum fee of EUR..... which shall be paid as follows:
 - (a) EUR on signing, and
 - (b) EUR on acceptance of the report by the Government of XXXXX and the Secretariat.

- 4.2 Withholding tax or Provisional tax, where payable under Fiji Income Tax rules, will be deducted from payments made to the Consultant unless a current Certificate of Exemption is provided.
- 4.3 The Secretariat reserves the right to withhold remuneration as provided for under Clause 4.1 of this Agreement, if in the opinion of the Government of XXXXX or in its own opinion, the services performed under the Agreement including the final report of the Consultant are unsatisfactory, incompetent or otherwise incomplete, until such time as the services considered unsatisfactory, incompetent or otherwise incomplete have been rectified to the reasonable satisfaction of the Secretariat and the Government of the Solomon Islands.
- 4.4 As required for the performance of this Agreement, the Secretariat shall also be responsible for the Consultant's return economy air fare between and (via the cheapest, most direct route as approved by the Secretariat), and for per diems for the agreed duration of the exercise in the at the Secretariat's standard rates.
5. **STATUS OF CONSULTANT** - The Consultant shall be considered as having the legal status of an independent consultant and neither the Consultant, the Consultant's agents nor the Consultant's employees shall be considered in any respect as being officials or staff members of the Secretariat.
6. **RIGHTS AND OBLIGATIONS** - The rights and obligations of the Consultant are as strictly limited by this Agreement. The Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided for in this Agreement. The Consultant shall not seek nor accept instructions from any person in connection with the services to be performed under this Agreement except in writing from the Secretary General of the Secretariat or the Secretary General's duly authorised agent. The Consultant shall refrain from any action which may adversely affect the Secretariat and shall fulfill all obligations under this Agreement with full regard to the Secretariat's interest. The Consultant shall not use the name, official seal, or emblem of the Secretariat nor purport in any way to represent the Secretariat, its Secretary General or its staff.

7. **TITLE RIGHTS** - The title rights, copyrights and all other rights whatsoever in any material produced under the provisions of this Agreement shall be vested exclusively in the Secretariat.
- 8.1 **UNPUBLISHED INFORMATION AND CONFIDENTIALITY** - The Consultant shall keep secret and confidential and shall not communicate to any person or to any other body corporate or incorporate any unpublished information made known to the Consultant by the Secretariat or by any Forum member government in connection with the execution of this Agreement, except with express authorisation in writing from the Secretariat and the government concerned.
- 8.2 The Consultant shall keep confidential the substance of the recommendations made and advice given in connection with this Agreement.
- 8.3 The obligation of Confidentiality shall survive the expiration of this Agreement.
9. **GENDER POLICY** - The Secretariat has a gender policy and a gender-inclusive language guide which will be provided to the Consultant on request. The Consultant shall ensure that all presentations made and written documents produced under this Agreement use gender inclusive language and that wherever possible, all research and reporting considers and reflects the situations and experiences of both men and women. Wherever data on people is collected, it shall be disaggregated by sex.
10. **INDEMNITY** - The Consultant shall indemnify and keep indemnified the Secretariat from and against all actions, suits, claims, demands or costs whatsoever arising out of or in connection with the performance of the services set out in this Agreement.
11. **PRIVILEGES & IMMUNITIES** - Nothing in or relating to this Agreement shall be deemed to be a waiver of any of the privileges and immunities of the Secretariat.
- 12.1 **DELAY AND EXTENSION** - The Consultant shall be liable for delays exceeding five (5) working days after the due date for the performance of services under this Agreement unless otherwise agreed upon in writing. A penalty of 1% of the contract value per day of delay shall be imposed. The total penalty shall however not exceed 25% of the contract value.

- 12.2 In the case of delay occasioned by circumstances beyond the Consultant's control, the Secretariat may grant extensions of time without penalty. In such cases the Consultant shall, within five (5) working days after the facts giving rise to the delay have come to the Consultant's notice, provide the Secretariat with an estimate in writing of the effect of such delay on the time for completion. The Secretariat shall give due consideration to the circumstances and advise the Consultant of any revision to deadlines for the performance of services and/or the completion date of the Agreement as the Secretariat sees fit.
13. **TERMINATION** - Either party may terminate this Agreement at any time by giving five (5) days' notice in writing of its intention to do so. Notice shall be deemed to have been given by posting by registered mail of such notice (with faxed copy) to the normal place of business of the other party. If the Agreement is terminated by the Consultant, no compensation for actual work done to that date shall be paid to the Consultant and any remuneration already paid must be returned to the Secretariat, unless otherwise agreed by the Secretariat in due consideration of the circumstances. If the Agreement is terminated by the Secretariat, the Consultant shall be compensated for actual work performed to the Secretariat's satisfaction on a pro rata basis.
14. **CONTINUING LIABILITY** - The termination or expiration of this Agreement shall not release the Consultant from liability in respect of any breach, non-performance or non-observance of any provision, stipulation or obligation to be observed or performed by the Consultant pursuant to this Agreement.
15. **APPLICABLE LAW** - This Agreement is subject to and shall be construed in accordance with the laws in force from time to time in Fiji.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED for and on behalf of the PACIFIC ISLANDS FORUM SECRETARIAT by:

SIGNED by the CONSULTANT:

.....

Greg Urwin

SECRETARY GENERAL

.....

(Consultant)

In the presence of:

In the presence of:

.....

.....

Dated

Dated.....

SCHEDULE A

PACIFIC ISLANDS FORUM SECRETARIAT

SHORT TERM AGREEMENT

SCHEDULE OF SERVICES

NATURE OF SERVICES:

SPECIFIC DUTIES:

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED for and on behalf of the PACIFIC ISLANDS FORUM SECRETARIAT by:

.....

Greg Urwin

SECRETARY GENERAL

In the presence of:

.....

Date.....

SIGNED by the CONSULTANT:

.....

Consultant

In the presence of:

.....

Date.....