

EUROPEAN UNION CONTRIBUTION AGREEMENT

NDICI ASIA/2026/490-369

(the "Agreement")

The European Union, represented by the European Commission (the "**Contracting Authority**"), first
counterparty,
and

United Nations Development Programme (UNDP) represented for the purpose of this Agreement by
its Multi-Partner Trust Fund Office (**MPTFO**), with its Head Office at
One United Nations Plaza,
10017 NY, New York, United States of America
hereinafter the "**Organisation**"

and

World Health Organisation (WHO)
Avenue Appia 20
Geneva, CH-1211, Switzerland

, second counterparty, (individually a "Party" and collectively the "Parties") have agreed as follows:

SPECIAL CONDITIONS

Article 1 - Purpose

- 1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action "**Strengthening policy and performance-oriented PFM systems in Mongolia**" as described in Annex I (the "Action"). This Agreement establishes the rules for the implementation and 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 The Organisation declares that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

In the performance of the activities, the Organisation shall:

- Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment and
- Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment.

1.3bis This Agreement is a Multi-Partner Contribution Agreement.

WHO is a pillar-assessed Partner for the purposes of this Agreement.

In the performance of the activities, WHO shall:

- Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment and
- Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment.

The pillar-assessed Partners declare that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

- 1.4 The Action is financed under Neighbourhood, Development and International Cooperation Instrument- Global Europe (NDICI-Global Europe).
- 1.5 The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.

WHO shall send annually a global management declaration and a global audit or control opinion to the European Commission headquarters.

- 1.6 This Agreement is subject to the provisions of Financial and Administrative Framework Agreement (FAFA) between the European Union and the United Nations signed on 29 April 2003 and as amended on 31 December 2018.

Article 2 - Entry into Force and Implementation Period

Entry into Force

- 2.1 The Agreement shall enter into force on the date when the last Party signs.

Implementation Period

- 2.2 The Implementation Period of the Agreement (the "Implementation Period") shall commence on the date when the last Party signs.
- 2.3 The Implementation Period of the Agreement is **36** months.

Article 3 - Financing the Action

- 3.1 The total cost of the Action¹ is estimated at **USD** ("Currency of the Agreement") **2,269,580** as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of **EUR 1,900,000**, which is estimated at **USD 2,244,660** (the "EU Contribution").

The final amount will be established in accordance with Articles 16 to 18 of Annex II.

Remuneration

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

Interest on pre-financing

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

Article 4 - Payment Arrangements and Reporting

¹ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU Contribution.

- 4.1 The pre-financing rate is 100%.
- 4.2 Payments shall be made in accordance with Article 17 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:
- | | |
|--------------------------------------|----------------------|
| First pre-financing instalment: | USD 628,083 |
| Further pre-financing instalment(s): | USD 1,616,577 |
- following the end of the 1st and 2nd reporting period corresponding to the Contracting Authority's part of the forecast budget for the subsequent 12 months.
- Forecast balance of the final amount of the EU Contribution, if any (subject to the provisions of Annex II): USD 0
- The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.
- 4.3 The Organisation acknowledges that the European Commission intends to progressively introduce an Electronic Exchange System pursuant to the EU Financial Regulation. The Single Electronic Data Interchange Area (SEDIA) portal can be accessed via the "EU Funding & Tenders" portal (the "System"), for the electronic management of this Agreement.
- The European Commission shall inform the Organisation at least three months prior to the date on which other documents and processes related to this Agreement (including reports, electronic payment requests and communications) are to be processed via the System.
- Notwithstanding the above the Organisation shall submit the information referred to in Article 3.7 b) of Annex II via the System for all reports under this Agreement.

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 Subject to Article 4.3 of these Special Conditions, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority's contract number and the title of the Action, and shall be dispatched to the addresses below.
- 5.3 Subject to Article 4.3 of these Special Conditions, 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

Delegation of the European Union to Thailand
 For the attention of the Head of Finance, Contracts and Audit Section
 Athenee Tower, 10th floor,
 63 Wireless Road, Lumpini
 Pathumwan, Bangkok 10330, Thailand
 E-mail: delegation-thailand-fcs@eeas.europa.eu
 Telephone: +66 2 305 2600/2700
 Fax: +66 2 305 2799

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

Delegation of the European Union to Mongolia
 For the attention of the Cooperation Section
 ICC Tower 6th floor, Jamiyan Gun Street 9, 1st khoroo, Sukhbaatar District, Ulaanbaatar 14240,
 Mongolia
 Tel: +976 7511 5000

Email: DELEGATION-MONGOLIA@eeas.europa.eu

For the Organisation

Mr. Alain Noudéhou
Executive Coordinator
Multi-Partner Trust Fund Office
United Nations Development Programme
304 East 45th Street, 11th Floor
New York, NY 10017 USA
Email: mptfo@undp.org

- 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:

Office of Audit and Investigations
Head of Investigation Section
United Nations Development Programme
One United Nations Plaza
DCI Building 4th Floor
New York, NY 100017, 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:

United Nations Development Programme
Representation Office in Brussels
To the attention of the Director
37-40 Boulevard du Régent
1000 Brussels, Belgium
brussels.office@undp.org
Phone: +32 2 505 46 20

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 Contribution Agreements
Annex II.a: Provisions applicable only to Multi-Partner Contribution Agreements
~~Annex III: Budget for the Action~~
Annex IV: Identification Form
Annex V: Standard Request for Payment
Annex VI: Management Declaration template

- 6.2 In the event of a conflict between these 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 including Annex II.a) and those of the other Annexes, the provisions of Annex II including Annex II.a) shall take precedence.

Article 7 – Additional specific conditions applying to the Action

- 7.1 The following shall supplement Annex II:

7.1.1 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation and/or the Partner(s) 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 16.1 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) Where costs of the project office are declared as actual costs, the Organisation and/or the Partner(s) may declare as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.
- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

7.1.2 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 Regulations and Rules, 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 Document², 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 TOR/Joint Programme Document, and provide these to each donor that has contributed to the Fund/Programme Account and to the Steering Committee;

² For the purposes of this Agreement, an approved programmatic document shall refer to an annual work plan or programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes.

- 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.
- c) A coordination mechanism (referred to as the "Steering Committee")³ 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 Partners.
- 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.

The Parties accept the validity of any qualified electronic signature used for the signature of this Agreement and recognise the latter as equivalent to a hand-written signature.

Done in New York and Switzerland, in four originals in the English language, two for the Contracting Authority, one for the Organisation and one for each Partner.

³ The Steering Committee (SC) is co-chaired by the Government 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.

For the Organisation

Name Alain Noudéhou
Position Executive Coordinator,
UNDP MPTF Office
Aisha Sabar,
Deputy Executive Coordinator

Signature

Signed by:


Date 07-Apr-2026

For the Contracting Authority

Name Tom Corrie
Position Head of Cooperation

Signature



Date

Qualified electronic signature by: THOMAS
ANTHONY CORRIE
Date 2026-03-31 16:19:41 UTC

For World Health Organisation (WHO)

Name Gaudenz SILBERSCHMIDT
Position Director Partnerships and Financing

Signature



Date

17 APR 2026