

EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

Brussels, **1 8. 03. 2010** VGP/lc D(2010)

By courier

COMITE INTERNATIONAL DE LA CROIX-ROUGE ASSOCIATION Mr Philippe GUINAND Avenue de la Paix, 19 CH-1202 GENEVE

tel: +41 22 730 2724

Subject: New contribution agreement - ECHO/-WF/BUD/2010/01006

Ref.: Your last proposal dated 07/12/2009, registered at ECHO under file No

09.363531

Title: ICRC Economic Security Activities in Mali and Niger

Country of action: MALI Amount: 750000.00 €

Start and end dates of the action: 01/01/2010 - 31/12/2010

Dear Mr Guinand,

Please find enclosed two originals of the above-mentioned Contribution agreement, both signed by myself.

Would you please notify your acceptance to this Contribution agreement and return, by registered mail, one of the originals signed by the legal representative of your organisation, as well as the first page of the Single Form.

Please note that, according to article 9.2 of the General Conditions, you have 15 calendar days to notify your acceptance.

You may not, under any circumstances or procedures, introduce any changes into the agreement transmitted for signature. The Contribution Agreement shall be considered concluded and shall enter into force on the date of receipt by DG ECHO of one original duly signed by both parties.

DG ECHO will provide payment of pre-financing of the sum referred to in article 3.2 of the Agreement within 45 days of receiving the agreement duly signed by your organisation in accordance with article 20.1 of the General Conditions.

DG ECHO accepts your request for a derogation from the obligation of visibility and communication for all activities taking place in the field, given the nature of the action and its context.

Besides, your attention is drawn to the submission of interim and final reports as outlined in article 4 of the Contribution Agreement.

In the interest of proper follow-up, ECHO would like to ensure that the obligation to submit reports is fully respected.

Thank you for your cooperation.

Yours sincerely,

Q &

Head of Unit

Enclosures:

Contribution agreement Annex I and Annex II

Contact details for this file:

Vincent-Guillaume POUPEAU, email: vincent-guillaume.poupeau@ec.europa.eu

Official correspondance: ECHO-CENTRAL-MAILBOX@ec.europa.eu

Copy (by e-mail): Mr.M. G. Durazzo, Head of EU Delegation, Mali Mr. H. P. Schadek, Head of EU Delegation, Niger Mr C. Fabre, ECHO TA, (cyprien.fabre@echoce.org) Mr J. Eijkenaar, ECHO TA, (jan.eijkenaar@gmail.com)



EUROPEAN COMMISSION DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

CONTRIBUTION AGREEMENT WITH INTERNATIONAL ORGANISATIONS

AGREEMENT NUMBER - ECHO/-WF/BUD/2010/01006

The European Union ("the Union"), represented by the European Commission ("the Commission"), itself represented for the purposes of signature of this Agreement by Cees WITTEBROOD, Head of Unit, Directorate-General for Humanitarian Aid - ECHO, of the one part,

and

COMITE INTERNATIONAL DE LA CROIX-ROUGE ASSOCIATION,

Avenue de la Paix, 19 1202 GENEVE, Switzerland,

("the International Organisation"), represented for the purposes of signature of this Agreement by Mr Philippe GUINAND, Head of Unit - Ext. Resources Division, of the other part,

hereafter referred to as "the Parties",

HAVE AGREED

the following General Conditions, Special Conditions and Annexes:

Annex I Description of the Action;

Annex II Financial overview of the Action;

which form an integral part of this Contribution Agreement ("the Agreement").

The General Conditions applicable to European Union contribution agreements with International Organisations for humanitarian aid Actions, ("the General Conditions"), annexed to the European Commission Framework Partnership Agreement, which the Organisation declares to have read and accepted, shall apply.

The terms set out in the General Conditions shall take precedence over those in the Annexes.

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Agreement.



SPECIAL CONDITIONS

ARTICLE 1 - PURPOSE

- 1.1 Subject to the conditions established in this Agreement, the Commission will contribute to the eligible costs of the humanitarian aid Action entitled ICRC Economic Security Activities in Mali and Niger, MALI ("the Action") implemented by the International Organisation.
- 1.2 The description of the Action is annexed to this Agreement (Annex I). The International Organisation shall ensure that the Action is carried out in accordance with the description of the Action and the related proposal submitted on 07/12/2009 and registered at the Directorate-General for Humanitarian Aid under reference 09.363531. The proposal and any possible additional information and modifications are an integral part of this Agreement.
- 1.3 This Agreement will be subject to the procedures applicable for the P control mechanism as defined in Articles 1.4 and 1.5 of the General Conditions.

ARTICLE 2 – ENTRY INTO FORCE OF THE AGREEMENT AND IMPLEMENTATION PERIOD OF THE ACTION

- 2.1 Subject to the conditions laid down in Article 9 of the General Conditions, the Agreement shall enter into force on the date of receipt by the Commission of one of the originals of the Agreement duly signed by both Parties.
- 2.2 The implementation period of the Action shall run for 12 months from 01/01/2010 ("the start date of the Action").
- 2.3 Subject to the conditions laid down in Article 18 of the General Conditions, expenditure is eligible from 01/01/2010.

ARTICLE 3 - FINANCING THE ACTION

- 3.1 The direct costs of the Action eligible for Union financing are estimated at EUR 1,705,016.00. In accordance with Article 18.7 of the General Conditions, indirect costs are calculated at EUR 110,827.00, i.e. 6.50 % of the direct costs. The total eligible costs of the Action are estimated at EUR 1,815,843.00, as set out in the financial overview in Annex II.
- 3.2 The European Union undertakes to finance a maximum of EUR **750,000**.
- 3.3. The final amount of the European Union contribution shall be determined in accordance with Article 21 of the General Conditions.

ARTICLE 4 – SUBMISSION OF REPORTS

- 4.1 Three months before the end of the implementation period of the Action established in Article 2.2, the International Organisation shall submit an Intermediate report on the Action's implementation, covering the implementation up to one month before the reporting date.
- 4.2 The International Organisation shall submit the Final narrative and financial report within three months after the end of the implementation period of the Action.



ARTICLE 5-PAYMENT ARRANGEMENTS

5.1 Pre-financing payments

In accordance with Article 20.1 of the General Conditions, the Commission shall make a pre-financing payment of EUR 600,000.00, representing 80 % of the amount specified in Article 3.2 hereof.

5.2 Payment of the balance

The request for payment of the balance shall be accompanied by the Final narrative and financial report as specified in Article 21.3 of the General Conditions. The approval of the Final reports will be given in accordance with the procedure established in Article 21 of the General Conditions.

ARTICLE 6 - BANK ACCOUNT

6.1 Payments shall be made to the International Organisation's bank account denominated in EUR indicated below:

Name of bank: UBS SA

Address of branch: PO Box 2600, CH-1211 Geneva 2

Precise denomination of the account holder: Comité International de la Croix-Rouge

Full account number (including bank codes): IBAN ONLY

IBAN account code, (or BIC country code if the IBAN code does not apply): CH25 0024

0240 CO12 9986 5

ARTICLE 7- CONTACT ADDRESSES

Any communication relating to this Agreement shall be in writing, shall state the number of the Agreement and the title of the Action, and shall be sent to the following addresses:

To the Commission:

European Commission

Directorate-General for Humanitarian Aid - ECHO

Mr C. WITTEBROOD, Head of Unit ECHO.A.2

B-1049 Brussels

Official e-mail address: ECHO-CENTRAL-MAILBOX@ec.europa.eu

Person following the Agreement:

Mr POUPEAU e-mail: vincent-guillaume.poupeau@ec.europa.eu

To the International Organisation:

COMITE INTERNATIONAL DE LA CROIX-ROUGE ASSOCIATION

Mr Ph. GUINAND, Head of Unit - Ext. Resources Division,

Avenue de la Paix, 19

CH- 1202 GENEVE

Official e-mail address: rex don.gva@icrc.org

Person(s) following the Agreement:

- Mr Ph. Guinand - e-mail: pguinand.gva@icrc.org



ARTICLE 8 – SPECIFIC CONDITIONS APPLYING TO THE ACTION

- 8.1 The parties agree to interpret the visibility obligations as laid down in Article 4 of the General conditions in line with the Joint Declaration signed by both parties dd. 28.07.2009.
- 8.2 Not applicable
- 8.3 The rules applicable to multi-donor actions shall apply to this Agreement

SIGNATURES

Done in two originals in the English language, one for the Commission and one for the International Organisation.

For the International Organisation

For the Commission

Philippe GUINAND, Head of Unit - Ext. Resources Division **Cees WITTEBROOD, Head of Unit**

Signature

Done at

, on

Signature)

Done at Brussels, on

8 MARS 2010

ENCLOSURES

Annex I

Operational overview of the Action;

Annex II

Financial overview of the Action.

ANNEXI - LOGFRAME

| Title of the Action | ICRC economic security activities in Mali and Niger | | | | | |
|------------------------|---|--|---|--|--|--|
| Principal Objective | To improve the conditions of life of civil populations affected by conflict, inter-communal violence, or natural catastrophes so that they can live in dignity and autonomously, in a context where their rights are respected by weapon bearers. | | | | | |
| | Intervention Logic | Objectively Verifiable Indicators | Sources of Verification | Risks and Assumptions | | |
| Specific Diplective | Civilians affected by armed conflict or other situations of violence or insecurity have obtained economic security and, in the case of returnees, a level of life comparable to that which existed previous to their displacement. | | | | | |
| Results | A. Mali Populations in conflict-affected or insecure areas of northern Mali have improved their economic security owing to the restart of agricultural production activities; in case of displacement or return, affected families have met their basic needs in terms of food security and shelter/essential household items. B. Niger Populations in conflict-affected or insecure areas of Niger have improved their economic security owing to the restart of agricultural production activities; in case of displacement or return, affected families have met their basic needs in terms of food security and shelter/essential household items. | A. Mali In Tinzaouatène 100% of beneficiary households have planted seeds in a 1-hectare/family plot In Bangoundié II, beneficiaries have diversified production, increased the yield by four, and planted a plot three times larger. Communities and women's associations have benefited from income-generating activities at the place of return. The Regional Agriculture Service, Gao region, is functional. Emergency: Displaced or returnee populations have benefited from food rations for one month and one-off distributions of essential household items (EHI). Niger In Aïr, beneficiaries have planted on plots equal to or larger than 1 hectare/family, and the annual average revenue/family from the market-gardening and cereal production will be 150% of that of 2009. In Ouallam and Fillingué, seeds, tools, monitoring and coaching have been provided. | Household economic surveys at beginning and during the programs, direct observations during field trips, post-distribution monitoring | Risks: Security concerns Access problems (with continued reliance on a remote-control process) Misunderstandings or disinterest of ICRC role and mission by beneficiaries or others Absence of dialogue with certain parties involved in violence Relevant authorities may not allow implementation of activities | | |

| | | 3) Communities and women's associations have benefited from income-generating activities at the place of return. 4) Emergency: Displaced or returnee populations have benefited from food rations for one month and one-off distributions of essential household items (EHI). | | |
|------------|---|--|--|--|
| Activities | Mali: Provide agricultural production support and mi - Maintain food and EHI stocks in case of emer Niger: Provide agricultural production support and mi | | | |
| | | | | Pre-conditions Adequate access, even if it means on a remote-control basis |

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: COMITE INTERNATIONAL DE LA CROIX-ROUGE ASSOCIATION

greement number

: ICRC Economic Security Activities in Mali and Niger

: ECHO/-WF/BUD/2010/01006 - ANNEX II

FINANCIAL OVERVIEW

| ELIGIBLE COST OF ACTION | FUNDING OF ACTION | | |
|--|-------------------|----------------------------------|--------------|
| Personnel costs | 477,120.00 | Direct revenue from Action | 0.00 |
| Mission and living allowances | 65,407.00 | Contribution by applicant | 0.00 |
| Assistance to victims | 658,930.00 | Contribution by other donors | 1,065,843.00 |
| Financial assistance | 44,290.00 | Contribution requested from ECHO | 750,000.00 |
| Means of tansport | 262,237.00 | % of total funding | |
| Premises costs | 121,320.00 | Contribution by beneficiaries | 0.00 |
| T and telecommunication costs | 39,850.00 | Total funding | 1,815,843.00 |
| Miscellaneous costs | 35,862.00 | | |
| Communication, visibility, information | 0.00 | | |
| સંદર્ભ (માસામાં ક્ષેત્ર) માં માત્રામાં માત્રામા માત્રામાં માત્રામા માત્રામાં માત્રામાં માત્રામાં માત્રામાં માત્રામાં માત્રામાં માત્રામાં માત્રામાં | 705.005.00 | | |
| Indirect costs (max.\$\sqrt{\pi}\) | 110,827.00 | | |
| (a) (a) (b) (a) (a) | 9 3 10 393 10 | | |

