EUROPEAN UNION
DELEGATION AGREEMENT

CRIS/2017/392-573
(the "Agreement")

The European Union, represented by the European Commission (the 'Contracting Authority') of the one part, and

Multi-Partner Trust Fund Office
United Nations Development Programme (UNDP)
One United Nations Plaza
304 East 43rd Str. 11th Floor
10017 New York, NY, USA

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 Multi Partnership Trust Fund "Spotlight Initiative" as described in Annex 1 (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 Development Cooperation Instrument.

1.5 The Organisation shall provide the management declaration with every progress and final report in accordance with Articles 3.10 of the General Conditions.

1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement between the European Union and the United Nations (FAFA) signed on 29 April 2003 and as amended on 26 February 2014.
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: 1 July 2017.
2.3 The Implementation Period of the Agreement as laid down in Annex I is 78 months.

Contracting Deadline
2.4. Individual Procurement and Grant contracts implementing this Agreement shall be signed by the
Organisaton no later than seventy-two (72) 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 USD ("Currency of the Agreement") $34,240,453, as set out in
Annex III. The Contracting Authority undertakes to provide an EU contribution up to a maximum of
EUR 25,000,000 which is estimated at USD 29,481,132. 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: USD 21,288,600 (estimated at EUR 18,000,000)
Further pre-financing instalment(s): USD 8,279,000 (estimated at EUR 7,000,000) following the end of
the annual reporting period subject to the provisions of Annex II.
The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU
Contribution in EUR.

Article 5 – Communication language and contacts
5.1 All communications to the Contracting Authority in connection with the Agreement, including reports
referred to in Article 3 of Annex II, shall be in English.
5.2 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
European Commission
Directorate-General for International Cooperation and Development
Head of the Finance and Contracts, Unit B6
Avenue du Bourget, 1
B-1040 Brussels
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: UNDP Office of Audit and Investigations, Head of the Investigations Section, United Nations Development Programme, One United Nations Plaza, 4th floor, New York, 10017 NY, USA.

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: UNDP Office of Audit and Investigations, Head of the Investigations Section, United Nations Development Programme, One United Nations Plaza, 4th floor, New York, 10017 NY, USA.

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 II.a: Provisions applicable only to Co-Delegation Agreements
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" including Annex II.a) and those of the other Annexes, the provisions of Annex II "General Conditions" and including Annex II.a) shall take precedence.

Article 7 - Additional specific conditions applying to the Action

7.1 The following shall supplement the General Conditions:

7.1.1. A co-funding by the relevant UN agencies will be ensured, in case additional instalments for this action are agreed.

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.

7.1.2 For the purpose of this Agreement, the MPTF Recipient United Nations Organizations are considered Co-Delegates, including the following initial legal entities:

UN WOMEN
UN Women
405 East 42nd Street
New York, NY 10017
United States

International Labor Organization (ILO)
4 route des Morillons,
CH-1211, Genève 22.
Switzerland

7.1.2 The Organisation signs this agreement on behalf of all Delegatees.

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

a) The Organisation shall serve as the administrative interface between the Contracting Authority, other donors and the Participating UN Organisations. The monitoring task established in Article 2.b of Annex II.a shall be implemented in accordance with the mandate of the UN Administrative Agent.

b) In addition to the tasks described in Article 2 of Annex II.a, the Organisation shall act as Administrative Agent for the UN Organisations and will therefore:

i) receive financial contributions from all donors that wish to provide financial support to the Action;
ii) administer the funds received, in accordance with its applicable rules & regulations, including the provisions relating to winding up the Action and related matters;
iii) subject to availability of funds, disburse such funds to each of the Participating UN Organisations in accordance with instructions from the Steering Committee, taking into account the budget set out in the approved programmatic document/Joint Programme Document, as amended in writing by the Steering Committee;

iv) consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organisation, as set forth in the Spotlight Initiative TOR, and provide these to each donor that has contributed to the Fund/Programme Account and to the Steering Committee;

v) provide final reporting, including notification that the Action has been operationally completed;

vi) disburse funds to a Participating UN Organisation for any additional costs of the tasks that the Steering Committee may decide to allocate in accordance with the TOR/Joint Programme Document.

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1 As used in this document, an approved programmatic document refers to an annual work plan or programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes.
c) A coordination mechanism (referred to as the "Steering Committee") to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Fund or Programme shall be established. The detailed description of key roles, responsibilities and functions of the Steering Committee is provided in Annex 1 ("Description of the Action").

d) Without prejudice to points 2.b) to 2.k) of Article 2 of Annex II.a), the Organisation shall be solely responsible for the performance of tasks assigned to it in Annex I and in the specific agreement between itself and the Co-Delegates.

e) By derogation from Article 3 of Annex II, the Organisation shall provide the Contracting Authority with the following reports, in the same language as the Agreement, based on the reports provided by each UN Participating Organisation and prepared in accordance with the accounting and reporting procedures applicable to it:

i) annual consolidated narrative progress reports to be provided no later than five months (31 May) after the end of the calendar year;

ii) annual consolidated financial reports, as of 31 December with respect to the funds disbursed from the Fund/Programme Account, to be provided no later than five months (31 May) after the end of the calendar year;

iii) final consolidated narrative report to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first;

iv) in case of Multi-donor Actions which continue after the end of the implementation period of this Agreement, a final consolidated financial report, based on uncertified final financial statements and final financial reports, to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first.

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

For the Organisation
Name: Jennifer Topping
Position: Executive Coordinator, MPTF Office UNDP
Signature: [Signature]
Date: 12 December 2017

For the Contracting Authority
Name: Jean-Louis Ville
Position: Director, Directorate B, People and Peace
Signature: [Signature]
Date: 14 December 2017

2 The Steering Committee (SC) is co-Chaired by the Governor and the UN Resident Coordinator (RC) or the Deputy Special Representative of the Secretary General (DSRSG). Members include the UN and government representatives and may also include donors. The decision on the inclusion of donors is taken at the country level. Steering Committee composition ensures the principles of national ownership, inclusiveness and balanced representation, as well as the need to have a manageable size for decision-making effectiveness.
ADDENDUM N. 1 - DELEGATION AGREEMENT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
MIGR/2017/392-573
(the 'Contract')

The European Union, represented by the European Commission (the 'Contracting Authority') of the one part,

and

Multi-Partner Trust Fund Office
United Nations Development Programme (UNDP)
One United Nations Plaza
304 East 45th Str. 11th Floor
10017 New York, NY, USA

hereinafter the 'Organisation'
of the other part, (individually a "Party" and collectively the 'Parties') have agreed as follows:

The following provisions of the Contract: "Spotlight Initiative" concluded between the Contracting Authority and the beneficiary on 12 December 2017 (the "Contract") are hereby completed as follows:

Article 2 - Entry into Force, Implementation Period and Contracting Deadline

Implementation Period

2.2 The Implementation Period of the Agreement (the "Implementation Period") shall commence on: 1 July 2017. Insofar the costs related to Latin America and Africa regions are concerned, they will be eligible as of 26 July 2018.

Article 3 - Financing the Action

3.1 The total cost of the Action is estimated at USD ("Currency of the Agreement") $37,354,153, as set out in Annex III. The Contracting Authority undertakes to provide an EU contribution up to a maximum of EUR 25,000,000 which is estimated at USD 29,600,000. The final amount will be established in accordance with Articles 18 to 20 of Annex II.

Article 6 - Annexes

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

Annex III.a: The new modified version of the Annex III.a "the budget" is attached to the addendum.

Addendum n. 1 - DCI-MIGR/2017/392-573
Special Conditions
Article 7 - Additional specific conditions applying to the Action

The numbering of the following articles is modified as below indicated:

7.1 The following shall supplement the General Conditions:

7.1.1. A co-funding by the relevant UN agencies will be ensured, in case additional instalments for this action are agreed

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 For the purpose of this Agreement, the MPFTF Recipient United Nations Organizations are considered Co-Delegates, including the following initial legal entities:

UN WOMEN
UN Women
405 East 42nd Street
New York, NY 10017
United States

International Labor Organization (ILO)
4 route des Morillons,
CH-1211, Genève 22.
Switzerland

7.1.4 The Organisation signs this agreement on behalf of all Delegates.

7.1.5 For the purpose of this Agreement, the Organisation acts as UN Administrative Agent, under the following conditions:
   a) The Organisation shall serve as the administrative interface between the Contracting Authority, other donors and the Participating UN Organisations. The monitoring task established in Article 2.b of Annex II.a shall be implemented in accordance with the mandate of the UN Administrative Agent.
   b) In addition to the tasks described in Article 2 of Annex II.a, the Organisation shall act as Administrative Agent for the UN Organisations and will therefore:
      i) receive financial contributions from all donors that wish to provide financial support to the Action;
administer the funds received, in accordance with its applicable rules & regulations, including the provisions relating to winding up the Action and related matters;

subject to availability of funds, disburse such funds to each of the Participating UN Organisations in accordance with instructions from the Steering Committee, taking into account the budget set out in the approved programmatic document/Joint Programme Document, as amended in writing by the Steering Committee;

consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organisation, as set forth in the Spotlight Initiative TOR, and provide these to each donor that has contributed to the Fund/Programme Account and to the Steering Committee;

provide final reporting, including notification that the Action has been operationally completed;

disburse funds to a Participating UN Organisation for any additional costs of the tasks that the Steering Committee may decide to allocate in accordance with the TOR/Joint Programme Document.

c) A coordination mechanism (referred to as the "Steering Committee") to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Fund or Programme shall be established. The detailed description of key roles, responsibilities and functions of the Steering Committee is provided in Annex I ("Description of the Action").

d) Without prejudice to points 2.b) to 2.k) of Article 2 of Annex II.a), the Organisation shall be solely responsible for the performance of tasks assigned to it in Annex I and in the specific agreement between itself and the Co-Delegates.

e) By derogation from Article 3 of Annex II, the Organisation shall provide the Contracting Authority with the following reports, in the same language as the Agreement, based on the reports provided by each UN Participating Organisation and prepared in accordance with the accounting and reporting procedures applicable to it:

i) annual consolidated narrative progress reports to be provided no later than five months (31 May) after the end of the calendar year;

ii) annual consolidated financial reports, as of 31 December with respect to the funds disbursed from the Fund/Programme Account, to be provided no later than five months (31 May) after the end of the calendar year;

iii) final consolidated narrative report to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first;

iv) in case of Multi-donor Actions which continue after the end of the implementation period of this Agreement, a final consolidated financial report, based on uncertified final financial statements and final financial reports, to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first.

All other terms and conditions of the Contract remain unchanged. This addendum shall enter into force on the later date of signature by the Parties.

Done in English in three originals, two original being for the Contracting Authority and one original being for the Beneficiary

For the Organisation

Name  Jennifer Topping

Title  Executive Coordinator,
MPTF Office 11NDP

Signature

Date  9 August 2018

For the Contracting Authority

Name  Henriette Gelger

Title  Director DEVCO B

Signature

Date
ADDENDUM N. 2 DELEGATION AGREEMENT
-EXTERNAL ACTION OF THE EUROPEAN UNION-

MIGR/2017/392-573 and HUM/2018/403-204
(the "Agreement")

The European Union, represented by the European Commission (the 'Contracting Authority') of the one part, and

Multi-Partner Trust Fund Office
United Nations Development Programme (UNDP)
One United Nations Plaza
304 East 45th St. 11th Floor
10017 New York, NY, USA

hereinafter the 'Organisation'

of the other part, (individually a "Party" and collectively the 'Parties') have agreed as follows:

The following provisions of the contract: "Spotlight Initiative" concluded between the Contracting Authority and the Organisation on 12 December 2017 (the contract) and its first addendum concluded on 9 August 2018 are hereby completed as follows:

SPECIAL CONDITIONS

Article 3 - Financing the Action

3.1 The total cost of the Action¹ is estimated at USD ("Currency of the Agreement") $110,288,399 as set out in Annex III. The Contracting Authority undertakes to provide an EU contribution² up to a maximum of EUR 70,760,000 which is estimated at USD 83,443,396. The final amount will be established in accordance with Articles 18 to 20 of Annex II.

Article 4 - Narrative and Financial Reporting and Payment Arrangement

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 for Global and Asia Region: EUR 18,000,000 (estimated at USD 20,901,600)
First pre-financing instalment for the Latin America Region: EUR 18,000,000 (estimated at USD 20,901,600)
Further pre-financing instalment(s): EUR 34,760,000 (estimated at USD 40,990,566.04) following the end of the annual reporting period subject to the provisions of Annex II.

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

¹ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU contribution.
² Where the contribution is financed by the European Development Fund, mentions of EU contribution must be read as referring to European Development Fund financing.
Article 6 – Annexes

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

Annex I: Description of the Action
Annex Ia: Safe and Fair: Realizing women migrant workers’ rights and opportunities in the ASEAN region (mentioned as new numbering applies)
Annex Ib: Latin America Investment Plan (including 3 Country Programmes)
Annex III: Budget for the Action
Annex VI: Communication and Visibility Plan (including Latin-America and Africa)

Article 7 – Additional specific conditions applying to the Action

7.1.3 For the purpose of this Agreement, the MPTF Recipient United Nations Organizations are considered Co-Delegates, including the following legal entities:

UN WOMEN
405 East 42nd Street
New York, NY 10017
United States

International Labor Organization (ILO)
4 route des Morillons,
CH-1211, Genève 22.
Switzerland

UNFPA
605 3rd Ave
New York, NY 10158
United States

UNICEF
3 United Nations Plaza
44th Street between 1st and 2nd Avenues
New York, New York

UNODC
Vienna International Centre
P.O. Box 300, A-1400
Vienna, Austria

UNESCO
7 Place de Fontenoy
75007
Paris, France

OHCHR
Palais Wilson
52 rue des Pâquis
CH-1201 Geneva
Switzerland

All other terms and conditions of the contract remain unchanged. This addendum shall enter into force on the later date of signature by the Parties.
Done in Brussels in three originals in the English language, two for the Contracting Authority and one for the Organisation.

<table>
<thead>
<tr>
<th>For the Organisation</th>
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<tbody>
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<td>Name</td>
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<td>Executive Coordinator, MPTF Office UNDP</td>
<td>Director “People and Peace”</td>
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Date 13 December 2018  

Date 13/12/2018
ADDENDUM N. 3 DELEGATION AGREEMENT
-EXTERNAL ACTION OF THE EUROPEAN UNION-
(the "Agreement")

The European Union, represented by the European Commission (the 'Contracting Authority') of the
one part, and

Multi-Partner Trust Fund Office
United Nations Development Programme (UNDP)
One United Nations Plaza
304 East 45th Str. 11th Floor
10017 New York, NY, USA

hereinafter the 'Organisation'

of the other part, (individually a "Party" and collectively the 'Parties') have agreed as follows:

The following provisions of the contract: "Spotlight Initiative" concluded between the Contracting Authority and
the Organisation on 12 December 2017 (the contract), its first addendum concluded on 9 August 2018, and its
second addendum concluded on 13 December 2018 are hereby completed as follows:

SPECIAL CONDITIONS

Article 1 -- Purpose

1.4 The Action is an EU External Action. The Action is financed under Development Cooperation Instrument
and the European Development Fund

Article 3 - Financing the Action

3.1 The total cost of the Action¹ is estimated at USD ("Currency of the Agreement") $369,008,053 as set out
in Annex II. The Contracting Authority undertakes to provide an EU contribution² up to a maximum of
EUR 290,760,000, which is estimated at USD 342,877,358. The final amount will be established in
accordance with Articles 18 to 20 of Annex II.

Article 4 - Narrative and Financial Reporting and Payment Arrangement

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 for Global and Asia Region: EUR 18,000,000 (estimated at USD
21,226,415)
First pre-financing instalment for the Latin America Region: EUR 18,000,000 (estimated at USD
21,226,415)
First pre-financing instalment for Global and Africa Region: EUR 92,000,000 (estimated at USD
108,490,566)

Further pre-financing instalment(s): EUR 162,760,000 (estimated at 191,933,962 USD) following the end
of the annual reporting period subject to the provisions of Annex II. The amount of EUR 162,760,000 is

¹ This amount is introduced only for indicative purposes, it is an estimate and its evolution does not condition the EU contribution.
² Where the contribution is financed by the European Development Fund, mentions of EU contribution must be read as referring to European
Development Fund financing.
composed of the following balances: EUR 7,000,000 Global and Asia Region, EUR 27,760,000 Latin-America region and EUR 128,000,000 Africa region.

The funding related to the 10% CSO engagement for Africa will only be released after approval of the Operational Steering Committee.

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

Article 6 – Annexes

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

Annex Ic.: Africa Investment Plan (including 8 Country Programme Summaries)
Annex III: Budget for the Action

Article 7 – Additional specific conditions applying to the Action

7.1.3 For the purpose of this Agreement, the MPTF Recipient United Nations Organisations are considered Co-Delegates, including the following legal entities:

UN WOMEN
405 East 42nd Street
New York, NY 10017
United States

International Labour Organization (ILO)
4 route des Morillons,
CH-1211, Genève 22.
Switzerland

UNFPA
605 3rd Ave
New York, NY 10158
United States

UNICEF
3 United Nations Plaza
44th Street between 1st and 2nd Avenues
New York, New York

UNODC
Vienna International Centre
P.O. Box 500, A-1400
Vienna, Austria

UNFSCO
7 Place de Fontenoy
75007
Paris, France

OHCHR
Palais Wilson
52 rue des Pâquis
CH-1201 Geneva
Switzerland

UNHCR
Case Postale 2500
CH-1211 Genève 2 Dépôt
Switzerland
All other terms and conditions of the contract remain unchanged. This addendum shall enter into force on the later date of signature by the Parties.

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

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<td>Director “People and Peace”</td>
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Date 13 December 2018  

Date 13/12/2018
ADDENDUM N. 4 DELEGATION AGREEMENT  
-EXTERNAL ACTION OF THE EUROPEAN UNION-

(the "Agreement")

The European Union, represented by the European Commission (the ‘Contracting Authority’) of the one part, and

Multi-Partner Trust Fund Office  
United Nations Development Programme (UNDP)  
One United Nations Plaza  
304 East 45th Str. 11th Floor  
10017 New York, NY, USA

hereinafter the 'Organisation'

of the other part, (individually a "Party" and collectively the ‘Parties’) have agreed as follows:

The following provisions of the contract: “Spotlight Initiative” concluded between the Contracting Authority and the Organisation on 12 December 2017 (the contract), its first addendum concluded on 9 August 2018, its second addendum concluded on 13 December 2018 and its third addendum concluded on 13 December 2018 are hereby completed as follows:

SPECIAL CONDITIONS

Article 3 - Financing the Action

3.1 The total cost of the Action¹ is estimated at USD (“Currency of the Agreement”) $374,632,459 as set out in Annex III. The Contracting Authority undertakes to provide an EU contribution² up to a maximum of EUR 295,000,000, which is estimated at USD 347,877,358. The final amount will be established in accordance with Articles 18 to 20 of Annex II.

Article 4 - Narrative and Financial Reporting and Payment Arrangement

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 for Global and Asia Region: EUR 18,000,000 (estimated at USD 21,226,415)
First pre-financing instalment for the Latin America Region: EUR 18,000,000 (estimated at USD 21,226,415)
First pre-financing instalment for Global and Africa Region: EUR 92,000,000 (estimated at USD 108,490,566)
Additional pre-financing instalment for the Latin America Region (Regional Programme): EUR 1,484,000 (estimated at USD 1,750,000)

Further pre-financing instalment(s): EUR 165,516,000 (estimated at USD 195,183,962) following the end of the annual reporting period subject to the provisions of Annex II. The amount of EUR 165,516,000 is composed of the following balances: EUR 7,000,000 Global and Asia Region, EUR 30,516,000 Latin-America region and EUR 128,000,000 Africa region.

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

¹ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU contribution.
² Where the contribution is financed by the European Development Fund, mentions of EU contribution must be read as referring to European Development Fund financing.
Article 6 – Annexes

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

Annex I: Description for the Action: Appendix 3 (Revision of the Project Office Cost Budget for the Secretariat and Administrative Agent)
Annex IIA: Updated Latin America Investment Plan (including 5 Country Programme and 1 Regional Programme Summaries)
Annex III: Budget for the Action

Article 7 – Additional specific conditions applying to the Action

7.1.6 The payment procedures for further replenishments mentioned in art. 19.1 b, ii) and iii) of the General Conditions will be applied per budget headings of the Spotlight Initiative. These budget headings are the ones mentioned in Annex III: Global Cost, Asia, Latin-America, Africa, Caribbean and Pacific.  

All other terms and conditions of the contract remain unchanged. This addendum shall enter into force on the later date of signature by the Parties.

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

For the Organisation

Name: Jennifer Topping
Position: Executive Coordinator, MPTF Office UNDP
Signature:

Date: 20/5/19

For the Contracting Authority

Name: Henriette GEIGER
Position: Director “People and Peace”
Signature:

Date: 15/5/19
ADDITIONAL N. 5 DELEGATION AGREEMENT
-EXTERNAL ACTION OF THE EUROPEAN UNION-


(the "Agreement")

The European Union, represented by the European Commission (the 'Contracting Authority') of the one part, and

Multi-Partner Trust Fund Office
United Nations Development Programme (UNDP)
One United Nations Plaza
304 East 45th Str. 11th Floor
10017 New York, NY, USA

hereinafter the 'Organisation'

of the other part, (individually a "Party" and collectively the 'Parties') have agreed as follows:

The following provisions of the contract: “Spotlight Initiative" concluded between the Contracting Authority and the Organisation on 12 December 2017 (the contract), its first addendum concluded on 9 August 2018, its second addendum concluded on 13 December 2018, its third addendum concluded on 13 December 2018 and its fourth addendum concluded on 20 May 2019 are hereby completed as follows:

SPECIAL CONDITIONS

Article 3 - Financing the Action

3.1 The total cost of the Action¹ is estimated at USD ("Currency of the Agreement") $522,871,723 as set out in Annex III. The Contracting Authority undertakes to provide an EU contribution² up to a maximum of EUR 417,000,000, which is estimated at USD 491,745,283. The final amount will be established in accordance with Articles 18 to 20 of Annex II.

Article 4 - Narrative and Financial Reporting and Payment Arrangement

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 for Global and Asia Region: EUR 18,000,000 (estimated at USD 21,226,415)
First pre-financing instalment for the Latin America Region: EUR 18,000,000 (estimated at USD 21,226,415)
First pre-financing instalment for Global and Africa Region: EUR 92,000,000 (estimated at USD 108,490,566)
Additional pre-financing instalment for the Latin America Region (Regional Programme): EUR 1,484,000 (estimated at USD 1,750,000)
First pre-financing instalment for the Africa Region (Regional Programme): EUR 9,000,000 (estimated at USD 10,613,208)
First pre-financing instalment for the Pacific Region: EUR 22,000,000 (estimated at USD 25,943,396)

¹This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU contribution.
²Where the contribution is financed by the European Development Fund, mentions of EU contribution must be read as referring to European Development Fund financing.
First pre-financing instalment for the Caribbean Region: EUR 22.000.000 (estimated at USD 25,943,396)

Further pre-financing instalment(s): EUR 234.516.000 (estimated at USD 276,551,887) following the end of the annual reporting period subject to the provisions of Annex II. The amount of EUR 234.516.000 is composed of the following balances: EUR 7.000.000 Asia Region, EUR 30.516.000 Global and Latin-America region, EUR 149.000.000 Global and Africa region, EUR 28.000.000 Global and Pacific region and EUR 20.000.000 Caribbean region (countries).

The implementation of the African regional programme as well as the release of the first pre-financing instalment are conditioned upon the approval of the Operational Steering Committee and the receipt of the written approval from the African Union Commission on the revised programme document.

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

**Article 6 – Annexes**

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

- Annex I: Description for the Action: Appendix 3 (Revision of the Project Office Cost Budget for the Secretariat and Administrative Agent)
- Annex Ib: Updated Latin America Investment Plan (updated allocation for the Region including CSO component)
- Annex Ic: Updated Africa Investment Plan (updated allocation for the Region including CSO component and 8 Country and 1 Regional Programme Summaries)
- Annex Id: Pacific Investment Plan (including 4 Country Programmes and 1 Regional Programme Summaries)
- Annex Ie: Caribbean Investment Plan (including 6 Country Programmes)
- Annex III: Budget for the Action

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

7.1.3 For the purpose of this Agreement, the Recipient United Nations Organizations are considered Co-Delegates, including the following legal entities:

- UN WOMEN
  405 East 42nd Street
  New York, NY 10017
  United States

- International Labour Organization (ILO)
  4 route des Morillons,
  CH-1211, Genève 22.
  Switzerland

- UNFPA
  605 3rd Ave
  New York, NY 10158
  United States

- UNICEF
  3 United Nations Plaza
  44th Street between 1st and 2nd Avenues
  New York, New York

- UNODC
7.1.7 For the purpose of this Agreement, amendments with financial impact as referred to in article 11 of the general conditions will only relate to the main budget headings mentioned in Annex III. Budget amendments in relation to countries and regional Programmes as mentioned in the Annexes I, Ia, Ib, Ic, Id and Ie will be subject of the Spotlight Initiative Operational Procedures detailed in Annex I.

7.1.8 Interests earned by the Administrative Agent on the advances paid by the European Commission will be re-invested in the Spotlight Initiative after decision of the Operational Steering Committee.

7.1.9 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 procedure.
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."

All other terms and conditions of the contract remain unchanged. This addendum shall enter into force on the later date of signature by the Parties.

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

**For the Organisation**

Name: Jennifer Topping, represented by Barbara Pesce Monteiro  
Position: Executive Coordinator, MPTF Office UNDP  
Signature:  
Date: 16.12.2019

**For the Contracting Authority**

Name: Henriette GEIGER  
Position: Director “People and Peace”  
Signature:  
Date: 13/12/19
ADDENDUM N. 6 DELEGATION AGREEMENT
-EXTERNAL ACTION OF THE EUROPEAN UNION-

MIGR/2017/392-573 (ASEAN), HUM/2018/403-204 (Latin-America),
EDF/2018/404-041 (Africa), EDF/2019/412-502 (Pacific), EDF/2019/412-681 (Caribbean) and
HUM/2019/414-226 (Asia)

(the "Agreement")

The European Union, represented by the European Commission (the 'Contracting Authority') of the one part, and

Multi-Partner Trust Fund Office
United Nations Development Programme (UNDP)
One United Nations Plaza
304 East 45th Str. 11th Floor
10017 New York, NY, USA

hereinafter the 'Organisation'

of the other part, (individually a "Party" and collectively the 'Parties') have agreed as follows:

The following provisions of the contract: “Spotlight Initiative” concluded between the Contracting Authority and the Organisation on 12 December 2017 (the contract), its first addendum concluded on 9 August 2018, its second addendum concluded on 13 December 2018, its third addendum concluded on 13 December 2018, its forth addendum concluded on 20 May 2019 and fifth addendum concluded on 13 December 2019 are hereby completed as follows:

SPECIAL CONDITIONS

Article 3 - Financing the Action

3.1 The total cost of the Action\(^1\) is estimated at USD ("Currency of the Agreement") $540,445,517 as set out in Annex III. The Contracting Authority undertakes to provide an EU contribution\(^2\) up to a maximum of EUR 432,500,000, which is estimated at USD 510,023,585. The final amount will be established in accordance with Articles 18 to 20 of Annex II.

Article 4 - Narrative and Financial Reporting and Payment Arrangement

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 for Global and Asia Region: EUR 18.000.000 (estimated at USD 21,226,415)
First pre-financing instalment for the Latin America Region: EUR 18.000.000 (estimated at USD 21,226,415)
First pre-financing instalment for Global and Africa Region: EUR 92.000.000 (estimated at USD 108,490,566)
Additional pre-financing instalment for the Latin America Region (Regional Programme): EUR 1.484.000 (estimated at USD 1,750,000)
First pre-financing instalment for the Africa Region (Regional Programme): EUR 9.000.000 (estimated at USD 10,613,208)

\(^1\) This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU contribution.
First pre-financing instalment for the Pacific Region: EUR 22.000.000 (estimated at USD 25.943.396)
First pre-financing instalment for the Caribbean Region: EUR 22.000.000 (estimated at USD 25.943.396)
Additional pre-financing instalment for the following rider, Asian Region: EUR 6.200.000 (estimated at USD 7.311.321)

Further pre-financing instalment(s): EUR 243.816.000 (estimated at USD 287.518.868) following the end of the annual reporting period subject to the provisions of Annex II. The amount of EUR 243.816.000 is composed of the following balances: EUR 16.300.000 Asia Region, EUR 30.516.000 Global and Latin-America region, EUR 149.000.000 Global and Africa region, EUR 28.000.000 Global and Pacific region and EUR 20.000.000 Caribbean region (countries).

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

**Article 6 – Annexes**

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

- Annex If: Asia Investment Plan (including 2 Country Programmes)
- Annex III: Budget for the Action

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

7.1.7 For the purpose of this Agreement, amendments with financial impact as referred to in article 11 of the general conditions will only relate to the main budget headings mentioned in Annex III. Budget amendments in relation to countries and regional Programmes as mentioned in the Annexes I, Ia, Ib, Ic, Id, Ie and If will be subject of the Spotlight Initiative Operational Procedures detailed in Annex I.

All other terms and conditions of the contract remain unchanged. This addendum shall enter into force on the later date of signature by the Parties.

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

**For the Organisation**

Name: Jennifer Topping  
Position: Executive Coordinator, MPTF Office UNDP  
Signature:  
Date: 26 Dec. 2019

**For the Contracting Authority**

Name: Henriette GEIGER  
Position: Director "People and Peace"  
Signature:  
Date: 23/12/19