

**EUROPEAN UNION
GRANT AGREEMENT FOR PILLAR ASSESSED ORGANISATIONS
(PA GRANT AGREEMENT)**

<ROC/FED/38-921>
(the "Agreement")

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

The International Criminal Police Organization (I.C.P.O.) INTERPOL
200 Quai Charles de Gaulle
69006 Lyon
France

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 The purpose of this Agreement is the award of a financial contribution by the Contracting Authority to finance the implementation of the action entitled: West Africa Police Information System Programme (WAPIS 3) (the '**Action**') described in Annex I.
- 1.2 In the performance of the activities, the Organisation applies its own internal control and accounting systems as well as the rules and procedures for an independent external audit which have been positively assessed in the ex-ante pillars assessment, as well as any other Regulations and Rules, to the extent that these are not in conflict with the provisions of this Agreement. In case the pillar assessment raised some reservations the Organisation shall comply with the ad hoc measures stated in Article 7.
- 1.3 This Action is an EU External Action. The Action is financed under the 11th European Development Fund (EDF).

Article 2 — Implementation of the Action

- 2.1 This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2.2 Implementation of the Action shall begin on the day after the last Party signs.
- 2.3 The Implementation Period of the Agreement is 60 months.

Article 3 — Financing the Action

- 3.1 The total eligible costs of the Action are estimated at EUR 28 000 000 as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of EUR 28 000 000. This contribution is further limited to 100% of the total eligible cost of the Action.
- 3.3 The final amount of the Contracting Authority's contribution shall be determined in accordance with Articles 18, 19, 20 and 23 of Annex II and Article 3 of Annex II b).
- 3.4 Pursuant to Article 18 of Annex II, eligible indirect costs shall be declared on the basis of a flat-rate of 7% of the final amount of direct eligible costs to be reimbursed by the Contracting Authority. The final amount of direct eligible costs of the Action is established in accordance with Article 18.

3.5 A reserve for contingencies and/or possible fluctuations in exchange rates not exceeding 5% of the eligible expenditure may be included in Annex III, to allow for adjustments necessary in the light of unforeseeable changes of circumstances on the ground. It can be used only with the prior written authorisation of the Contracting Authority, upon a duly justified request from the Organisation.

Article 4 — Reporting and payment arrangements

4.1 Payments shall be made in accordance with Article 19 of¹ Annex II.

The agreed pre-financing rate is 100%

Initial pre-financing instalment:	3 079 443.20 EUR
Further pre-financing instalment(s):	5 248 956.20 EUR following the end of the 1st reporting period October 2017 to October 2018
Further pre-financing instalment(s):	5 811 456.20 EUR following the end of the 2nd reporting period October 2018 to October 2019
Further pre-financing instalment(s):	5 648 956.20 EUR following the end of the 3rd reporting period October 2019 to October 2020
Further pre-financing instalment(s):	5 291 356.20 EUR following the end of the 4th reporting period October 2020 to October 2021
Forecast balance of the final amount of the contribution:	2 919 832 EUR following the end of the 5th reporting period October 2021 to October 2022

4.2 For contributions of more than EUR 5.000.000, a further pre-financing payment may be made only if the part financed by the Contracting Authority of the eligible costs approved is at least equal to the total amount of all the previous payments excluding the last one.

Article 5 — Communication language and contacts

5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.

5.2 Any communication relating to the Agreement shall be in writing, shall state the number and/or title of the Action, and shall use the following addresses below.

5.3 Any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority
European Commission
Development Coordination and Regional Cooperation West Africa
For the attention of

[REDACTED]
Rue de la Loi, 41 B-1049 Brussels/Belgium
Office: L-41 05/074

For the Organisation
[REDACTED]
Finance Sub-Directorate
ICPO – INTERPOL
200 Quai Charles de Gaulle
69006 Lyon
France

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.

¹ The Parties have to agree on a pre-financing rate (70%). The determination of the amount of the pre-financing instalments corresponds to 70% of the part of the forecast budget for the following reporting period of the Action which is being financed by the EU (excluding not authorised contingencies).

- 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:

[REDACTED]
Finance Sub-Directorate
ICPO – INTERPOL
200 Quai Charles de Gaulle
69006 Lyon
France

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 Project and – where applicable - the Concept Note)
- Annex II: General Conditions for PA Grant or Delegation Agreements (Part II on Delegation Agreements does not apply)
- Annex III: Budget for the Action
- Annex IV: Financial identification form
- Annex V: Standard request for payment
- Annex VI: Communication and Visibility Plan

- 6.2 In the event of a conflict between the present Special Conditions and any annex thereto, the provisions of the Special Conditions shall take precedence.

Article 7 — Other specific conditions applying to the Action

- 7.1 The following shall supplement the General Conditions:

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

- a) They comply with the cost eligibility criteria referred to in Article 18.1 of the General Conditions;
- b) They fall within one of the following categories:
 - i) Costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
 - ii) Travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
 - iii) Depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) Costs of maintenance and repair contracts specifically awarded for the operations of the project office;
 - v) Costs of consumables and supplies specifically purchased for the operations of the project office;
 - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
 - vii) Costs of energy and water specifically supplied for the operations of the project office;
 - viii) Costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) The Organisation declares the eligible direct costs of the project office as actual costs or for staff costs on the basis of unit costs determined by the Organisation according to its usual accounting practice;
- d) The Organisation declares as eligible only the portion of the capitalised and operating costs of project office which corresponds to the duration of the Action and
 - i) the rate of actual use of project office for the purposes of the Action; or

- ii) the rate of use of a project office for the purposes of the Action, determined by the Organisation on the basis of a simplified allocation method, provided that the allocation method is compliant with the Organisation' usual accounting and management practices, applied in a consistent manner regardless of the source of funding, and based on an objective, fair and reliable allocation key.

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

For the Organisation

Name

Position

Signature

Date

For the Contracting Authority

Name

Position

Signature

Date