

**EUROPEAN UNION
DELEGATION AGREEMENT**

ENI 2018 / 403-786

(the "Agreement")

The European Union, represented by the Delegation of the European Union to the Hashemite Kingdom of Jordan (the '**Contracting Authority**') of the one part, and

Agencia Española de Cooperación Internacional para el Desarrollo (AECID)
(Spanish Agency for International Development Cooperation - AECID)

Public Law Body

Avenida de los Reyes Católicos, 4

28040, Madrid

España

VAT No.: Q2812001B

hereinafter 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 "*Access to justice and legal empowerment in Jordan: towards an effective and sustainable legal aid system*" as described in Annex I (the "Action"). This Agreement lays down the rules for implementation, for the payment of the EU contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 The Action is a Multi-donor Action and the EU contribution is not earmarked.
- 1.3 In the performance of the activities, the Organisation shall:
- a) apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillars assessment. In case the pillar assessment raised some reservations, the Organisation shall comply with the ad hoc measures stated in Article 7.
 - b) apply its own procurement procedures, as assessed in the ex-ante pillars assessment, and its own rules for the award of Grants, as assessed in the ex-ante pillars assessment.
 - c) perform the activities to be implemented under the Agreement in accordance with the principles of Sound Financial Management, transparency and non-discrimination, applying its positively assessed Regulations and Rules.
 - d) be free to use any Regulations and Rules which have not been subject to the ex-ante pillar assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement.
- 1.4 The Action is an EU External Action. The Action is financed under the European Neighbourhood Instrument (ENI).
- 1.5 The Organisation shall send annually a management declaration and an audit or control opinion to the European Commission Headquarters.
- 1.6 This Agreement is subject to the provisions of the Framework Administrative Agreement between the European Commission and the Agencia Española de Cooperación Internacional para el Desarrollo (AECID, signed on 27/12/2016).



Article 2 - Entry into Force, 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.

Implementation Period

2.2 The Implementation Period of the Agreement (the "Implementation Period") shall commence on the 11 January, 2019,

2.3 The Implementation Period of the Agreement as laid down in Annex I is 46 months.

Contracting Deadline

2.4 Individual Procurement and Grant contracts implementing this Agreement shall be signed by the Organisation no later than 45 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 ("Currency of the Agreement") 2,990,781 as set out in Annex III. The Contracting Authority undertakes to provide an EU contribution up to a maximum of EUR 2,000,000. The final amount will be established in accordance with Articles 18 to 20 of Annex II.

3.2 Remuneration

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

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

Article 4 - Narrative and Financial Reporting and Payment Arrangement

4.1 The pre-financing rate is 100 %.

4.2 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment: EUR 1,534,065.00

Further pre-financing instalment(s): EUR 465,935.00 (subject to the provisions of Annex II).

4.3 In accordance with Article 3.4 of the General Conditions, the Organisation shall provide, on a quarterly basis, succinct flash narrative reports (max. 4 pages) on the implementation of the Action, describing the main achievements, the encountered difficulties and the perspectives for the subsequent quarterly period.

Article 5 – Communication language and contacts

5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English. If requested by the Contracting Authority, they shall be accompanied by a translation or a summary in English or French where the language of the Agreement is not 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 Contracting Authority

Head of Finance, Contracts and Audit Section
Delegation of the European Union to the Hashemite Kingdom of Jordan
P.O. Box 852099
Al-Ameerah Basma Street - North Abdoun,
Amman, Jordan

For the Organisation

General Coordinator of the Spanish Cooperation
Technical Cooperation Office in Jordan
Embassy of Spain
Zaharan St. 28, Jabal Amman
P.O. Box 811880 Amman 11118, Jordan.

C.C: Dirección de Cooperación con África y Asia
Avenida de los Reyes Católicos, 4
CP 28040 Madrid (España)
Directora.CAA@aecid.es

- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.

- 5.5 The contact point within the Organisation which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be:

Head of Unit
Unidad de Contratación (Procurement Unit)
contratacion@aecid.es
Agencia Española de Cooperación Internacional para el Desarrollo (AECID)
Avenida Reyes Católicos 4
28040, Madrid, Spain

- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is: exclusion@aecid.es.

Article 6 – Annexes

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex I: Description of the Action (including the Logical Framework of the Action)
Annex II: General Conditions for PA Grant or Delegation Agreements (Part III on PA Grant Agreements does not apply)
Annex III: Budget for the Action
Annex IV: Financial Identification Form
Annex V: Standard Request for Payment
Annex VI: Communication and Visibility Plan

- 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 "General Conditions" shall take precedence.

Article 7 – Additional specific conditions applying to the Action

7.1 The following shall supplement the General Conditions:

7.1.1 Article 22.3 of Annex II shall be supplemented as follows: “Economic resources provided by the Contracting Authority under this Action shall not be made available to, or for the benefit of, third parties - whether entities, individuals or groups of individuals - designated by the EU as subject to restrictive measures in the lists provided at www.sanctionsmap.eu (“EU Restrictive Measures”).

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

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

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

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

- a) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;
- b) They fall within one of the following categories:
 - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
 - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
 - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
 - v) costs of consumables and supplies specifically purchased for the operations of the project office;
 - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
 - vii) costs of energy and water specifically supplied for the operations of the project office;
 - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) The Organisation declares the eligible direct costs of the project office as actual costs or for staff costs on the basis of unit costs determined by the Organisation according to its usual accounting practice;
- d) The Organisation declares as eligible only the portion of the capitalised and operating costs of project office which corresponds to the duration of the Action and
 - i) the rate of actual use of project office for the purposes of the Action; or
 - ii) the rate of use of a project office for the purposes of the Action, determined by the Organisation on the basis of a simplified allocation method, provided that the allocation method is compliant with the Organisation's usual accounting and management practices, applied in a consistent manner regardless of the source of funding, and based on an objective, fair and reliable allocation key.

7.1.3 With regards to the grants and other forms of financial assistance to be provided to third parties (civil society organisations) as described in Annex I (Description of the Action), the Organisation shall systematically invite the Contracting Authority to participate in the relevant selection processes and shall obtain the Contracting Authority's assent before awarding each grant or other form of financial assistance.

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

For the Organisation

Name **Vicente Ortega Cámara**
Position **GENERAL COORDINATOR**
Signature 
Date **21.12.2018**



The President of the Spanish Agency
for International Development
Cooperation
Signature delegated to (As per
Decision of 2 July 2009)
The Director of the Spanish Agency
for International Development
Cooperation (appointed by the
Governing Council of AECID on 6
July 2018)
Signature delegated to (As per
decision 20th of December 2018)

For the Contracting Authority

Name
Position **Corinne ANDRÉ**
Signature **Head of Cooperation**
EU Delegation Jordan
Date 
13.12.2018