

# EUROPEAN UNION DELEGATION AGREEMENT

DCI-ENV/2016/377-145  
(the "Agreement")

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

**United Nations Environment Programme (UNEP)**  
(International Organization, with legal Entity File [LEF] number 6000055578)  
United Nations Avenue, Gigiri  
P.O. BOX 30552  
00100 NAIROBI – Kenya

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 'Support to the UNFCCC Climate Technology Centre and Network (CTCN+ Phase II)' 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 fully financed by the EU contribution.
- 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 DCI-ENV instrument of the EU Budget.
- 1.5 The Organisation does not have an arrangement with the European Commission to provide annually the management declaration nor to provide annually the management declaration together with the audit or control opinion.
- 1.6 This Agreement is subject to the provisions of "Financial and Administrative Framework Agreement" signed between the European Commission and the United Nations on 29 April 2003 and amended in 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: the day after the last Party signs.

- 2.3 The Implementation Period of the Agreement as laid down in Annex I is 42 months.

### Contracting Deadline

- 2.4 Individual Procurement and Grant contracts implementing this Agreement shall be signed by the Organisation no later than 36 (thirty six) 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") 7 million, as set out in Annex III. The Contracting Authority undertakes to provide an EU contribution up to a maximum of EUR 7 million, which is estimated at USD 7,645,427. 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 1,037,593

Second pre-financing instalment: USD 2,593,984 (following the end of the 1<sup>st</sup> reporting period (6 months inception period) subject to the provisions of Annex II.

Third pre-financing instalment: USD 2,334,586 following the end of the 2<sup>nd</sup> reporting period, subject to the provisions of Annex II.

Fourth pre-financing instalment: USD 1,296,992 following the end of the 3<sup>rd</sup> reporting period, subject to the provisions of Annex II.

Forecast balance of the final amount of the contribution, if any (subject to the provisions of Annex II):

USD 382,272

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

- 4.3 Specific reporting requirements: The first report will cover an inception period of 6 months.

## **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

**European Commission  
Directorate-General for International Cooperation and Development  
For the attention of Unit B.6 Finance, Contracts, Audit  
Rue de la Loi, 200 - Office J-59 01/033  
B-1049 Brussels, BELGIUM**

**Copies of the documents referred to above, and correspondence of any other nature, shall be sent to: European Commission  
Directorate-General for International Cooperation and Development  
For the attention of Unit C.6 Sustainable Energy and Climate Change  
Rue de la Loi, 200 - Office L-41 08/016  
B-1049 Brussels, BELGIUM**

### For the Organisation

**United Nations Environment Programme (UNEP)  
For the attention of Jukka Uosukainen, CTCN Director  
UN City, Marmorvej 51 - 2100,  
Copenhagen, Denmark  
Tel: +4545335380  
E-mail : [jukka.uosukainen@unep.org](mailto:jukka.uosukainen@unep.org)**

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

**Mr. Michele Candotti  
Chef de Cabinet, Executive Office  
United Nations Environment Programme  
NOF 1 North Wing 3rd level  
United Nations Avenue, Gigiri  
P.O. Box 30552  
00100 Nairobi - Kenya  
Tel: (254 020)762-3386 5406  
Fax: (254 020) 762-4275/4608  
e-mail: [michele.candotti@unep.org](mailto:michele.candotti@unep.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:

**Theresa Panuccio  
Director, Office for Operations  
UNEP  
United Nations Avenue, Gigiri, P.O. Box 30552  
00100 Nairobi, Kenya**

- 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: **Theresa Panuccio (Director - Office for Operations, UNEP - United Nations Avenue, Gigiri, P.O. Box 30552, 00100 Nairobi, Kenya)** and the authorised person designated by the Organisation at the address stated in Article 5.3.

#### Article 6 - Annexes

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

Annex I: Description of the Action (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  
Annex VII: Management Declaration template

- 6.2 In the event of a conflict between the present Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II "General Conditions" and those of the other Annexes, the provisions of Annex II "General Conditions" shall take precedence.


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

#### For the Organisation

Name: Erik Solheim  
Position: Executive Director  
Signature: 

Date: 30/11/16

#### For the Contracting Authority

Name: Felice ZACCHEO  
Position: Head of Unit C6  
Signature: 

Date: 14/12/16

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This action is funded by the European Union

**ANNEX 1 OF CONTRACT DCI-ENV/2016/377-145**

Commission Decision on the Global Public Goods and Challenges Programme 2015

**CTCN+**

**Support to Climate Technology Transfer Services and Partnerships**

<b>1. Title/basic act/ CRIS number</b>	Support to the UNFCCC Climate Technology Centre and Network (CTCN+ Phase II) CRIS number: DCI-ENV/2016/377-145 financed under Development Cooperation Instrument
<b>2. Zone benefiting from the action/location</b>	The action shall be carried out at the following location: DCI worldwide
<b>3. Programming document</b>	Global Public Goods and Challenges Programme 2014-2020 Multi-Annual Indicative Programme 2014-2017
<b>4. Sector of concentration/ thematic area</b>	Environment and Climate Change
<b>5. Amounts concerned</b>	Total estimated cost of the CTCN fund: EUR 90 million (US\$ 100 million for 5 years)  The CTCN fund is currently co-financed by Canada, Denmark, the European Commission, Japan, Norway, Switzerland, and the US. The currently available operational budget amounts to US\$ 26.5 million. The Global Environment Facility, Ireland and Sweden announced additional funding of approximately US\$ 2 million. UNEP and UNIDO, as hosts of the CTCN, have pledged cash and in-kind contributions of US\$ 5.85 million.  Total amount of EU budget contribution EUR 7 million (separate contract – not a multi-donor contract)
<b>6. Aid modality(ies) and implementation modality(ies)</b>	Project Modality Indirect management with UNEP

<b>7. DAC code(s)</b>	41010			
<b>8. Markers (from CRIS DAC form)</b>	<b>General policy objective</b>	<b>Not targeted</b>	<b>Significant objective</b>	<b>Main objective</b>
	Participation development/good governance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Aid to environment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Gender equality (including Women In Development)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trade Development	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Reproductive, Maternal, New born and child health	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>RIO Convention markers</b>	<b>Not targeted</b>	<b>Significant objective</b>	<b>Main objective</b>
	Biological diversity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Combat desertification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Climate change mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Climate change adaptation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>9. Global Public Goods and Challenges (GPGC) thematic flagships</b>	Mitigation Flagship; GCCA+ Flagship			

## SUMMARY

Technology transfer is a cornerstone of the UNFCCC negotiations. In 2013, the Climate Technology Centre and Network (CTCN) started to provide training and technical support, in response to requests from developing countries. This action aims to strengthen and advance the Centre, in accordance with its political mandate and the EU's priorities.

The overall objective of the project is to improve the access of public and private actors from developing countries to state of the art technologies and services through an enhanced CTCN. The overall objective will be achieved through four specific objectives and outputs: i) Increase the capacities of climate technology stakeholders in developing countries; ii) Provide technical assistance services to support developing countries in removing technology barriers and creating an enabling environment for effective deployment of technologies; iii) Set-up technology partnerships to advance the dissemination of solutions in priority regions and technology areas; and iv) Set up incentive schemes for companies and entrepreneurs to engage in technology transfer to developing countries. Targeted outreach activities will link the CTCN work to national climate action, poverty reduction and sustainable development targets.

The CTCN+ project will support the operations of the CTCN, foster innovation and result lower greenhouse emissions and a better resilience against climate change in developing countries. As an intended side effect, the activities will aim to create new employment opportunities in developed and developing countries.

## 1 CONTEXT

### 1.1 Sector/Country/Regional context/Thematic area

#### 1.1.1 Public Policy Assessment and EU Policy Framework

The issue of technology transfer has been a cornerstone of the United Nations Framework Convention on Climate Change (UNFCCC) since it was established. It will remain to be one of the key elements of a new global climate agreement envisaged as result of COP 21 in Paris in December 2015. At the 16th session of the COP in December 2010, Parties agreed to establish a "Technology Mechanism" consisting of a Technology Executive Committee (TEC) and a Climate Technology Centre and Network (CTCN). The start-up CTCN's activities started in February 2013 following the approval of the UNFCCC Parties and the UNEP Governing Council. Since December 2013 the CTCN is 'open for business'.

The Centre is hosted and managed by United Nations Environment Programme (UNEP) in collaboration with the United Nations Industrial Development Organization (UNIDO) and 12 leading technical organizations from both developing and developed countries<sup>1</sup>. The CTCN is located in the UN City in Copenhagen. The CTCN's main functions are:

- To stimulate technology cooperation and enhance the development and transfer of technologies to developing country parties at their request.
- To foster collaboration and access to information and knowledge to accelerate climate technology transfer
- To strengthen networks, partnerships and capacity building for climate technology transfer

Since the start of the CTCN operations, technical assistance has been delivered to developing country constituents. Over 100 focal points have been established, 140 individuals from Asia, Africa, Latin America, Eastern Europe, Middle East, and Small Island Developing States benefited from training measures. The CTCN Knowledge Management System (KMS) launched in December 2014 during COP 20 in Lima, includes a library of more than 1,500 climate technology information resources and tools which collected and organised by geographic region and technology sector. The CTCN has been requested to support various types of assistance from developing countries to help them deploy climate technologies. As an example the CTCN has been preparing and/or implementing assistance to the following countries:

- The CTCN has been supporting Uganda to formulate specific geothermal legislation and regulations to regulate geothermal activity in Uganda. The country requested CTCN expertise to tackle the lack of supporting legislative and regulatory regimes that has constrained effective and efficient permitting and licensing of geothermal exploration

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<sup>1</sup> In addition to UNEP and UNIDO, the CTCN is supported by 11 Centres of Excellence: Asian Institute of Technology (AIT, Thailand), Bariloche Foundation (BF, Argentina), Council for Scientific and Industrial Research (CSIR, South Africa), The Energy and Resources Institute (TERI, India), Environment and Development Action in the Third World (ENDA-TM, Senegal), Tropical Agricultural Research and Higher Education Center (CATIE, Costa Rica), World Agroforestry Centre (ICRAF, Kenya), Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ, Germany), Energy Research Centre of the Netherlands (ECN, The Netherlands), National Renewable Energy Laboratory (NREL, United States of America), UNEP-DTU Partnership and UNEP-DHI Partnership

companies in Uganda, and thus trigger the deployment of geothermal energy on the national market.

- The CTCN has been supporting Colombia to evaluate the effectiveness of the existing national policies to promote energy efficiency in the industry, transport, service and building sector, and recommend adequate incentives and measures to increase use of energy efficiency technologies in these sectors. The assistance will support the country in demonstrating the value added of such policies and the need for further investments on climate technologies.
- The CTCN has been supporting Namibia to identify and compare the best technologies for managing water resources, including those already used in Namibia and those that could have the potential to be used in Namibia. The country requested CTCN expertise to inform the development of the national water master plan and to seek funding for the most promising technologies.
- The CTCN has been supporting Mauritius to assess the most appropriate technologies and practices to reduce GHG emissions of a specific coal power plant. The country requested CTCN expertise to be able to implement and comply with the strict environmental conditions of the plant in regards to climate change impacts.
- The CTCN has been supporting Indonesia for enabling transfer of Empty Fruit Bunches (EFB) Waste Treatment technologies using Anaerobic Digester Technology. The country requested CTCN expertise to identify the best technologies for EDB waste processing, the conditions needed for their transfer, the feasibility for constructing an EFB anaerobic digester plant, and to support the development of a proposal to implementing large scale activities for deploying the technologies identified and attracting private and public funding.

Through its assistance, the CTCN aims to provide the necessary skills and knowledge to requesting countries, to create the enabling environment needed to undertake larger scale action in the country, and to demonstrate value for funding of appropriate technologies in the countries. In particular, thanks to its close link to the government sector and its mandate emanating from UNFCCC Parties, the CTCN is in the position to complement the work of the private sector through supporting institutional, regulatory and policy frameworks and conditions that will stimulate the testing and dissemination of climate technologies on the ground. In addition, the CTCN is perceived as a convening and neutral power for governments to further develop climate technology projects and investments, in line with their economic and sustainable development priorities.

For the European Union, support for the demand-driven CTCN work is a key element in the UNFCCC negotiations related to technology. This new opportunity can be seen as a bridge between country needs to deploy technologies on the ground and the private sector and climate finance. It provides a positive counter narrative against more fundamental claims expressed by some Parties. A success of the CTCN will show that enabling environments and demand driven support can accelerate innovation and technology transfer to developing countries.



### ***1.1.2 Stakeholder analysis***

The project will involve a wide variety of stakeholders from the public sector and industry, including government officials, international donors and financial institutions, private sector companies, and civil society at both the international and national levels. The CTCN brings public and private sector stakeholders from developed and developing countries together. This project will widen the outreach with the objective to stimulate technology transfer partnerships and to support the UNFCCC process.

The transfer of technologies to developing countries offers great business opportunities. Private sector engagement has the potential to leverage much higher investments than can be obtained through the public sector. The vast majority of technologies are owned and operated by enterprises. More and better links between the public and private sector within and between developed and developing countries are important to accelerate innovation and dissemination of climate technologies. Stakeholders are in this context companies, chambers of commerce, interest groups and financing institutions.

A second group of stakeholders are linked to the UNFCCC process, in particular from developing country parties and observers from civil society and business organisations. The successful functioning of the CTCN provides a positive narrative and supports the outreach of the EU towards other Parties and stakeholders. The technical advice provided by the CTCN will aim to result in projects, supported by the Green Climate Fund, bilateral donors or other sources of funding. Development cooperation agencies or multilateral banks are key stakeholders and synergies with the financing of development projects will be exploited within this project.

### ***1.1.3 Priority areas for support/problem analysis***

The project strengthens the CTCN and its linkages to relevant financial institutions in line with the EU position on technology transfer in the UNFCCC negotiations. The CTCN's provides technical advice and capacity building to developing countries.

The EC contribution under the ongoing programme aimed to provide early support for a subset of the overall activities of the CTCN, specifically in the priority areas of capacity building and knowledge management. As a result of the ongoing support, a web-based service, incorporating over 1500 climate technology information resources through an automated tagging mechanism has been launched. Nearly 200 stakeholders attended the first two webinars on waste and transport technologies. Another priority was the support for National Designated Entities. As a result of EC contribution, 140 individuals from 119 countries (Asia, Africa, Latin America, Eastern Europe and Middle East, SIDS) have been trained to date. To strengthen in particular Least Developed Countries, CTCN launched the 'Request Incubator Programme' during COP 20 in Lima. The programme aims at enhancing LDCs capacities to develop requests for technical assistance.

Based on the evolving UNFCCC negotiations, the initial operational experiences of the CTCN and building on the implementation of the ongoing EC-funded project, more support for the generation of adequate requests through NDEs and CTCN's responding capacity is needed. Furthermore, the transfer of responses into mitigation and adaption projects requires further support towards partnerships of public and private actors. The overall objective is to improve

the access of public and private actors from developing countries to state of the art technologies and services through an enhanced CTCN, in particular to:

- i) Increase the capacities of climate technology stakeholders in developing countries,
- ii) Provide technical assistance services to support developing countries in removing technology barriers and creating an enabling environment for effective deployment of technologies;
- iii) The identification and inauguration of technology partnerships to advance the dissemination of solutions in priority regions and technology areas.
- iv) The development and implementation of incentive schemes for companies and entrepreneurs to engage in technology transfer to developing countries.

A strong emphasis will be placed on the creation of an enabling environment at national level for the mobilisation and effective use of financial resources, through providing support to countries in addressing the regulatory barriers that hamper financing and business development for climate technologies. This will be done through targeted capacity building activities, the request/response process, involving multilateral development banks and financial mechanisms in CTCN activities, facilitating private sector engagement and the development of public private partnerships on climate technologies. In doing so, the CTCN will contribute to the creation of a global partnership for financing sustainable development at the Addis Ababa international conference on financing for development and its follow-up.<sup>2</sup>The CTCN will also support follow-up activities of COP 21, through liaising with technology initiatives under development and sharing information with existing efforts.

**The first priority area is to increase capacities of national technology stakeholders and to enable developing countries to accelerate their efforts to scale up climate technologies.**

This will include supporting various actors from developing countries including private companies, SMEs and entrepreneurs, research organisations and universities, non for profit organisations, communities-based organizations. As requests to the CTCN are submitted through national contact points, the National Designated Entities (NDEs) in developing countries, these NDEs need to be in a position to identify technology needs through consulting relevant national stakeholders, and to submit to the CTCN, in line with their national priorities. The success of CTCN assistance hence greatly depends on how strong and engaged their NDEs are. To this purpose, the CTCN conducted a first series of trainings for NDEs in all regions. During these events, the NDEs (or their representatives) were trained on how to access the CTCN services and on their role as CTCN focal points. However, discussions from these training and the experience so far, suggest that NDEs need additional support, especially in least developed countries. This first priority area therefore includes new activities, as well a follow-up training activities, such as targeted support to NDEs and project proponents to develop bankable proposals and to better identify and access sources of funding for actions and projects following technical assistance from the CTCN, to monitor the success and impacts of CTCN assistance in the short and long term, and to provide additional tools for NDEs to support deployment of technologies on the ground. It is expected that thanks to these activities, NDEs will be in a position to identify technology needs and barriers for technology

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<sup>2</sup> The Financing for Development process co-facilitators' Zero Draft of 16.3.2015 positively mentions CTCN in paragraph 110 as one of the main international mechanisms for global research, development, diffusion and capacity building.

deployment in their countries and to submit targeted technical assistance requests to help remove these barriers. Is it also expected that relationships between various technology stakeholders will be reinforced, especially between various actors for public and private sectors, and project developers, that will lead to financing of technology deployment and transfer.

**The second priority is to support the capacity of the CTCN to prepare adequate responses to requests from developing countries.** The CTCN needs sufficient resources to react and response to the request in an adequate manner. 30 requests have been submitted to the CTCN, and this number is expected to grow quickly in 2015 and 2016. Resources are needed to ensure a quick response. Prioritisation criteria have been established<sup>3</sup> and agreed by the Advisory Board, but requests can only be handled if sufficient resources are available.

While the CTCN provides services to all countries and all climate technologies, the incoming requests to the CTCN and technology needs assessments point towards technologies and regions that have the role to pioneer technology partnerships. **A third priority for the EU is to implement technology partnerships aiming to develop replicable examples of technology transfer.** Potential areas for such technology partnerships will be identified through Technology Needs Assessments, best practices with strong replication potential, and regional and / or sectoral trends emerging from the request-response process; will ensure geographical balance and a balance between adaptation and mitigation technologies, and a potential for private sector involvement. They could include and could focus on the following challenges: deploying geothermal technologies in Uganda, identifying and developing water technologies in Namibia, development of Community-Based Early Warning System at city level in Dominican Republic, and to support increased competitiveness of the rice sector in Vietnam. More information on these partnerships is provided in section 4.

Responses of the CTCN are only a first step and should result into implementation and up-scaling phase in developing countries. The priority for the EU is demonstrate how the responses can be transposed into successful mitigation and adaptation projects, bringing together experience with installing, operating and financing technology. This third priority area therefore implies to undertake new activities that were not covered by the previous phase funded by EC.

**A fourth priority for the EU is to establish incentive schemes for companies and entrepreneurs to engage in technology transfer to developing countries.** While the majority of spending on innovation and technology comes from the private sector, entrepreneurs and smaller companies in developed and developing countries face barriers to engage and to enter the necessary networks. Experiences show that personal contacts and incentives are a winning combination to establish new businesses. Models for such bottom-up cooperation are the European Research Councils Proof of Concept grants, Horizon 2020 SME support or the Climate-KIC Accelerator for start-ups. Voluntary private sector engagement

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<sup>3</sup> To demonstrate that requests: have a clear and positive benefit in mitigating and adapting to climate change, follows priorities contained in national plans, enhance endogenous capacities, have the capacity to evaluate impacts of support provided, promote appropriate technologies and processes, have potential for replication/scaling up, promote collaboration such as south-south cooperation, leverage public and private financing, demonstrate social and economic benefits, and empower vulnerable groups including women and youth.

has the potential to leverage higher investments and more technological innovation than can be obtained through the public sector. The CTCN is collaborating with WIPO to ensure Intellectual Property Rights (IPR) issues related to climate technologies are well understood by NDEs and national stakeholders involved in CTCN activities, and are taken into account to ensure success of this engagement. Specifically, the CTCN is working with WIPO to develop and provide trainings on “demystify IPR” and present the benefits of IPR to trigger investments. The CTCN is also proposing the establishment of an investment and IPR helpdesk, in collaboration with WIPO. This fourth priority area will therefore build on the previous phase funded by the EC, especially regarding the expansion of the network, but will imply new efforts to increase focus on the private sector (including SMEs) and to establish concrete mechanisms and incentives to further deploy climate technologies in the countries. In addition, CTCN, through UNEP, will collaborate on eco-innovation topics, in order to engage with key stakeholders of technology innovations and to facilitate north-south and south-south collaboration to enable deployment of innovative technologies.

These four priorities will be embedded in a coherent outreach plan, addressing the broader context of technology transfer under the UNFCCC and in support of sustainable development goals. Depending on the demand-response process of the CTCN, different Sustainable Development Goals will be addressed.. The proposed project would mainly target SDG Goal 13 (take urgent action to combat climate change and its impacts), but has expected positive impacts also on Goals 6 (water/sanitation), 7 (energy), 8 (sustainable economic growth), 9 (infrastructure/industrialization/innovation), 12 (sustainable consumption/production), and to a lesser extent goals 10 (reduce inequality between countries) and 11 (resilient cities). On the level of SDG targets, number 13.b (raising capacities for climate-related planning and management), 12.a (support to strengthen scientific and technological capacities on sustainable consumption and production) and 9.b (support domestic technology development, research and innovation) are among the most relevant.

## 2 RISKS AND ASSUMPTIONS

<b>Risks</b>	<b>Risk level (H/M/L)</b>	<b>Mitigating measures</b>
UNFCCC COP21 will modify mandate of the CTCN.	L	<ul style="list-style-type: none"> <li>• The CTCN will continue to work on the transfer of climate technology to developing countries, in line with the UNFCCC objectives.</li> <li>• The project outlines clear objectives and deliverables of this project. A changed mandate will not hamper the successful implementation of this project.</li> </ul>
The CTCN services are insufficiently or ineffectively used	M	<ul style="list-style-type: none"> <li>• Re-design towards a more user friendly system with recognition of internet access limitations and language barriers.</li> <li>• Conduct outreach and develop</li> </ul>

		partnerships to promote use Establish on-going user feedback system to ensure portal and web training meets developing country needs
No sufficient funding for CTCN operation and overlapping donor support	H	<ul style="list-style-type: none"> <li>• Promote outreach events in international and multilateral fora.</li> <li>• Stronger focus on fundraising from the private sector</li> <li>• Stronger focus on fundraising from international institutions, including the GCF, the GEF, the Adaptation Fund, etc.</li> </ul>
Engagement of private sector stakeholders is not successful.	M	<ul style="list-style-type: none"> <li>• Stronger involvement of financial institutions and development agencies</li> <li>• Conduct outreach and develop partnerships to promote use</li> <li>• Produce publications describing early wins and success stories</li> </ul>
<b>Assumptions</b>		
<p>There is consensus between developed and developing countries on the need to maintain and strengthen the institutional arrangements on development and transfer of technologies under the UNFCCC. Thus there is a very high likelihood that the CTCN structure will be sustained in the longer term.</p> <p>The envisaged total budget needs for the initial five year period is US\$ 100 million. The CTCN is currently co-financed by Canada, Denmark, the European Commission, Japan, Norway, Switzerland, and the US. The available operational budget amounts to US\$ 26.5 million. In particular, current donors have contributed as follows:</p> <ul style="list-style-type: none"> <li>- Canada, Denmark and Switzerland have contributed to all CTCN functions without specific focus</li> <li>- Norway has contributed to all CTCN functions in line with a joint proposal developed with DNV GL following an SBI decision recommending a collaboration between the two applicants to host the CTCN.</li> <li>- The US has been requested by the CTCN to divide its contribution between financing general CTCN operations (staffing, travel, etc.) and supporting NREL engagement in the CTCN, as a member of the CTCN Consortium.</li> <li>- Japan has contributed to the CTCC with a specific focus on activities implemented in Asia and only related to mitigating greenhouse gas emissions.</li> </ul> <p>The Global Environment Facility, Ireland and Sweden announced additional funding of approximately US\$ 2 million. UNEP and UNIDO, as hosts of the CTCN, have pledged cash and in-kind contributions of US\$ 5.85 million.</p> <p>The additional EU financial contribution to UNEP will reduce the gap between budget needs and available financial resources , serving as seed funding for the global initiative and as an impetus to generate pledges from other UNFCCC parties and other potential donors.</p>		

### **3 LESSONS LEARNT, COMPLEMENTARITY AND CROSS-CUTTING ISSUES**

#### **3.1 Lessons learnt**

Since 1992, UNFCCC negotiations identified to assist developing countries in overcoming barriers to access to climate technologies as part of their strategy to mitigate greenhouse gas emissions and to adapt to the consequences of climate change. Experience shows that solutions must be based on local and national ownership and country driven needs. In addition, while funding is available at the international level, it is hard for developing countries to demonstrate the readiness, value added and long-term impacts of their projects and to trigger funding necessary for deploying climate technologies. Therefore, solutions should also be focused on building and strengthening the capacity of developing countries to address technology challenges, to identify the most suitable opportunities for adaptation and mitigation actions, and to trigger public and private investments.

The first two years of practical experiences with the CTCN work and the implementation of the of the EU ENRTP project "Support to Climate Technology Transfer and Networking" has shown that a hybrid approach is needed to advance both the UNFCCC negotiations and the CTCN operations. Support for the main CTCN functions and the implementation of the mandate attributed through the UNFCCC Parties is essential. Through the Commission role as issue lead on technology and as member of the CTCN's advisory board, EU interests are represented. Within the CTCN mandate, it is common practise that donors link their support with specific aspects of the CTCN work. In the first EU project, capacity building and knowledge management have been emphasised. Given the role of private sector for technology transfer, this topic should become priority for a potential follow-up project.

EC financial support is designed to facilitate a network of national, regional, sectoral and international technology linkages. To avoid the establishment of parallel structures the objective is not to establish new organizations but to enhance the capacity of existing institutions to develop and disseminate climate technology. A key approach will be the encouragement of collaboration between the private sector, public institutions, academia and research institutions. Opportunities for North-South, South-South and triangular technology cooperation will be encouraged. With equity in mind, the networking will aim to serve a large number of developing countries, in particular LDCs and SIDS. In this context, the CTCN will also give a particular attention to supporting countries for the deployment of adaptation technologies that are a major area of concern, especially in LDCs and SIDS, but that still lack from sufficient interest for investors.

The level of effort developing countries are making to address climate change within the context of their overall development needs. Although developing countries are making significant progress, such effort becomes increasingly relevant as countries design climate change strategies in response to both national priorities and international demands. Further support is needed to assist countries in establishing the institutional arrangements and coordination necessary for effective implementation and monitoring of such strategies. The ultimate objective is to ensure that developing countries are able to move from the technical assistance to the effective technology implementation and/or development. To this purpose,

there is a need to have a close cooperation with the organisations that are able to take the outcomes of the technical assistance to successful mitigation and adaptation projects.

Developing countries need increased access to information on mitigation and adaptation technologies. The demand driven system relevant and further training of main stakeholders (as a follow-up to the first phase funded by the EC) can ensure an understanding of the needs and possible pathways essential for developing countries to meet their challenges. In this context, the CTCN will respond to the main needs expressed by developing countries for the transfer and deployment of climate technologies: substantive investments and concrete actions on the ground – through creating mechanisms between requests for assistance and investors/donors, and through assisting countries create an enabling environment to undertake larger scale action, to demonstrate value for funding and to actually transfer and deploy appropriate technologies in the countries.

### **3.2 Complementarity, synergy and donor coordination**

The UN and the EU have provided substantial support and funding to developing countries in the area of climate change, capacity development and technology transfer. This contribution will build on several key activities supported by the European Commission and relevant UN agencies.

In 2012 UNFCCC confirmed UNEP as host of the CTCN. UNEP has, as an implementing agency of the Montreal Protocol Multilateral Fund, implemented more than 1500 projects in developing countries that directly or indirectly support the transfer of technology. UNEP's experience extends as well to the areas of facilitating access to finance, entrepreneur development, technology licensing and IP management, capacity building, monitoring, and evaluation. Other technology transfer projects have also helped to promote the use of renewable energy, clean fuels or the use of efficient lighting technology (e.g. en.lighten). Furthermore, the UNEP is working in regional climate change adaptation networks in Asia and Latin America. The Rural Energy Enterprise Development Initiative is supporting more than 50 enterprises in developing countries. Jointly UNEP and UNIDO manage a global network of 42 National Cleaner Production Centres, which use a multi-stakeholder approach and involve different levels of industry, government, academia and the financial sector. This experience is directly relevant for the key roles and functions of the CTCN.

The aim of the EC through this financial support is to complement and to close a gap between existing key areas of EU action with developing countries:

- Mainstreaming climate action in development cooperation, taking place in many regions and countries in particular in the context of the Global Climate Change Alliance (GCCA). The GCCA seeks to enhance cooperation and support between the EU and poor developing countries, most vulnerable to climate change, in particular Least Developed Countries (LDCs) and Small Island Developing States (SIDS) to adapt to the effects of climate change without prejudice to achieving the Millennium Development Goals.
- International research and innovation on low carbon and climate adaptation technology supported under the Research and Innovation Framework Programme Horizon 2020. Participation from developing countries is encouraged and instruments, like INCO-NETs, help to define suitable topics for joint project for

collaborative research and innovation activities. The Joint research Centre cooperates with international partners and provides scientific support to initiatives such as the European Strategic Energy Technology Plan (SET-Plan). The Enterprise Europe Network helps small business to develop new markets, to source or license new technologies, to access EU funding and to stimulate the cooperation of technology providers and demanders. To link the European Commission's work with the CTCN, an exchange between the services will be established. DG CLIMA will work with DG ENER, DG GROW, DG RTD, DG DEVCO, the JRC and other interested Directorate-Generals together to exploit synergies to promote climate technologies and to address sustainable development goals.

A number of principles will guide the approach with UNEP. There will be no duplication of the work of other bodies, such as the Green Climate Fund or the GEF. Synergies will be created through direct coordination of the Centre, the Network members and its Advisory Board, where GEF, GCF, the Adaptation Fund, and the Standing Committee for Finance are represented. More specifically, the CTCN has been discussing with the GCF to agree on concrete ways of collaborating and linking their distinct activities, especially to increase sharing of information and capacity building, to support the development of projects that can attract funding and to help identify funding sources to help the deploy of technologies in-country. The CTCN has worked hand to hand with the GEF Secretariat to prepare a pilot project creating complementarities between CTCN technical assistance and GEF project funding. In essence, the GEF grant will support around seven requests for technical assistance received by developing countries, that have important potential to lead to a bigger stand-alone project to be financed under GEF-6, or to deliver demonstrable environmental benefits through the deployment – and thus investment in – climate technologies. This project is expected to serve as a pilot to highlight possible options for future CTCN-related outputs to be further developed as GEF-6 projects with concrete mitigation benefits, using GEF country allocations, in a country-driven manner. The project is also expected to help the CTCN design and test a framework through which it will work with financing institutions to help developing countries design requests that would comply with the requirements of financing institutions and therefore be conducive to financial support and concrete implementation.

Furthermore, working relationships with the donor community and UNFCCC partners will be developed in order to identify opportunities for complementary support. A first CTCN donor coordination meeting took place in October 2014. UNEP has been contributing to the discussions in New York of the United Nations Conference on Sustainable Development, for the creation of a global Technology Facilitation Mechanism. UNEP will build on the CTCN experience and make sure that lessons learnt are reflected in the discussion process, to ensure effectiveness of the mechanism and avoid duplication of work.<sup>4</sup> To enhance the CTCN's visibility, at least two high level events will be organised by UNEP in developing countries. An example could be a high-level event about "climate technology in Africa", bringing

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<sup>4</sup> More information is available here: <https://sustainabledevelopment.un.org/index.php?menu=1453>. UNEP will also be closely following the work of the High Level panel established by UN Secretary General Ban Ki-moon to study the scope and functions of a proposed Technology Bank and Science, Technology and Innovation Supporting Mechanism dedicated to the least developed countries. More information is available here: <http://unohrrls.org/technologybank/>.



together the CTCN partners in Kenya, Senegal and South Africa with best practice in the region, such as the Centre for Renewable Energy & Energy Efficiency in Cape Verde.

Coordination will be pursued with programmes, projects and activities being undertaken by the EU and other donors and with the selected beneficiaries. The EC contribution is subject to representation on the relevant steering groups to coordinate policy, strategy and implementation; monitor progress and recommend corrective actions to ensure the effectiveness of contributions. Since December 2014, the European Commission is represented on the CTCN's Advisory Board. Through the EU UNFCCC coordination, Member States and Commission coordinate interest and support to the CTCN.

### **3.3 Cross-cutting issues**

There is increasing concern that climate change will disproportionately impact the poor, notably women and children. Effective and timely action on climate change can reduce its negative impacts on development goals. This is because long-term, informed planning can result in more cost effective climate change mitigation and adaptation policies, which have the potential to reinforce related development policies, notably poverty alleviation and gender equity goals. While the proposed response makes little direct contribution to alleviating poverty or promoting gender equity, it fosters a more integrated approach to policy planning and one that emphasises expanded access to cleaner energy and hence the services it makes available and less greenhouse gas intensive forms of energy.

## **4 DESCRIPTION OF THE ACTION**

### **4.1 Objectives**

The overall objective of the project is to improve the access of public and private actors from developing countries to state of the art technologies and services through an enhanced CTCN. The overall objective will be achieved through four specific objectives and outputs:

- i) Increase the capacities of climate technology stakeholders in developing countries,
- ii) Support to countries in removing technology barriers and creating an enabling environment for effective deployment of technologies;
- iii) Set-up technology partnerships to advance the dissemination of solutions in priority regions and technology areas; and
- iv) Set up incentive schemes for companies and entrepreneurs to engage in technology transfer to developing countries.

Targeted outreach activities to link the CTCN work to national climate action, poverty reduction and sustainable development targets and to raise the visibility of the CTCN are complementary objective.

## 4.2 Main activities

### i) Capacity building to climate technology stakeholders in developing countries

Within this cluster of activities, the CTCN will provide support to national stakeholders working on climate technologies, with a particular focus to stakeholders from least developed countries. This will include providing support to various actors from developing countries including private companies, SMEs and entrepreneurs, research organizations and universities, non for profit organizations, communities-based organizations, cooperatives, etc. The objective of these activities will be to train NDEs and other climate stakeholders on climate technologies, CTCN services, and on the development of bankable projects and proposals for funders and investors.

In line with its mandate, the CTCN will also strengthen NDEs capacities to consult with national stakeholders and to identify, prioritize and submit requests to the CTCN that have real potential for technology deployment and transfer on the ground and to attract investments. Through its Request Incubator Programme, the CTCN enhances LDCs capacities to understand their technology needs and priorities, including results from Technology Needs Assessments (TNAs) and other international and national mechanisms, and to strengthen their capacities to identify funding mechanisms for deploying climate technologies in their countries, from both private and public sources. Such funding from private investors, multilateral organizations, co-financing from governments or similar sources could support developing countries to conduct follow-up actions on the ground, following CTCN technical assistance and to effectively deploy climate technologies at national level. A special focus will be on the Green Climate Fund. The training will also help each participating NDE to manage the CTCN technical assistance process and utilise the CTCN's services on behalf of his/her country in an ideal way, taking into account the work and outputs related to TNAs and Technology Action Plans, as well as related assessments and plans, such as LEDS, NAMAs, NAPAs, etc.

In addition, the CTCN will organize regional networking fora to further develop and strengthen the regional network of NDEs, and their relationship with key financial institutions, regional Consortium Partners, current and potential Climate Technology Network members. A special focus will be given on linkages to project finance and on business models for bankable projects. In particular, project developers will be coached by CTI PFAN<sup>5</sup> to develop requests that are more private sector oriented, and will be able to present project ideas to potential private sector financiers. The events will be an opportunity for NDEs to share experiences on NDEs set-up and activities at national level, use of CTCN Technical Assistance, and other CTCN services, and will facilitate linkages between CTCN technical assistance and financial mechanisms, financiers and institutions that are relevant to Climate Technologies, with a view to identify matchmaking opportunities to secure funding for follow-up actions to CTCN requests or other climate technology activities. In particular, these activities will include to:

- Identify partner organizations to involve in the regional fora and provide training to NDEs on their particular topic of expertise. This will include partnering with donor

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<sup>5</sup> The Private Financing Advisory Network (PFAN) is a multi-lateral public-private partnership initiated by the Climate Technology Initiative (CTI)

organizations and investors, to best train NDEs on how to access finance for deploying climate technologies in their country, as well as on monitoring and evaluation, and intellectual property rights.

- Organize regional fora to further develop and strengthen the capacities of NDEs and other in-country climate technology stakeholders to collaborate and network with other NDEs, with key financial institutions, regional Consortium Partners, current and potential Climate Technology Network members.

Work with appropriate organizations to develop training materials on project financing and on business models for bankable projects, with a view to identify matchmaking opportunities to secure funding for follow-up actions to CTCN requests or other climate technology activities.

ii) Support developing countries in removing technology barriers and creating enabling environment for effective deployment of technologies

Within this cluster of activities, the CTCN will respond swiftly and efficiently to the increasing requests from developing countries NDEs in order to support countries with early technology barrier removal, and with triggering technology financing and implementation. The CTCN thus aims to ensure that its response to technical assistance requests will actually provide the skills and create enabling situations needed by the country to undertake larger scale action, to demonstrate value for funding and to actually transfer and deploy appropriate technologies in the countries. In particular, thanks to its close link to government sector and its mandate emanating from UNFCCC Parties, the CTCN is in a great position to complement the work of private sectors through supporting institutional, regulatory and policy frameworks and conditions that will stimulate the testing and dissemination of climate technologies on the ground.

This support will be provided through the reception, selection refinement and implementation of technical assistance requests submitted by developing countries. Requests for technical assistance are formally prioritized and submitted through the country NDEs although they can emanate by a distinct institution, such as a Ministry, a non-profit organization, a private organization a research institute, etc. The CTCN will provide developing countries with high quality technical assistance to facilitate the transfer and dissemination of technologies for enhancing low emissions and climate resilient development in line with their national circumstances and priorities.

The CTCN will notably:

- Receive requests from developing countries and assess their eligibility based on the criteria approved by the Advisory Board
- Identify and select request with the most potential for the effective deployment of technologies based on prioritization criteria approved by the Advisory Board. These criteria include to demonstrate that requests: have a clear and positive benefit in mitigating and adapting to climate change, follows priorities contained in national plans, enhance endogenous capacities, have the capacity to evaluate impacts of support provided, promote appropriate technologies and processes, have potential for replication/scaling up, promote collaboration, leverage public and private financing, demonstrate social and economic benefits, and empower vulnerable groups including women and youth.

- Work with the NDE to refine the request and design a response plan that identifies the scope of assistance, provides a schedule of key deliverables, and describes the tailored assistance that will support the needs and respond to the guidance provided by the NDE, including a workplan and activity-based budget.
- Implement the technical assistance based on the response plan. The activities related to the assistance shall be conducted in close collaboration with the requesting NDE, proponents, and other organizations involved in the implementation of the response.
- Support the NDE in monitoring the impact and concrete benefits of the assistance in the short and medium term, with the assistance of the CTCN and the assistance implementer. This effort will be based on specific indicators and based on targets agreed in advance with the NDE.
- Support developing countries in establishing linkages with public and private investors to implement follow up action to the assistance provided through the CTCN to facilitate technology deployment at country level.

iii) Establish and encourage technology partnerships in priority regions

Within this cluster of activities, the CTCN aims to ensure that developing countries are able to move from the technical assistance to the effective technology implementation and/or development, through establishing partnerships between national technology stakeholders, donors/investors and other key technology actors. In this context, the CTCN will put a strong emphasis on linking its activities and raising awareness on the work undertaken in the Technology Needs Assessments process, including the identification and analysis of public and private stakeholders related to climate technologies.

The EC contribution will be directed towards assistance that fall within priority regions/sectors agreed between the EC and the CTCN. CTCN will build partnership programme with the objective to facilitate: the practical linkages between technology, finance and capacity building. The technology partnerships will provide further support to implement the response with the aim to initiate project implementation, mentoring the project preparatory and implementation phase and realising replicable models for developing countries. The priority is to demonstrate how the responses can be transposed into successful mitigation and adaptation projects. In this context, the CTCN will establish partnerships with both CTCN Network Members and key technology promotion organisations with the objective that the technology assistance seamlessly flows into their partnership programme that developing countries can participate in, so that there is a clear line of sight from Technology Need Assessment (TNA), CTCN Technical Assistance and implementation of the advice provided through the assistance.

The CTCN has identified four areas for these technology partnerships, identified through the request-response process:

- Geothermal energy in Uganda. The government of Uganda has requested assistance to the CTCN to developing adequate policy, legal and regulatory frameworks for enabling the deployment of technologies for geothermal energy supply. Uganda has important estimated resources for geothermal energy that has potential to provide affordable, efficient, low-emission, large scale, base load renewable power to the

country. While there is growing interest from the government, development partners and private companies to engage in geothermal energy development in Uganda, a number of barriers are hampering the effective deployment and transfer of adequate technologies, including resource development risk, large up-front investment, weakness of institutions and, lack of legal and regulatory regime. The partnership will work with the government and the private sector to strengthen understanding of these barriers and to identify concrete mechanisms to remove them. The partnership will bring together international organizations, such as the African Development Bank and the Geothermal Risk Mitigation Facility, as well as partners from other countries such as the Geothermal Development Company of Kenya, etc.. This is expected to trigger further financing and technology transfer for developing the use of geothermal energy in Uganda. Such activity has important potential for sharing experience with other countries in the region, that have huge geothermal potential, and to increase regional partnerships for geothermal technologies.

- Water technologies in Namibia. The government of Namibia, has requested technical assistance to the CTCN to support the design of a transformational water harvesting infrastructure plan. Namibia is suffering from persistent droughts and unpredictable rainfall and temperatures, hampering agricultural productivity, endangering health and lives of population. Water shortages have become so severe that a number of mines are no longer able to operate at their full capacity. There is thus a need for identifying and deploying appropriate technologies for addressing water scarcity in the country. The partnership will aim to create linkages between the government the communities and the private sector, with a particular emphasis on SMEs, to best identify, test and fund the best technologies to deploy, The technologies considered will include modern but also traditional technologies, and will take into account the social, environmental and economic co-benefits if their deployment for national actors. This work will also inform the development of a national water master plan, to ensure that adequate policies and enabling frameworks will be put in place by the government, to attract investors and increase funding. The methods and learning gained from this technical assistance will be directly relevant to a number of other countries who are dealing with water shortage challenges, exacerbated by a changing climate. Methods used to prioritise technology solutions based on facts of impact over time, costs, and feasibility, will form the basis of methodologies to be shared with other countries through CTCN's set of annual Forums in each developing region, online trainings and webinars, and potentially as a component of ongoing Disaster Risk Reduction and Ecosystem-based Adaptation trainings conducted by other units of UNEP beyond the CTCN.
- Community-Based Early Warning System for the capital city of Santo Domingo., Dominican Republic. The government of Dominican Republic will receive assistance from the CTCN to better monitor the disaster risks, and to identify better approaches for synthesizing this information; and specific technologies to communicate it to local residents. Communication technologies considered will include mobile telecommunications. Expected results include over 500,000 people better informed about risks and hazards on their lives; as well as increased resilience increased of local commercial activities and employment. Significant potential exists for transferring methods and learning gained from this technical assistance with other countries in the Caribbean and globally, with particular relevance to the context of Small Island

Developing States (SIDS). Learning gained from this assistance is foreseen to be shared with other SIDS through CTCN's set of annual Forums in each developing region, online trainings and webinars, and potentially as a component of ongoing Disaster Risk Reduction and Ecosystem-based Adaptation trainings conducted by other units of UNEP beyond the CTCN.

- Competitiveness of the rice sector in Vietnam. The government of Vietnam is seeking support to the CTCN to support to deployment of adequate technologies in the rice sector. The rice sector in Vietnam represents one of the most dynamic and economically important agricultural production system in the country. The request deals with the energy and environmental issues the rice sector is facing, and aims at supporting rice millers to increase competitiveness whilst adjusting to the evolving policy environment. The technology partnership will include supporting Vietnam in technology selection, process optimization, business model development, and financing facilitation. If proved successful, the approach demonstrated could be replicated to an estimated 100 similar milling companies in Vietnam. Ultimately, the objective is to identify business development strategies and to unlock investments, through creating linkages with farmers, cooperatives, SMEs and industries, with private investors, banks and international donors.

In particular, these partnerships will enable request proponents to:

- Create synergies and operational collaborations with major multilateral donors in the field of climate change, and in particular with the Green Climate Fund, the Global Environment Facility and the Adaptation Fund, to explore opportunities for funding follow-up actions to CTCN requests. The CTCN aims to set-up partnerships and specific mechanisms that can strengthen country capacities to develop bankable projects and proposals, facilitate matchmaking opportunities and channels between country stakeholders and multilaterals donors, and encourage the funding of follow-up actions and sound projects, based on requests submitted to the CTCN.
- Collaborate with organizations that are already providing funding or facilitating support to developing countries on climate technologies, to identify possible matchmaking mechanisms that will help NDEs and request applicant identify sources of funding. In this context, the CTCN has started collaborating with organizations such as WIPO, CTI-PFAN, REEEP, and with the Multilateral Development Banks.
- Develop mechanisms encouraging and facilitating the identification of possible sources of funding for project and requests with the highest potential of success
- Develop partnerships with existing workshops and conferences to establish speed dating events between developing countries and technology & finance champions/specialists

iv) Offering incentive schemes for companies and entrepreneurs from developed and developing countries

The transfer of technologies to developing countries offers business opportunities. Private sector engagement has the potential to leverage higher investments and more technological innovation than can be obtained through the public sector. In particular smaller companies and entrepreneurs can gain from activities which incentivise the

engaging with international partners. The CTCN mandate is among others to facilitate the lowering of barriers to private sector and in particular that of SMEs (i.e. support to regulations favourable to SMEs, , removal of subsidies, financial incentives, credit instruments, support access to carbon markets, etc.). The CTCN private sector innovation programme will be set up with the objective to provide support to strengthen the capabilities of SMEs from both developed and developing countries. The CTCN is developing a Private Sector Engagement Strategy, which includes proposals for incentive programmes such as:

- Online partnering and matchmaking function, in cooperation with existing networks,
- Climate change innovation award for SMEs and entrepreneurs, with a special emphasis on entrepreneurs from developing countries
- Climate technology virtual exhibition centre.
- Business-oriented communication materials (newsletters, presentations, new social media)
- Study tours for entrepreneurs and private companies
- IPR and licencing helpdesk, in cooperation with the EPO and WIPO

Activities could also include the creation of an incubator/accelerator for developing countries' private sector entities (with a strong focus on SMEs) where they are trained to become Network members; and the creation of a 'climate technology innovation award' for research institutions, with special emphasis on indigenous, low cost/ high impacts and innovative technologies. The idea would be to provide direct funding to the winner to pilot its innovative technology, or invite the winner to an annual conference to showcase the technology and meet private sector representatives/financiers. Matchmaking services to research institutions working on climate technologies could also be provided, as a way for them to secure funding.

The CTCN will facilitate the voluntary collaboration of likeminded technology developers, users in developed and developing countries, A special emphasis will be made on project financing and risk management. In early 2015 UNFCCC Parties pledge 10 billion USD to the Green Climate Fund with the aim to leverage private sector financing which ultimately can benefit SMEs to bring to market their initiatives and technologies. CTCN private sector engagement programme has the objective to build close collaboration with the GCF and other multilateral banks in order to develop suitable grant programmes and micro finance schemes that benefit early start up financing and R&D for SMEs. The CTCN private sector engagement programme has as objective to build close collaboration with the Green Climate Funds and other multilateral banks active in the area of climate finance in order to develop suitable grant programmes and micro finance schemes that benefit early start up financing and R&D for SMEs. Models for such a bottom-up cooperation initiated by the EC are the European Enterprise Network, the European Research Councils Proof of Concept grants (helps ERC grant-holders bridge the gap between their research and the earliest stage of a marketable innovation), Horizon 2020 SME support (help innovative small firms get ideas from the lab to the market) or the Climate-KIC Accelerator for start-ups (help create an investable business start-up). These different Commission supported initiatives have the potential to build synergies with the CTCN.

Cooperating with existing capacity building programmes and initiatives and promote their use through the NDEs in developed and developing countries, in collaboration with the concerned organizations (i.e WIPO, CTI-PFAN, REEEP, etc.). The CTCN will liaise with knowledge partners to develop and promote capacity materials that will help country stakeholders in identifying and deploying climate technologies. These will be used to raise awareness on UNFCCC processes, technology and financing opportunities, technical information, etc.

#### Communication and outreach to developed and developing countries

The outreach of the CTCN and the communication of the broad range of stakeholders is a cross-cutting priority of the project. To ensure consistent messaging towards the target audience and the UNFCCC stakeholder a communication plan will be elaborated. This will include the outreach of the CTCN to related activities, such as the work on sustainable development and a green economy.

The outreach activities will include at least two high level events, on ministerial rep. Commissioner level and the adequate representation of the CTCN at relevant UN events, focussing on sustainable development goals or financing development cooperation.

A detailed outreach plan will be agreed in the inception phase of this project.

### **4.3 Intervention logic**

The EU contribution will result in a more efficient and effective support for North-South, South-South and triangular technology cooperation. See logical framework in the annex.

## **5 IMPLEMENTATION**

### **5.1 Financing agreement**

In order to implement this action, it is not foreseen to conclude a financing agreement with the partner country, referred to in Article 184(2)(b) of Regulation (EU, Euratom) No 966/2012

### **5.2 Indicative implementation period**

The indicative operational implementation period of this action, during which the activities described in section 4.1 will be carried out and the corresponding contracts and agreements implemented, is 36 months from the date of entry into force of the financing agreement.

Extensions of the implementation period may be agreed by the Commission's authorising officer responsible by amending this decision and the relevant contracts and agreements; such amendments to this decision constitute technical amendments in the sense of point (i) of Article 2(3)(c) of Regulation (EU) No 236/2014].

This action aims to be the continuation of the project entitled "Support to Climate Technology Transfer and Networking" currently under implementation until April 2016. A seamless continuation is envisaged.

### **5.3 Implementation of the budget support component**

N/A



#### **5.4 Indirect management with an international organisation**

This action may be implemented in indirect management with the United Nations Environment Programme (UNEP) in accordance with Article 58(1)(c) of Regulation (EU, Euratom) No 966/2012. This implementation entails the action "Support to Climate Technology Transfer Services and Partnerships" to be entrusted to the entity. This implementation is justified because of UNEP's specific experience and its role as host of the CTCN.

The entrusted entity would carry out the following budget-implementation tasks: Management of the project work and budget. These tasks can include the general management and coordination of the project, as well as the organisation of technical assistance and expert missions and meetings, the selection and contracting of qualified think tanks and experts for the drafting of policy paper and technical guidance, the financing of relevant pilot projects on a national and sub-national level, and the conduct of outreach and information work towards relevant constituencies, including through a dedicated website and other electronic communication.

The entrusted international organisation is currently undergoing the ex-ante assessment in accordance with Article 61(1) of Regulation (EU, Euratom) No 966/2012. The Commission's authorising officer responsible deems that, based on the compliance with the ex-ante assessment based on Regulation (EU, Euratom) No 1605/2002 and long-lasting problem-free cooperation, the international organisation[s] can be entrusted with budget-implementation tasks under indirect management.

#### **5.5 Scope of geographical eligibility for procurement and grants**

The geographical eligibility in terms of place of establishment for participating in procurement and grant award procedures and in terms of origin of supplies purchased as established in the basic act and set out in the relevant contractual documents shall apply.

## 5.6 Indicative budget per objective

	<b>EU contribution (amount in EUR)</b>
Indirect management with UNEP	
Objective 1: Capacity building to climate technology stakeholders in developing countries	1 380 000
Objective 2: Support developing countries in removing technology barriers and creating enabling environment for effective deployment of technologies	2 020 000
Objective 3: Establish and encourage technology partnerships in priority regions	2 020 000
Objective 4: Offering incentive schemes for companies and entrepreneurs from developed and developing countries	1 380 000
Evaluation, Audit	100 000
Communication, visibility and outreach	100 000
Totals	7 000 000

## 5.7 Organisational set-up and responsibilities

The project will be managed as a seamless extension of the on-going ENRTP action "Support to Climate Technology Transfer and Networking" (CRIS 2010/258-800) and will support the CTCN through UNEP. The Centre is hosted and managed by UNEP in collaboration with UNIDO and the 12 consortium partners.

Support begins with a 6-month inception phase. After this initial stocktaking and planning, the thematic priorities for the activities in the area of technology partnerships, private sector engagement and capacity building will be agreed between the CTCN, UNEP and the European Commission.

## 5.8 Performance monitoring and reporting

The day-to-day technical and financial monitoring of the implementation of this action will be a continuous process and part of the implementing partner's responsibilities. To this aim, the implementing partner shall establish a permanent internal, technical and financial monitoring system for the action and elaborate regular progress reports (not less than annual) and final reports. Every report shall provide an accurate account of implementation of the action, difficulties encountered, changes introduced, as well as the degree of achievement of its results (outputs and direct outcomes) as measured by corresponding indicators, using as reference the logframe matrix (for project modality) or the list of result indicators (for budget support). The report shall be laid out in such a way as to allow monitoring of the means

envisaged and employed and of the budget details for the action. The final report, narrative and financial, will cover the entire period of the action implementation.

The Commission may undertake additional project monitoring visits both through its own staff and through independent consultants recruited directly by the Commission for independent monitoring reviews (or recruited by the responsible agent contracted by the Commission for implementing such reviews).

## **5.9 Evaluation**

Having regard to the nature of the action, mid-term and final evaluations will be carried out for this action or its components via independent consultants contracted by UNEP.

The mid-term evaluation will be carried out for problem solving and learning purposes, in particular with respect to the impact of CTCN support on technology transfer.

The final evaluation will be carried out for accountability and learning purposes at various levels (including for policy revision), taking into account in particular the fact that the CTCN operations reflect the UNFCCC mandate and is supported by different donors.

The Commission shall analyse the conclusions and recommendations of the evaluations and, where appropriate, in agreement with the partner country, jointly decide on the follow-up actions to be taken and any adjustments necessary, including, if indicated, the reorientation of the project.

## **5.10 Audit**

Without prejudice to the obligations applicable to contracts concluded for the implementation of this action, the Commission may, on the basis of a risk assessment, contract independent audits or expenditure verification assignments for one or several contracts or agreements.

Indicatively, one contract for audit services shall be concluded under a framework contract in 2017.

## **5.11 Communication and visibility**

Communication and visibility of the EU is a legal obligation for all external actions funded by the EU.

This action shall contain communication and visibility measures which shall be based on a specific Communication and Visibility Plan of the Action, to be elaborated at the start of implementation and supported with the budget indicated in section 5.6 above.

In terms of legal obligations on communication and visibility, the measures shall be implemented by the Commission, the partner country, contractors, grant beneficiaries and/or entrusted entities. Appropriate contractual obligations shall be included in, respectively, the financing agreement, procurement and grant contracts, and delegation agreements.

The Communication and Visibility Manual for European Union External Action shall be used to establish the Communication and Visibility Plan of the Action and the appropriate contractual obligations.

## **6 PRE-CONDITIONS**

The CTCN+ action is building on the implementation of the ENRTP action "Support to Climate Technology Transfer and Networking" (CRIS 2010/258-800). An independent evaluation of the previous project will inform the implementation of activities of this project, and help the CTCN in further improving the effectiveness and efficiency of its activities.

The CTCN+ action will be implemented under the pre-condition that an independent evaluation will recommend the continuation.

## APPENDIX - INDICATIVE LOGFRAME MATRIX (FOR PROJECT MODALITY) <sup>6</sup>

The activities, the expected outputs and all the indicators, targets and baselines included in the logframe matrix are indicative and may be updated during the implementation of the action without an amendment to the financing decision. The indicative logframe matrix will evolve during the lifetime of the action: new lines will be added for listing the activities as well as new columns for intermediary targets (milestones) when it is relevant and for reporting purpose on the achievement of results as measured by indicators.

Intervention logic	Indicators	Baselines (incl. reference year)	Targets (incl. reference year)	Sources and means of verification	Assumptions
Overall objective: Impact	Developing countries in Africa, Asia and Latin America, the Pacific, and the Caribbean and least developed countries in particular will emit less greenhouse gases per unit of GDP and have a higher resilience to climate change.	Recognition of technology transfer and development in national climate policy documents submitted by developing countries (LEDS, NAMAs, NAPs and INDCs)	<b>In the reference year 2014:</b> 20 requests have been submitted to the CTCN and but no responses was send 14 countries implementing ecosystem-based approaches, and other approaches	<b>Targets for the year 2016 are:</b> 28 countries implementing ecosystem-based approaches, and other approaches 16 countries incorporating ecosystem-based and other supporting adaptation approaches, in key sectoral and development plan	The CTCN is in a start-up phase. The number of submitted request will increase in the second semester 20154. The UNFCCC negotiations will initiate commitments from developing countries and ensure future funding for technology transfer.
		Number of technology-based projects funded through the Green Climate Funds, the Global Environment facility and other multilateral and bilateral donors.	4 countries incorporating ecosystem-based and other supporting adaptation approaches, in key sectoral and development plans	<b>Targets for the year 2017 are:</b> 32 countries implementing new renewable energy and/or energy efficiency initiatives	More national and multilateral donors will support the CTCN operations, ensuring a proper international balance of
		Increase in number of countries incorporating ecosystem-based and supporting adaptation approaches in key sectoral and development plans	4 countries implementing new renewable energy and/or energy efficiency initiatives	55 finance institutions and other private sector investors demonstrating commitment of resources	

<sup>6</sup> Mark indicators aligned with the relevant programming document mark with '\*' and indicators aligned to the EU Results Framework with '\*\*'.

		clean technology investments as a result of UNEP's supports	energy efficiency initiatives  20 finance institutions and other private sector investors demonstrating commitment of resources through written statements	through written statements		donations.  More countries will have nominated NDEs and will be in a position to submit requests that are eligible for CTCN assistance.
Specific objective: Outcome	i) Improved access of public and private actors from developing countries to state of the art technologies and services through an enhanced CTCN.	Number of national climate policy documents of developing countries (LEDS, NAMAs, NAPs INDCs, etc.) recognizing technology transfer and development	<b>In the reference year 2014:</b> No specific policy, project, programme, initiative or partnership is identified to have derived from CTCN assistance yet	<b>Targets for the year 2016 are:</b> 3 national policy documents 5 technology-based programme and initiatives 2 countries that have projects resulting from TNA/TAP 2 technology-based projects funded	Annual report of the CTCN to the UNFCCC Conference of Parties  Reports from the UNEP to the Commission  Climate change mitigation and adaptation laws, policies, regulations, and programmes, referenced in national documents, national communications to the UNFCCC and similar relevant documents.  Requests supported by funders and proposal submitted to funders	The CTCN can help support countries in mainstreaming technologies issues into policies but planning and policy documents depend on countries
	ii) Better coherence of national development priorities, technology needs, international project finance and capacity building	Number of technology-based programme and initiatives implemented by developing countries  Number of countries that have social, environmental and economic projects resulting from Technology Needs Assessments and Technology Action Plans, in relation to CTCN assistance  Number of technology-based projects funded through the Green Climate Funds, the Global Environment facility and other multilateral and bilateral donors, or from national sources of funding  Number of technology partnerships implemented or triggered through CTCN		<b>Targets for the year 2017 are:</b> 7 national policy documents 10 technology-based programme and initiatives 7 countries that have projects resulting from TNA/TAP 5 technology-based projects funded	Project evaluation report	The CTCN can help launch and implement technology projects but the actual draft and implementation of projects depend on the countries  The CTCN can help to prepare larger project but project funding depends on other donors.  Linkages and cooperation

	activities					modalities between the Financial and the Technology Mechanisms under the UNFCCC will be negotiated in 2015
Outputs	i) The improvement in the availability and accessibility of knowledge on climate technologies; the provision of knowledge support and technical assistance services to developing countries through the CTCN (response to requests);	Number of requests submitted to the CTCN	<b>In the reference year 2014:</b> 20 requests have been submitted to the CTCN,	<b>Intended value/target for 2016:</b> 45 requests have been submitted to the CTCN,	The CTCN can raise awareness on its activities and services but nomination of NDE and submission of requests, that are also eligible, depend on the countries	The CTCN can help to prepare larger project but project funding depends on other donors.
	ii) Implementation of incentive schemes for companies and entrepreneurs to engage in technology transfer to developing countries;	Number of requests that originated from TNA/TAP/Requests ideas	0 requests that originate from TNA process,	80 requests have been submitted to the CTCN,	10 requests that originate from TNA process,	Linkages and cooperation modalities between the Financial and the Technology Mechanisms under the UNFCCC will be negotiated in 2015.
	iii) Implementation of three technology partnerships to advance the dissemination of solutions in priority regions and technology areas.	Number of responses finalized by the CTCN to requests received	17 are eligible for CTCN assistance,	50 are eligible for CTCN assistance,	The CTCN can fasten its processes to implement assistance in countries but country planning and timeline depend on the country	Linkages and cooperation modalities between the Financial and the Technology Mechanisms under the UNFCCC will be negotiated in 2015.
		Number of response to requests implemented and concluded by the CTCN	4 responses finalized by the CTCN, and	30 responses finalized by the CTCN, and 15 response implementation concluded;	Linkages and cooperation modalities between the Financial and the Technology Mechanisms under the UNFCCC will be negotiated in 2015.	
		Number of NDEs trained from developed and developing countries	0 response implementation concluded;	5 activities or incentive mechanisms are developed by the CTCN to stimulate technology cooperation for private sector		
		Number of least developing countries and staff from NDE that received tailored training from the CTCN through the request incubator programme	2 expert dialogues organized to discuss technologies with various stakeholder including private actors	<b>Intended value/target for 2017:</b> 120 requests have been submitted to the CTCN,		
		Number of stakeholders that were trained by the CTCN through various capacity building activities		20 requests that originate from TNA	The CTCN can undertake activities and create	

		Number of activities implemented by the CTCN to stimulate technology cooperation for companies and entrepreneurs		process, 80 are eligible for CTCN assistance, 60 responses finalized by the CTCN, and 35 response implementation concluded; 7 activities or incentive mechanisms are developed by the CTCN to stimulate technology cooperation for private sector	incentives for technology stakeholders to collaborate but the success of the partnerships depend on the specific stakeholders	
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## **Annex to the CTCN+**

This Annex complements the CTCN+ action fiche approved by the European Commission and the EU Member States and sets the basis for the CTCN to develop a detailed project proposal that will be mutually agreed. On the one side, the detailed project proposal will incorporate the additional guidance provided by UNFCCC Parties and the Paris Agreement. On the other side, lessons learned from the CTCN operation and evaluation results will help to ensure the achievement of the specified objectives.

In short, once formally approved, the project will be starting with a 6 months inception phase (linked to an initial instalment of about EUR 1 million). During the inception phase, the implementation provisions will be focused on:

- i) Support for the implementation of Nationally Determined Contributions
- ii) Provision of technical assistance to develop bankable and transformational proposals to access private or public investment/financing for scalable mitigation and adaptation action, including but not exclusively through the GCF. A special attention will be given to developing markets at regional level with relevance towards EU industry.

Subsequent instalments will be linked to the successful approval of the detailed project proposal that will incorporate lessons learned from the CTCN operation and additional guidance provided by UNFCCC Parties and the Paris Agreement, but also from the above points i) and ii). The revised detailed project proposal and its corresponding budget will form the basis of an amendment to the contract to be signed by the Parties.

Parties to this agreement further agree to hold biannual face to face meetings (either back to back with the CTCN Advisory Board Meetings, or in Brussels) to discuss the project status, and agree on the necessary modifications to its activities. Modifications with no substantial impact on the objectives of the Action will be agreed in writing, signed by both parties and attached to the description of the action as an annex. They will not necessitate amending the contract and will be of immediate application, unless otherwise mentioned. Modifications which have an impact on the main objective of the Action will form the basis of a formal amendment to the contract



## **ANNEX II - General Conditions for PA Grant or Delegation Agreements**

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## **PART I: Common provisions applicable to PA Grant and Delegation Agreements**

### **Article 1: Definitions**

Action:	the cooperation programme or project partly or wholly financed by the EU, which is carried out by the Organisation as described in Annex I.
Contractor:	a natural or legal person with whom a Procurement Contract has been signed.
CFSP:	Common Foreign and Security Policy of the European Union.
Days:	all references to "days" are to calendar days.
End Date:	the date by which the Agreement ends, i.e. is the moment of the payment of the balance by the Contracting Authority in accordance with Article 19 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 20. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date is postponed until the completion of such procedure.
EU External Action:	Action financed under EDF, DCI, ENI, IPA II, INSC, IcSP, PI, EIDHR and their predecessors. All other Actions are Internal Policies.
Final Beneficiary:	a natural or legal person ultimately benefitting from the Action.
Force Majeure:	any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of its obligations under the Agreement, which may not be attributed to error or negligence on either part (or the part of the Grant Beneficiaries, Co-Delegates, Co-Beneficiaries, Affiliated Entities, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the defaulting Party.
Indicator:	the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure the achievement of the Results of an Action.
Internal Control System:	a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives: a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.
Outcome:	the likely or achieved short-term and medium-term effects of an Action's Outputs;
Output:	the products, capital goods and services which result from an Action's activities.
Procurement Contract:	a contract signed between the Organisation, a Co-Beneficiary, Co-Delegatee or an Affiliated Entity and a Contractor under which the Contractor provides services, supplies or works.
Result:	the Output or Outcome of an Action.
Regulations and Rules:	regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation.
Sound Financial Management:	principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including regarding internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

### **Definitions applicable to Delegation Agreements only**

Co-Delegatee:	an entity implementing part of the Action and being a party to the relevant Delegation Agreement together with the Organisation. The Co-Delegates together with the Organisation are referred to as "Delegates".
Early Detection and Exclusion System:	system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015) which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.
Grant:	a direct financial contribution by way of donation given by the Organisation or Co-Delegatee to finance third parties activities.
Grant Beneficiary:	a natural or legal person to whom a Grant has been awarded. Grant Beneficiaries can sub-grant and procure for the implementation of their activities.
Multi-donor Action:	an Action co-financed by the EU contribution (whether or not earmarked) and other donor(s).

### **Definitions applicable to PA Grant Agreements only**

Affiliated Entity:	an entity having a structural link with the Organisation or a Co-Beneficiary, in particular a legal or capital link, and implementing part of the Action.
Co-Beneficiary:	an entity implementing part of the Action and being a party to the Agreement together with the Organisation. The Organisation signs the Agreement also on behalf of the Co-Beneficiaries.

## **Article 2: General obligations**

### **Implementation of the Action**

- 2.1 The Organisation is responsible for the implementation of the Action described in Annex I of the Agreement, regardless whether the activities are carried out by the Organisation itself, an Affiliated Entity, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

### **Responsibility**

- 2.2 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due professional degree of care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds.
- 2.3 Under Delegation Agreements, the Organisation shall have full financial responsibility towards the Contracting Authority for all funds including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU is effectively carried out and implemented correctly. The Organisation shall inform the European Commission of irregularities and fraud detected in the management of EU funds and the measures taken. Where funds

have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs of the Action.

#### **Other obligations**

- 2.4 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.6, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.
- 2.5 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the pillar assessment undergone by the Organisation or (ii) those which may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement according to Article 13.3.
- 2.6 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.
- 2.7 Where the European Commission 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. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

### **Article 3: Obligations regarding information and reporting**

#### **General issues**

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of achievement of its Results (Outcomes or Outputs) as measured by corresponding Indicators. The report shall be laid out in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the Action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request – in addition to the final reports to be submitted under Article 3.8 - the final reports of the Action, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.

- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within 30 days of receipt of the request. The Organisation may submit a reasoned request to extend the 30-day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay on any circumstances likely to adversely affect the implementation and management of the Action or to delay or jeopardise the performance of the activities.

#### **Content of the reports**

- 3.7 The progress report(s) shall directly relate to this Agreement and shall at least include:
- a) summary and context of the Action;
  - b) actual Results: an updated table based on a logical framework matrix including reporting of Results achieved by the Action (Outcomes or Outputs) as measured by their corresponding Indicators, agreed baselines and targets, and relevant data sources;
  - c) activities carried out during the reporting period (i.e. directly related to the Action and described in this Agreement);
  - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
  - e) information on the implementation of the Visibility and Communication Plan (Annex VI) and any additional measures taken to identify the EU as source of financing;
  - f) information on the costs incurred as well as the legal commitments entered into by the Organisation during the reporting period;
  - g) a summary of controls carried out, if any under PA Grant Agreements, and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, analysis of their nature and extent as well as information on corrective measures taken or planned shall also be provided;
  - h) where applicable, a request for payment;
  - i) work plan and forecast budget for the next reporting period.
- 3.8 The final report shall cover the entire period of implementation and include:
- a) all the information requested in Article 3.7 a) to h);
  - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
  - c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
  - d) under a Delegation Agreement, the exact link to the webpage where, according to Article 21.1, information on Grant Beneficiaries and Contractors is available;
  - e) for EU External Actions and CFSP, if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 9;
  - f) in the case of Multi-donor Actions and where the EU contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the Contracting Authority have been covered by other donors' contributions.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions as from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions<sup>1</sup>. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by EU funds. Progress reports shall be submitted within 60 days after the period covered by such report. For EU External Actions and CFSP, the final report shall be submitted at the latest six months after the end of the Implementation Period. For Internal Policies, the final report shall be submitted at the latest three months after the end of the Implementation Period.

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<sup>1</sup> For EU External Actions and CFSP, by default, the reporting period is every 12 months as from the commencement of the Implementation Period.

## **Management declaration and audit or control opinion under Delegation Agreements**

### **Management declaration**

- 3.10 Every progress or final report shall be accompanied by a management declaration in accordance with the template of Annex VII, unless, in the fields of EU External Actions and CFSP, Article 1.5 of the Special Conditions states that an annual management declaration shall be sent to the European Commission headquarters, separately from the reports provided under this Agreement.

### **Audit or control opinion for non-international organisations**

- 3.11 In case the Organisation is not an international organisation, an audit or control opinion shall be provided in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.12 Such audit or control opinion shall be provided up to 1 month following the management declaration sent with every progress or final report, unless, in the field of EU External Actions, Article 1.5 of the Special Conditions states that the management declaration and the audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

### **Currency for reporting**

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

### **Failure to comply with reporting obligations**

- 3.15 If the Organisation is unable to present a progress or final report and the accompanying documents by the end of the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons, and shall provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 13, refuse to pay any outstanding amount and recover any amount unduly paid.

## **Article 4: Liability towards third parties**

- 4.1 The European Commission shall not 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 European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not under any circumstances or for any reason whatsoever be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.



## **Article 5: Conflict of interests**

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 There is a conflict of interests where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

## **Article 6: Confidentiality**

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding upon the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put into jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors or the Final Beneficiaries of the Action.
- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees to release the other Party from the earlier confidentiality obligations; or
  - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
  - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five years after the End Date of the Agreement or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority and shall maintain the same level of confidentiality.

## **Article 7: Data Protection**

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Regulations and Rules.

## **Article 8: Communication and visibility**

- 8.1 The Organisation shall implement the Communication and Visibility Plan detailed in Annex VI.
- 8.2 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as 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 the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was 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." In the case of EU External Actions and CFSP such measures shall be carried out in accordance with the Communication and Visibility Manual<sup>2</sup> published by the European Commission or with any other guidelines agreed between the European Commission and the Organisation.
- 8.3 If during the implementation of the Action, equipment, vehicles or major supplies are purchased using EU funds, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or

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<sup>2</sup> Communication and Visibility Manual for EU External Actions, available at:  
[https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en)

major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.

- 8.4 In the case of EU External Actions and CFSP, if in application of Article 9.5, the equipment, vehicles or remaining major supplies purchased using EU funds have not been transferred to the local authorities, local Co-Beneficiaries, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply between submission of the final report and the end of the Action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 9.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 8.5 Unless otherwise provided in the Special Conditions if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU contribution.
- 8.6 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions, as and when they are issued.
- 8.7 The Parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

#### **Article 9: Right to use results and transfer of equipment**

##### **Right to use**

- 9.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.
- 9.2 Where the results mentioned in Article 9.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall accordingly inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority).

##### **Transfer (EU External Actions and CFSP only)**

- 9.3 In the field of EU External Actions and CFSP, the equipment, vehicles and remaining major supplies purchased with the EU contribution in the framework of the Action shall be transferred to or remain with local authorities, local Co-Beneficiaries, local Grant Beneficiaries or to the Final Beneficiaries, at the latest when submitting the final report.
- 9.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.
- 9.5 By way of derogation from Article 9.3, the equipment, vehicles and remaining major supplies purchased with the EU contribution in the framework of Actions which continue after the end of the Implementation Period may be transferred at the end of the Action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 9.6 In the event that there are no local authorities, local Co-Beneficiaries, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be

transferred, the Organisation may transfer them to another Action funded by the EU or, exceptionally, retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due time and at the latest with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

#### **Article 10: Evaluation and monitoring of the Action**

- 10.1 The Organisation shall invite representatives of the Contracting Authority and the European Commission to participate at their own costs in the main monitoring and evaluation missions relating to the performance of the Action. The Organisation shall report the results of such missions to the European Commission.
- 10.2 Article 10.1 is without prejudice to any evaluation or monitoring mission which the European Commission as a donor, or the Contracting Authority at their own costs, may wish to perform. Evaluation and monitoring missions by representatives of the European Commission or Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or the Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make the draft report of the evaluation or monitoring mission available to the Organisation for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final report to the Organisation once issued.

#### **Article 11: Amendment to the Agreement**

- 11.1 Any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment 30 days before the amendment is intended to enter into force and no later than 30 days before the End Date, unless there are special circumstances duly substantiated by it and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than 30 days after the date when the amendment request was received.
- 11.3 By derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action, such as its objectives, strategy and priority areas, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report. The Organisation may also unilaterally change the Indicators and their related targets, baselines and sources of verification described in the logical framework if the change does not affect the main purpose of the Action.
- 11.4 The method described in Article 11.3 shall not be used to amend the contingency reserve, nor the rate for remuneration/indirect costs or the amounts or rates of simplified cost options. Under a PA Grant Agreement, amendments shall not have the purpose or the effect of making such changes to the Agreement as would call into question the award decision or, where applicable, be contrary to the equal treatment of applicants.
- 11.5 Annex VI may be changed by the Organisation in agreement with the European Commission, without the need for a formal addendum to the Agreement.
- 11.6 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

## **Article 12: Suspension**

### **Suspension of the time limit for payment**

- 12.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
- a) the amount is not due; or
  - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubt about compliance by the Organisation with its obligations in the implementation of the Action; or
  - c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported costs; or
  - d) under a Delegation Agreement, credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.
- 12.2 In the situations listed in Article 12.1 the Contracting Authority shall notify to the Organisation as soon as possible and in any case within 30 days from the date on which the payment request was received the reasons for the suspension, specifying, where applicable, the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

### **Suspension of the Agreement by the Contracting Authority**

- 12.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:
- a) the Contracting Authority has proof that substantial errors, irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its pillar assessment or in the implementation of the Action;
  - b) under a Delegation Agreement, the Contracting Authority has proof that systemic errors have occurred which call into question the reliability of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
  - c) the Contracting Authority has proof that the Organisation has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other agreements funded by EU funds provided that those errors, irregularities, fraud or breach of obligations have a material impact on this Agreement.
- 12.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within 10 days from the receipt of the notification. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or part of the implementation of this Agreement serving 7 days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation which is not suspended. Any expenditure or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed or covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with

the Organisation, resume implementation of the Agreement. In the latter case the Parties will amend the Agreement where necessary.

#### **Suspension for exceptional circumstances**

- 12.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional or unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 12.6 The Contracting Authority may also notify to the Organisation the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
- a) when a relevant EU Decision identifying a violation of human rights has been adopted;
  - b) in cases such as crisis entailing a change of EU policy.
- 12.7 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 or exceptional circumstances as set forth under Articles 12.5 and 12.6 provided it takes any measure to minimise any possible damage.
- 12.8 In the situations listed in Articles 12.5 and 12.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period and, for Delegation Agreements, the contracting deadline, or to the termination of the Agreement in accordance with Article 13.3. In case of suspension due to Force Majeure or if the Action is a Multi-donor Action, the contracting deadline under Delegation Agreements and the Implementation Period are automatically extended by an amount of time equivalent to the duration of the suspension.

#### **Article 13: Termination**

- 13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:
- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
  - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU contribution or provides reports that do not reflect reality to obtain or keep the EU contribution without cause;
  - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
  - d) is guilty of grave professional misconduct proven by any justified means;
  - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
  - f) fails to comply with the reporting obligations in accordance with Article 3.15;
  - g) has committed any of the failings described in Article 12.3 on the basis of proof in the possession of the Contracting Authority.
- 13.2 Before terminating the Agreement in accordance with Article 13.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within 30 days from the receipt of the notification. During this period and until the termination takes effect, the Contracting Authority may suspend the time limit for any payment in accordance with Article 12.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority

decides to pursue the termination, the Contracting Authority may terminate the Agreement serving 7 days' prior notice. During that period the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 20 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

- 13.3 If, at any time, either Party believes that the purpose of the 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 the Agreement by serving 60 days written notice. In this case, the final amount shall cover:
- a) payment only for the part of the Action carried out up to the date of termination;
  - b) in the situations described in Articles 12.5 and 12.6, the unavoidable residual expenditures incurred during the notice period; and,
  - c) in the situations described in Articles 12.5 and 12.6 under a Delegation Agreement reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 15.

- 13.4 In the event of termination, a final report and a request for payment of the balance have to be submitted according to Articles 3.8, 3.9 and 19. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

#### **Article 14: Applicable law and settlement of disputes**

- 14.1 The Parties shall endeavour to amicably settle any dispute or complaint relating to the interpretation, application or validity of the Agreement, including its existence, or termination.
- 14.2 Where the Organisation is not an international organisation and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented if necessary by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).
- 14.3 Where the Organisation is not an international organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European Commission. If no settlement is reached within 120 days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.
- 14.4 Where the Organisation is an international organisation:
- a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
  - b) in the absence of amicable settlement in accordance with Article 14.1 above, any dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take

place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

#### **Article 15: Recovery**

- 15.1 Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay to the Contracting Authority the amount due.
- 15.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within 30 days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.
- 15.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:
- a) by offsetting it against any amounts owed to the Organisation by the EU;
  - b) by taking legal action in accordance with Article 14;
  - c) in exceptional circumstances, justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.
- 15.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 19.5(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.
- 15.5 Bank charges incurred from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.
- 15.6 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.
- 15.7 Where the Contracting Authority is the European Commission, it may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

#### **Article 16: Accounts and archiving**

##### **Accounting**

- 16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. The accounting Regulations and Rules of the Organisation shall apply, provided that these Regulations and Rules conform to internationally accepted standards. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of the Organisation.

##### **Archiving**

- 16.2 For a period of five years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement

and to any Procurement Contracts, Grant agreements and financial support to third parties concluded under this Agreement.

#### **Article 17: Access and financial checks**

- 17.1 The Organisation shall allow the European Commission and the European Court of Auditors, or any authorised representatives to conduct desk reviews and on-the-spot checks on the use made of the EU contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 17.2 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 17.3 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 17.4 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information which the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.
- 17.5 Where applicable, the desk reviews, investigations and on-the-spot checks referred to in Article 17.1 to 17.4 shall refer to a verification which shall be performed in accordance with the verification clauses agreed between the Organisation and the Commission. This is without prejudice to any cooperation agreement between OLAF and the Organisation's anti-fraud bodies.
- 17.6 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

#### **Article 18: Eligibility of costs**

- 18.1 The eligible direct costs of the Action are costs that meet all the following criteria:
- a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
  - b) they are incurred in accordance with the provisions of this Agreement.
  - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 18.5;
  - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;



- e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
  - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
  - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I;
  - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.
- 18.2 The following costs may not be considered eligible direct costs but may be charged as part of the remuneration/indirect costs: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 18.3 The remuneration/indirect costs shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration/indirect costs do not need to be supported by accounting documents. For Multi-donor and comparable Actions, the remuneration/indirect costs shall not be higher than that charged by the Organisation to comparable contributions.
- 18.4 The following costs are ineligible for Union financing:
- a. bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Organisation may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;
  - b. full-purchase cost of equipment and assets unless, for EU External Actions and CFSP, the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 9;
  - c. duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
  - d. return of capital;
  - e. debts and debt service charges;
  - f. provision for losses, debts or potential future liabilities;
  - g. banking charges for the transfers from the Contracting Authority;
  - h. costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 12.8;
  - i. costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
  - j. contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as direct eligible cost if it complies with the conditions set out in Article 18.1;
  - k. costs of purchase of land or buildings, unless otherwise provided in the Special Conditions;
  - l. for PA Grants: Salary costs of the personnel of national administrations, except if stated in the Special Conditions and if they relate to activities which the relevant public authority would not carry out if the Action were not undertaken.

#### **Simplified cost options**

- 18.5 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing. The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 18.1, 18.2 and 18.4, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall ensure reasonably that no profit is generated. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices or on external information where available and appropriate.

- 18.6 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the agreed method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 18.7 For staff costs, the unit cost (the hourly, daily or half-daily rate) is calculated using the number of annual productive units (respectively productive hours, days or half-days).
- a) For the number of annual productive units, the Organisation may choose one of the following:
- i) 1720 hours or 215 days or 430 half-days for persons working full time (or corresponding pro-rata for persons not working full time);
  - ii) the total number of hours or days or half-days worked by the person in the year for the Organisation, defined as the annual workable hours or days or half-days of the person (according to the employment contract, applicable labour agreement or national law) plus overtime worked minus absences (such as sick leave and special leave);
  - iii) the standard number of annual hours or days or half-days generally applied by the Organisation for its staff in accordance with its usual cost accounting practices. This number must be at least 90% of the standard annual workable hours or days or half-days.
- For the purposes of points (ii) and (iii), the annual workable hours or days or half-days mean the period during which the staff must be working, at the Organisation's disposal and carrying out his/her activity or duties under the employment contract, applicable collective labour agreement or national working time legislation;
- b) The number of actual units (hours or days or half-days) declared by the Organisation shall be necessary for the implementation of the Action and shall be identifiable and verifiable.
- 18.8 The total amount declared on the basis of simplified cost options may not exceed EUR 60.000, unless otherwise provided for in the Special Conditions. The ceiling of EUR 60.000 does not apply to staff costs determined on the basis of the usual accounting practices of the Organisation as referred to in Article 18.7, nor to the costs of project offices where declared using a simplified allocation method as set out in the Special Conditions.
- 18.9 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.
- 18.10 Upon request of the Organisation, the European Commission may validate ex-ante the compliance of the methods used for determining the unit costs, lump sums or flat-rates or of the usual costs accounting practices. In such case, costs declared in compliance with those methods and accounting practices will not be challenged by ex post controls if the Organisation did not conceal any information for the purpose of their approval.

#### **Article 19: Payments**

- 19.1 Payment procedures shall be as follows:
- a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within 30 days of receiving this Agreement signed by both Parties;
  - b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
    - i) the reporting period is intended as a twelve-month period unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to 18 months, the reporting period shall cover it entirely;
    - ii) if at the end of the reporting period less than 70% of the immediate preceding payment (and 100% of previous payments, if any) has been subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the



- 20.1 The Contracting Authority shall determine the final amount of the EU contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
- a) to be paid to the Organisation in accordance with Article 19 where the final amount of the EU contribution is higher than the total amount already paid to the Organisation; or
  - b) to be recovered from the Organisation in accordance with Article 15 where the final amount of the EU contribution is lower than the total amount already paid to the Organisation.
- 20.2 Without prejudice to Article 23 the final amount shall be the lower of the following amounts:
- a) the maximum EU Contribution referred to in Article 3.1 (for Delegation Agreements) and Article 3.2 (for PA Grant Agreements) of the Special Conditions in terms of absolute value;
  - b) the amount obtained after reduction of the EU contribution in accordance with Article 20.3;
  - c) for PA Grant Agreements only, the amount obtained by applying the percentage laid down in Article 3.2 of the Special Conditions to the eligible costs of the Action approved by the Contracting Authority.
- 20.3 Where the Action is not implemented, is not implemented in line with the Agreement, is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

## **Part II: Additional Provisions applicable only to Delegation Agreements**

### **Article 21: Ex-post publication of information on Contractors and Grant Beneficiaries**

- 21.1 The Organisation shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 and all Grants financed by the EU: title of the contract/project, nature and purpose of the contract/project, name and locality of the Contractor or Grant Beneficiary and amount of the contract/project. The term "locality" shall mean the address for legal persons and the Region on NUTS<sup>3</sup> 2 level, or equivalent, for natural persons. This information shall not be published for scholarships paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance of the requirements of confidentiality security and in particular the protection of personal data. The publication shall be waived, if such disclosure risks threatening rights and freedoms as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Contractors or Grant Beneficiaries.
- 21.2 The Organisation shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 21.3 In the field of EU External Actions, where the Action is a Multi-donor Action and the EU contribution is not earmarked, the publication of information on Contractors and Grant Beneficiaries shall follow the rules of the Organisation.

### **Article 22: Contracting and Early Detection and Exclusion System**

#### **Contracting**

- 22.1 The Procurement Contracts and Grant contracts implementing the EU contribution shall be signed by the contracting deadline set out in Article 2.4 of the Special Conditions. After the contracting deadline, only contracts following early termination of an existing contract, addenda to existing contracts and contracts concerning final audits and evaluation may be signed.
- 22.2 Unless otherwise provided for in the Special Conditions, 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. However, and in any event, goods,

<sup>3</sup> Nomenclature of Territorial Units for Statistics, available at: <http://ec.europa.eu/eurostat/ramon>.

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

- 22.3 The Organisation shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a Procurement Contract or Grant financed by EU funds, if the Organisation becomes aware that these entities:
- a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;
  - b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the EU's financial interest;
  - c) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information.

#### **Early Detection and Exclusion System**

- 22.4 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has found that a third party is in one of the situations referred to in Article 22.3 (a) and (b) or if it has detected a fraud and/or an irregularity according to Article 2.2. The European Commission will introduce this information in the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 22.5 Without prejudice to the power of the European Commission to exclude an entity from future procurement contracts and grants financed by the EU, the Organisation may impose financial penalties on Contractors and Grant Beneficiaries according to its own Regulations and Rules ensuring, where applicable, the right of defence of the Contractor or Grant Beneficiary.
- 22.6 The Organisation may take into account, as appropriate and on its own responsibility the information contained in the Early Detection and Exclusion System, when implementing EU funds. Access to the information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions<sup>4</sup>.

### **PART III: Additional provisions applicable only to PA Grants**

#### **Article 23: No Profit**

- 23.1 The EU contribution may not produce a profit in the framework of the Action, unless specified otherwise in Article 7 of the Special Conditions. Profit is defined as a surplus of the receipts over the eligible costs approved by the Contracting Authority when the request for payment of the balance is made.
- 23.2 The receipts to be taken into account are the consolidated receipts on the date on which the payment request for the balance is made by the Organisation that fall within one of the two following categories:
- a) income generated by the Action, unless otherwise specified in the Special Conditions;

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<sup>4</sup> The Organisation shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when the Organisation certifies to the Contracting Authority service responsible that it applies the adequate data protection measures as provided in the Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.1.2001, p. 1).

b) financial contributions specifically assigned by the donors to the financing of the same eligible costs financed by the Agreement and declared by the Organisation as actual costs under the Agreement. Any financial contribution that may be used by the Organisation to cover costs other than those eligible under this Agreement or that are not due to the donor where unused at the end of the Action are not to be considered as a receipt to be taken into account for the purpose of verifying whether the EU contribution produces a profit in the framework of the Action.

- 23.3 Where the final amount of the EU contribution determined in accordance with the Agreement would result in a profit, it shall be reduced by the percentage of the profit corresponding to the final EU contribution to the eligible costs actually incurred approved by the Contracting Authority.
- 23.4 The provisions in Articles 23.1 to 23.3 shall not apply to:
- a) Actions the objective of which is the reinforcement of the financial capacity of the Organisation if specified in Article 7 of the Special Conditions;
  - b) Actions which generate an income to ensure their continuity beyond the end of this Agreement, if specified in Article 7 of the Special Conditions;
  - c) EU contributions of EUR 60.000 or less.

#### **Article 24: Contracting**

- 24.1 Where the implementation of the Action requires the procurement of goods, works or services, the Organisation shall award the Procurement Contracts to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it shall avoid any conflict of interests. Where the procurement rules and procedures of the Organisation have been positively assessed by the European Commission, Procurement Contracts awarded in line with the assessed rules and procedures are deemed compliant with the aforementioned principles.
- 24.2 In the field of EU External Actions: where the Organisation or another donor provides co-financing other than in-kind contributions to the Action, 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 Regulations and Rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.

Annex III UNEP Budget Categories : EURO	Budget by Project Output*										Budget by calendar year**							Total	Total (USD)																							
	Capacity building	Capacity building (USD)	Requests	Requests (USD)	Partnerships	Partnerships (USD)	Private Sector Engagement	Private Sector Engagement (USD)	Total	Year 1 (Inception 6M)	Year 1 (USD)	Year 2	Year 2 (USD)	Year 3	Year 3 (USD)	Year 4	Year 4 (USD)			Final (after reporting)	Final (USD)																					
10 PERSONNEL COMPONENT																																										
1100 Project personnel																																										
1101	Capacity building and Knowledge Manager (P4)	339,002	370,259	-	-	-	-	339,002	370,259	678,003	96,858	105,789	193,715	211,576	193,715	211,576	193,715	211,576	-	678,003	740,517																					
1102	Climate Technology Manager (P4)	-	-	339,002	370,259	339,002	370,259	339,002	370,259	678,003	96,858	105,789	193,715	211,576	193,715	211,576	193,715	211,576	-	678,003	740,517																					
1199	Sub-total	339,002	370,259	339,002	370,259	339,002	370,259	339,002	370,259	1,356,006	193,716	211,577	387,430	423,153	387,430	423,153	387,430	423,153	-	1,356,006	1,481,035																					
1200 Consultants																																										
1201	Consultants	10,000	10,922	18,000	19,660	18,000	19,660	10,000	10,922	56,000	-	-	30,000	32,766	15,000	16,383	11,000	12,014	-	56,000	61,163																					
1299	Sub-total	10,000	10,922	18,000	19,660	18,000	19,660	10,000	10,922	56,000	-	-	30,000	32,766	15,000	16,383	11,000	12,014	-	56,000	61,163																					
1300 Administrative support																																										
1301	Administrative (GS)	50,456	55,108	75,684	82,662	75,684	82,662	50,456	55,108	252,280	36,040	39,363	72,080	78,726	72,080	78,726	72,080	78,726	-	252,280	275,541																					
1399	Sub-total	50,456	55,108	75,684	82,662	75,684	82,662	50,456	55,108	252,280	36,040	39,363	72,080	78,726	72,080	78,726	72,080	78,726	-	252,280	275,541																					
1600 Travel on official business																																										
1601	12 mission/year	20,000	21,844	25,000	27,305	25,000	27,305	20,000	21,844	90,000	10,000	10,922	30,000	32,766	25,000	27,305	15,000	16,383	10,000	10,922	98,298																					
1699	Sub-total	20,000	21,844	25,000	27,305	25,000	27,305	20,000	21,844	90,000	10,000	10,922	30,000	32,766	25,000	27,305	15,000	16,383	10,000	10,922	98,298																					
20 SUB-CONTRACT COMPONENT																																										
2200	Sub-contracts (GSFAs/PCAs)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-																					
2201	Sub-contracts with technology centres/organisations	840,000	917,451	1,450,000	1,583,696	1,450,000	1,583,696	840,000	917,451	4,580,000	640,000	699,010	1,650,000	1,802,136	1,460,000	1,594,618	615,000	671,705	215,000	234,824	4,580,000																					
2299	Sub-total	840,000	917,451	1,450,000	1,583,696	1,450,000	1,583,696	840,000	917,451	4,580,000	640,000	699,010	1,650,000	1,802,136	1,460,000	1,594,618	615,000	671,705	215,000	234,824	4,580,000																					
2999	Component total	840,000	917,451	1,450,000	1,583,696	1,450,000	1,583,696	840,000	917,451	4,580,000	640,000	699,010	1,650,000	1,802,136	1,460,000	1,594,618	615,000	671,705	215,000	234,824	4,580,000																					
30 TRAINING COMPONENT																																										
3300	Meetings/Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-																					
3301	Travel for participants	15,000	16,383	20,000	21,844	20,000	21,844	15,000	16,383	70,000	-	-	40,000	43,688	25,000	27,305	4,303	4,700	697	761	70,000																					
3399	Sub-total	15,000	16,383	20,000	21,844	20,000	21,844	15,000	16,383	70,000	-	-	40,000	43,688	25,000	27,305	4,303	4,700	697	761	70,000																					
3999	Component total	15,000	16,383	20,000	21,844	20,000	21,844	15,000	16,383	70,000	-	-	40,000	43,688	25,000	27,305	4,303	4,700	697	761	70,000																					
50 MISCELLANEOUS COMPONENT																																										
5300	Communications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-																					
5301	Communications	8,954	9,780	9,931	10,847	9,931	10,847	8,954	9,780	37,770	8,094	8,840	10,116	11,049	13,154	14,367	5,000	5,461	1,406	1,536	41,253																					
5399	Sub-total	8,954	9,780	9,931	10,847	9,931	10,847	8,954	9,780	37,770	8,094	8,840	10,116	11,049	13,154	14,367	5,000	5,461	1,406	1,536	41,253																					
5500	Evaluation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-																					
5501	Evaluation	25,000	27,305	25,000	27,305	25,000	27,305	25,000	27,305	100,000	-	-	-	-	-	-	-	-	100,000	109,220	109,220																					
5599	Sub-total	25,000	27,305	25,000	27,305	25,000	27,305	25,000	27,305	100,000	-	-	-	-	-	-	-	-	100,000	109,220	109,220																					
5999	Component total	33,954	37,085	34,931	38,152	34,931	38,152	33,954	37,085	137,770	8,094	8,840	10,116	11,049	13,154	14,367	5,000	5,461	101,406	110,756	137,770																					
Sub-total																						1,308,411.50	1,429,052.08	1,962,616.50	2,143,577.30	1,962,616.50	2,143,577.30	1,308,411.50	1,429,052.08	6,542,056	887,850	969,713	2,219,626	2,424,284	1,997,664	2,181,856	1,109,813	1,212,142	327,103	357,263	7,145,259	
PSC 7.00%																						91,589	100,034	137,383	150,050	137,383.20	150,050.46	91,588.80	100,033.64	457,944	62,150	67,880	155,374	169,700	139,836	152,729	77,687	84,850	22,898.00	25,009.28	457,944	500,169
99 GRAND TOTAL																						1,400,000	1,529,086	2,100,000	2,293,628	2,100,000	2,293,628	1,400,000	1,529,086	7,000,000	950,000	1,037,593	2,375,000	2,593,984	2,137,500	2,334,586	1,187,500	1,296,992	350,001	382,272	7,000,000	7,645,427
Interest earned by the Organisation on funds received from the Contracting Authority shall be identified as such, assigned to the Action and reflected in reports to the Contracting Authority.*																																										
Note: * Must match project delivery plan																																										







## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### BANKING DETAILS ①

ACCOUNT NAME ②	<input type="text"/>		
IBAN/ACCOUNT NUMBER ③	<input type="text"/>		
CURRENCY	<input type="text"/>		
BIC/SWIFT CODE	<input type="text"/>	BRANCH CODE ④	<input type="text"/>
BANK NAME	<input type="text"/>		
<b>ADDRESS OF BANK BRANCH</b>			
STREET & NUMBER	<input type="text"/>		
TOWN/CITY	<input type="text"/>	POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>		

### ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	<input type="text"/>		
STREET & NUMBER	<input type="text"/>		
TOWN/CITY	<input type="text"/>	POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>		

REMARK	<input type="text"/>
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BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory)
<input type="text"/>	<input type="text"/>
	SIGNATURE OF ACCOUNT HOLDER (Obligatory)
	<input type="text"/>

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



## ANNEX V

### Request for payment for PAGODA

Date of the request for payment <.....>

For the attention of

<Address of the Contracting Authority>

<Financial unit indicated in the Agreement><sup>1</sup>

Reference number of the Agreement: ...

Title of the Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of pre-financing/interim payment/balance<sup>2</sup> under the Agreement mentioned above.

The amount requested is [in accordance with Article 4 of the Special Conditions of the Agreement/the following: ...]<sup>3</sup>

Please find attached the following supporting documents:

- narrative and financial progress report (for pre-financing / interim payments )
- final narrative and financial report (for payment of the balance)<sup>4</sup>

The payment should be made to the following bank account:...<sup>5</sup>

Please when making the payment indicate the following communication: ...

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully,

<signature>

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<sup>1</sup> If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Agreement.

<sup>2</sup> Delete the options which do not apply.

<sup>3</sup> Delete the option which does not apply.

<sup>4</sup> Delete the items which do not apply.

<sup>5</sup> 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 model.

N.B.: Instalments of pre-financing, interim payments and final payments shall be made upon approval of the payment request accompanied by a progress or final report (see Articles 19 and 26 of the General Conditions of Agreement).



## COMMUNICATION AND VISIBILITY PLAN

A - Objectives

B- Communication Activities

C- Resources

### A- Objectives

#### **1. Overall communication objectives**

The Climate Technology Centre and Network (CTCN) aims to stimulate technology cooperation and enhance the development and transfer of technologies to developing country parties at their request. Successful communications are vital to achieving the CTCN's mission, in terms of:

- Ensuring the coordination and active contributions of the CTCN's many dispersed internal stakeholders;
- Generating awareness and use of CTCN services among external audiences;
- Fostering a vibrant network for capacity building, information sharing, and collaboration between academic, non-governmental, private sector, public and research institutions engaged in the climate technology sphere;
- Soliciting feedback and generating support for continued improvement and sustainability of the CTCN service offering.

The communications strategy must consider the role of both external and internal communications in achieving the CTCN's overall objectives. External communication is concerned with the messages directed to outside audiences, with a goal of increasing visibility, enhancing reputation, and influencing perception. Internal communication is concerned with creating and promoting a positive, coordinated workforce.

#### Communication objectives: External

- Generate awareness and use of CTCN services;
- Increase membership of relevant organizations in the Network;
- Encourage external audiences to engage in a two way communication about CTCN in order to improve execution of CTCN services;
- Demonstrate value for money to current and potential funders.

#### Communication objectives: Internal

- Keep Advisory Board and organizational leadership informed and invested in CTCN's progress;
- Promote effective and clear lines of communication among CTCN and partner organization staff;
- Encourage the active engagement of communications focal points and partners in promotion of the CTCN with consistent, tailored messaging; and
- Solicit content inputs and communications feedback from communications focal points and partners.

#### **2. Target groups**

Determining the target audiences is one of the most important aspects of the communications strategy as it will dictate how communications tactics and resources are directed.

Stakeholder	Description	Desired Outcome
<b>EXTERNAL</b>		

Donors	1) Existing donors 2) Potential bilateral, multilateral and private donors	1) Donor perception of value for money & adequate visibility; continued support 2) Interest in supporting CTCN
NDE Constituencies	1) Academic, NGO, Private Sector, Public Sector (Local/Natl.)	1) Awareness of & interest in CTCN services; Request submission via NDE
Media	1) Environmental reporters, desk reporters, news agencies such as AFP, Reuters etc. 2) DCPI, UNEP Regional Information Officers, UNIDO, CTCN consortium partners	1) Reporting on CTCN (feature articles) 2) Media cultivation on behalf of CTCN and CTCN release dissemination
Network members	1) Academic, NGO, multilateral, private sector entities	1) Deployment of climate technology knowledge transfer to developing countries via events, KMS, technical assistance; Satisfaction w/ CTC Network; Promotion of CTCN
Potential Network members	1) Academic, NGO, multilateral, private sector entities	1) Submission of CTCN application & active engagement

Stakeholder	Description	Desired Outcome
<b>INTERNAL</b>		
<b>Advisory Board</b>	1) Representing 8 Annex I countries; 8 non-Annex I countries; TEC; Green Climate Fund Board; Adaptation Comm.; Standing Committee; ENGO; BINGO; RINGO; and CTCN Director	1) Maintain support for CTCN; Provide guidance; Serve as CTCN champion
<b>Consortium Members</b>	1) Management focal points 2) Communications focal pts.	1) Meet CTCN commitments 2) Actively promote CTCN w/ consistent messaging; Provide content & feedback for CTCN use
<b>National Designated Entities</b>	1) Primary focus on developing country NDEs	1) Actively generate CTCN awareness and promote use of services; Facilitate request process; Provide feedback to CTCN
<b>UNEP</b>	1) Leadership 2) Program 3) Communications 4) Regional offices	1) Demonstrate support for CTCN & create enabling environment 2) Gain awareness & promote CTCN to external partners 3) Distribute CTCN content through UNEP comms

		vehicles; Inform of relevant promotional opportunities;
		4) Distribute CTCN content; promote CTCN; inform of relevant promotional opps
UNFCCC	1) Leadership 2) Program (incl the TEC) 3) Communications	1) Demonstrate support for CTCN & create enabling environment 2) Gain awareness & promote CTCN to external partners 3) Distribute CTCN content through UNFCCC comms vehicles; Inform of relevant promotional opportunities
UNIDO	1) Leadership 2) Program 3) Communications 4) Country offices	1) Demonstrate support for CTCN & create enabling environment 2) Gain awareness & promote CTCN to external partners 3) Distribute CTCN content through UNIDO comms vehicles; Inform of relevant promotional opportunities; 4) Distribute CTCN content; promote CTCN; inform of relevant promotional opps

### 3. Specific objectives for each target group, related to the action's objectives and the phases of the project cycle

#### 1) External Communication

**Objective 1:** Generate awareness and use of CTCN services

**Strategy** Because of the varying stakeholder groups involved, as well as their geographic and linguistic diversity, it is important to develop specific types of messaging and materials for each group's current and potential members. Tailored promotional materials (brochures, presentations, videos, visual displays) should be developed in key languages, starting with English, French and Spanish, and distributed to core CTCN offices (Consortium partners, UNEP/UNIDO regional offices, etc.). Useful examples of CTCN activities will be collected to illustrate the benefits of CTCN services, as well as lessons learned. A social media strategy will continue to be implemented to reach untapped audiences and further engage those already aware of the CTCN. CTCN participation in relevant adaptation and mitigation events will be planned and prioritized with a focus on presentation, exhibit and sponsorship opportunities. The CTCN public website should provide engaging and up to date content to keep audiences informed and demonstrate the CTCN's the usefulness of its activities.

**Objective 2:** Increase membership of relevant organizations in the Network, and engage existing members in CTCN activities

**Strategy** Engage existing Network members in a meaningful dialogue to gain an understanding of ways they wish to contribute to the Network and what they hope to get out of their participation with the CTCN. Map their expertise, location and interests in order to determine how to best involve Network members. Provide Network members with outreach materials and

ask them to promote CTCN membership among their contacts and networks. Ask members to consider opportunities for CTCN co-promotion, presentation, and social media and web outreach.

**Objective 3:** Encourage external audiences to engage in a two way communication about the CTCN in order to improve execution of CTCN services

**Strategy Encouraging** external audiences to participate in a two way communication with the CTCN will improve the execution of knowledge transfer and CTCN development. The CTCN KMS will provide spaces for collaboration and document sharing. CTCN events will provide additional opportunities for exchange as will targeted communications and surveys. It is equally important to present the CTCN as a responsive, collaborative initiative that is interested in the views of its partners and members.

**Objective 4:** Demonstrate value for money to current and potential funders

**Strategy** It is important to keep donors feel informed and involved so that they understand how their investment is being utilized and are encouraged to provide continued support. In addition to formal donor reporting requirements, the CTCN should provide more informal, regularly scheduled updates to current donors, as well as to generate earned media and social media to demonstrate the CTCN's accomplishments.

## **2) Internal Communication**

**Objective 1:** Keep Advisory Board and organizational leadership informed and invested in CTCN's progress

**Strategy:** Communicate progress and challenges transparently and on a regularly defined basis to CTCN Advisory Board and UNEP/UNFCCC/UNIDO leadership, creating opportunities for open dialogue via email and in-person meetings. Encourage CTCN leaders to actively promote the CTCN by providing them with the resources they need. Ensure that Leadership feel confident about CTCN management by providing regularly scheduled communications.

**Objective 2:** Promote effective and clear lines of communication among CTCN Secretariat and consortium partner organization staff

**Strategy:** Conduct weekly Secretariat team calls for coordination of work and lengthier strategic meetings once a year for analysis, brainstorming and planning. Further define how to keep Consortium members up to date and engaged. Map relevant UNEP/UNIDO/UNFCCC projects, programs and offices and conduct outreach with selected staff, asking them to consider opportunities (events, trainings) for cross-promotion with relevant audiences. The CTCN KMS intranet will provide knowledge management functions such as events, contacts, newsletter and document management.

**Objective 3:** Encourage the active engagement of communications focal points and partners in promotion of the CTCN with consistent, tailored messaging

**Strategy:** Identify key communication focal points among Consortium members and within UNEP/UNFCCC/UNIDO headquarters, regional and country offices. Introduce CTCN and request their participation in promotion of its services via their existing communications vehicles. Provide communications focal points with necessary communications materials (both electronic and hard copies). Ensure up to date CTCN presence on UNEP/UNIDO/UNFCCC websites with links to the CTCN. Include specific communications responsibilities within the Consortium partner framework agreements, including:

- commitments to provide CTCN logos/link on Consortium websites;



- make reference to CTCN in presentations at major forums; and
- host CTCN promotional events.

**Objective 4:** Solicit content inputs and communications feedback from communications focal points and partners

**Strategy:** As part of Consortium partner agreements, ask communication focal points to submit events and news content relevant to CTCN for use on the KMS and to cross-post relevant social media updates for broader promotion. Include communications focal points in a monthly update with specific communications highlights and requests.

## **B- Communication Activities**

### **4. Main activities that will take place during the period covered by the communication and visibility plan**

#### **1. WEBSITE**

The CTCN external-facing site is the central location for external audiences to access information and updates on CTCN services. Users are able to find information on the CTCN's mission, structure, history, Consortium members, NDEs, Network members, and detailed information on CTCN's technical assistance services, including data on current and past assistance provided. In addition, the website will serve as the main gateway to the knowledge management system and its open data catalogue. In order to attract visitors, all publications and outreach materials will include the website address. The information is updated on a daily basis.

#### **2. SOCIAL MEDIA**

Social media combines technology with social interaction and can be used to engage key audiences and maintain their investment in the CTCN. A CTCN presence has been established on select social media sites (content is uploaded regularly on Twitter, Facebook, regular use of YouTube, Vimeo and other video sites). CTCN uses a variety of different formats, including text, pictures, and videos. Linkages will be made with the social media presence of UNEP, UNFCCC, UNIDO, Consortium and Network partners, and donors in order to broaden the distribution and visibility of CTCN's messaging, with stories covering various adaptation and mitigation sectors from all over the world.

#### **3. PROGRESS REPORT**

A short, concise annual progress report is a strong way to provide CTCN stakeholders with an overview of the preceding year's accomplishments. The report will also be used by internal audiences as a means to track accomplishments vs. intended outcomes and to inform planning for the next year. Donor logos will be included.

#### **4. VIDEO**

Videos should demonstrate what type of assistance the CTCN is providing to countries, presenting the results, introducing the CTCN concept, explaining how the CTCN works, its main functions and services. The videos can be prepared in English, French and Spanish, and will contain CTCN donor logos.

#### **5. BROCHURES**

The general CTCN brochure will provide an overview of the CTCN structure, available services (including the KMS, Network and technical assistance) and information on how to access the services. Donor logos will be included.

#### **6. E-NEWSLETTERS**

The CTCN newsletter aims to showcase compelling and relevant stories from the work to inform an external audience as well as an internal audience about work, results and successes.

The newsletter will also include news from NDEs, Consortium, Network, Donors and will be disseminated every two weeks.

## **7. IMPACT BRIEFS**

It will be important to demonstrate what type of assistance the CTCN is providing to countries and to document to the extent possible, the impact that this assistance has on participating countries. Therefore, once technical assistance has been provided by CTCN and the climate technology which the NDE has solicited assistance on has been implemented, select case studies will be created and will be distributed as stand-alone documents and incorporated into the CTCN's website, presentations and brochures, and communicated via social media. Stories of impacts will contain donor logos.

## **8. USB KEYS**

USB keys or cards branded with the CTCN logo can serve as a useful reminder of CTCN services and provide stakeholders with paperless access to important CTCN publications and information.

## **9. ROLL UPS AND BANNERS**

Banners and roll-up banners contain introductory text about the CTCN along with professional design and visuals and are ideal for conferences and promotional events. Banners and roll-ups will include donor logos.

## **10. MEDIA OUTREACH**

Media coverage of the CTCN serves as a message multiplier, reaching broader audiences than more localized communications efforts. Earned media can also drive traffic to the CTCN website and gain the attention of potential beneficiaries and other important audiences. An earned media strategy will be implemented which will focus on the following:

- Cultivate relationships with relevant media representatives and with UNFCCC/UNEP/UNIDO communications staff
- Draft press releases to highlight key CTCN achievements, events or publications, donors
- Cross disseminate press releases across all Consortium partners
- An internal CTCN Events and Opportunities Calendar will provide a pipeline for forthcoming media opportunities

## **11. PRESENTATIONS**

Presentations, utilizing PowerPoint or other software, will assist CTCN leadership, staff, and consortium members in communicating professional and consistent messaging about the CTCN and its services. The CTCN presentation will be updated regularly and made available in French and Spanish. Presentations in other UN languages can be prepared upon request. The CTCN presentation templates will be made available to CTCN staff and Consortium partners via the extranet. Donor logos will be included.

## **12. EVENTS**

Events offer the prospect of promoting CTCN services in-person to groups of key stakeholders. Examples of relevant events include Network meetings, and CTCN events aimed at representatives of academia, government, NGO, and the private sector who are engaged in climate technologies. There are several potential forums for events, including regional or international events, such as UNFCCC meetings, and these can be organized by any of the following internal stakeholders:

- CTCN
- NDEs
- Consortium members

## 5. Communication tools chosen

Conveying the CTCN message to relevant audiences and engaging with them requires dynamic methods of communicating including having a strong visual identity applied to all products. In addition to the communication tools already referenced in section B4, the following tools will be implemented:

### 1. Foundational instruments

Foundation instruments are the tactics and tools that provide the basis for CTCN internal and external communications.

#### *Branding and Visibility Guidelines*

The Guidelines ensure that communication activities of all CTCN partners are implemented in a coordinated way, to ensure the visual consistency of CTCN. It outlines the CTCN organizational identity, including logo, fonts, photos and colour scheme to be utilized in CTCN brochures, presentations, and other external communications materials.

#### *Image Databank*

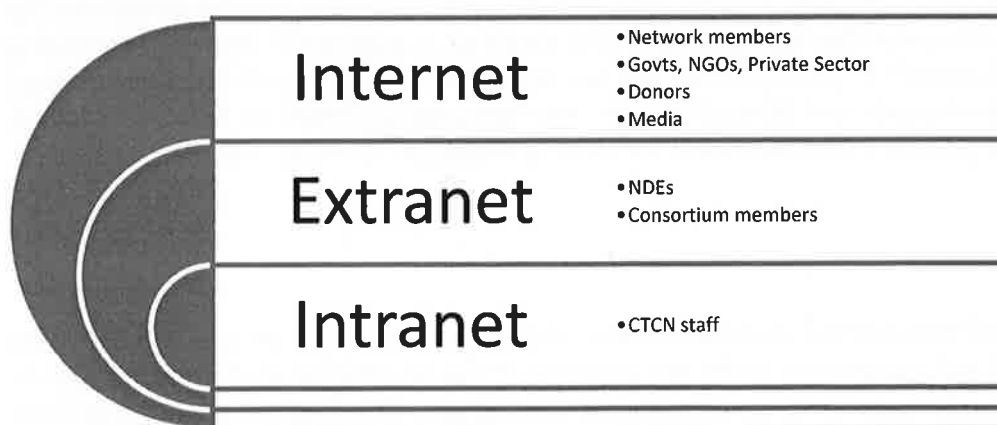
Photos and graphics help to illustrate the CTCN's work and the technologies that it is implementing in various countries. These images are utilized in brochures, flyers, the website, presentations, and other promotional materials. Photographers are engaged to capture images of technology implementation resulting from CTCN technical assistance, as well as of important CTCN meetings. In addition, relevant images of both adaptation and mitigation-related technology photos will be selected and purchased from online databanks.

#### *Key messages*

Messages have the power to convey information, command attention and compel action. Those that can better contextualize the CTCN's mission and benefits will be memorable and differentiate the CTCN from other initiatives. These key messages will serve as a basis for raising interest in the CTCN.

#### *Knowledge Management System*

The CTCN knowledge management system (KMS) serves as a central repository for CTCN information and updates for internal staff, Advisory Board members, Consortium partners, NDEs, Network members and the general public. The KMS is divided into three sections, as shown in the below image, in order to facilitate both internal and external communications. These three sections will be described in further detail under Internal and External Communications.



## 6. Completion of the communication objectives

While it can be challenging to measure the impact of communications work, there are nevertheless several metrics that can be applied to measure communications output and to assess whether communications activities can be linked to the generation of intended audience activity. Below is a list of metrics which will be applied to communication activities.

Communication support to NDEs

1. NDE letters sent
2. Outreach material provided

Events:

1. Number of events
2. Types of participation (presentation, booth, etc.)
3. Website traffic following individual events

Materials:

1. Number of publications disseminated
2. Number of languages available

Media:

1. Number of press releases
2. Number of earned media instances

Social media:

1. Number of inputs (tweets, etc.)
2. Number of followers
3. Number of people reached via social media
4. Amount of traffic to CTCN website driven by social media (per Google analytics)

The above metrics will be measured utilizing the following tools:

- Google analytics
- Internal monitoring
- KMS statistics
- Surveys and/or interviews
- Tweetreach & other social media tools

## **7. Provisions for feedback (when applicable)**

One of the key principles of communication between all target audiences involved is that it allows for a two-way dialogue and real engagement. Monitoring how perceptions among target audiences are changing can determine the effectiveness of the communications initiatives. For example, in order to ensure that messages are being received, in addition to the well-functioning networks that are already in place, formal and informal internal communication structures are utilized. Different channels will be used in order for the target audiences to provide feedback, seek clarification, provide reactions or ask for more information. Surveys will also be utilized.

## **C- Resources**

### **8. Human Resources**

The CTCN internal and external communications strategy and activities are coordinated at the CTCN Secretariat in Copenhagen under the guidance of the Knowledge and Communications Manager with support from the Communications Consultant. The Secretariat will coordinate major events and outreach campaigns with support from the consortium partners and will serve as the clearing house for information regarding the CTCN.

*Communications staff and stakeholders*

The CTCN Knowledge and Communications Manager (Karina Larsen) is responsible for managing the CTCN's communication strategy and activities as well as managing the development and maintenance of the CTCN's knowledge management system.

Other CTCN staff contribute content and updates for communications purposes, such as:

<b>Staff position</b>	<b>Type of content contributed</b>
<b>Director</b>	Interview content for earned media requests
<b>Request Managers</b>	Notification of new requests; request summaries; status updates; metrics
<b>Network &amp; Capacity Bldg. Manager</b>	Notification of new Network members; training & event info; content for promotional materials; direct Network communications (emails, e-newsletters)
<b>Admin Staff</b>	Updates on Advisory Board communications & events

Across the greater CTCN infrastructure, there currently exist numerous communications stakeholders, whose engagement is more passive but can be activated for distribution of communications content and to a lesser degree, for input into CTCN communications development. Included among these are:

- Consortium Partners Communications focal point
- NDEs
- Technology Executive Committee staff
- UNEP (Paris DTIE, Headquarters, Regional Office) Communications staff
- UNIDO (Headquarters, Regional, Country Office) Communications staff
- UNFCCC (Headquarters and Regional Office) Communications staff

## 9. Financial resources

Budget required to implement the communication activities (in absolute figures and as a percentage of the overall budget for the action).

Annual budget for outreach and communication activities is endorsed by the CTCN Advisory Board annually as part of the approval of the CTCN Annual Operating Plan. For the period of this specific EC project (2016-2019), CTCN expects to utilize around USD 1,2M in outreach and communication activities, of which around USD 42,000 (Euro 37,770) will be taken from this project (equivalent to 0.53% of the total contribution) in line with the budget included as Annex III to the Special Condition.



I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Agreement <insert reference of the concrete Agreement>, (the "agreement"), based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

1. The information submitted under Article 3 General Conditions of the Agreement for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate;
2. The expenditure was used for its intended purpose as defined in Annex I of the Agreement;
3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of this Agreement.
4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement and applying the accounting, internal control, audit systems, and procedures for grants and procurement, including a review procedure,<sup>1</sup> referred to in Article 2.5 and 2.6 of the General Conditions and which have been positively assessed in the ex-ante pillars assessment.

Furthermore, I confirm that I am not aware of any undisclosed matter which could harm the interests of the European Union.

*[However, the following reservations should be noted:]*<sup>2</sup>.

<insert place and date>

.....  
(signature)

<Insert forename and surname>

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<sup>1</sup> Adapt if grants and/or procurement procedures is/are not the one(s) assessed by the Commission and take out for PA Grant Agreements

<sup>2</sup> Option to be used in case of reservations.

