



## Grant contract

between:

**Centre for the Development of Enterprise**  
Immeuble Serenitas  
Avenue Edmond Van Nieuwenhuyse, 2A  
B – 1160 Brussels - BELGIUM  
(Hereinafter referred to as the CDE)

and:

**International Trade Centre**  
Palais des Nations  
1211 Geneva 10  
Switzerland  
Tel: +41 22 730 0526  
Facsimile: +41 22 730 0575  
E-mail: registry@intracen.org  
(Hereinafter referred to as the Beneficiary)

CDE and ITC are collectively referred to as the Parties

**CDE dossier n° BWP/1310/01**

### 1. PROJECT TITLE AND COUNTRY

Value Chains Analysis in selected sectors (beef, horticulture and tourism) and  
Market Intelligence Project Proposal, Botswana

## **2. BACKGROUND ON THE PRIVATE SECTOR DEVELOPMENT PROGRAMME (PSDP)**

The Private Sector Development Strategy (PSDS) is a framework for support to private sector development in Botswana and was elaborated in 2008 through extensive consultations with various stakeholders. The PSDS is built on four priority areas, which are trade expansion, improving labour productivity, support to trade institutions and improving the business climate. Within the framework of the PSDS the Ministry of Trade and Industry (MTI) and Botswana Confederation of Commerce, Industry and Manpower (BOCCIM) in partnership with the European Union and the Centre for the Development of Enterprise (CDE) have developed the Private Sector Development Programme (PSDP).

The PSDP is meant to address some key areas of the PSDS. The PSDP, which will run for a duration of 3 years, aims to stimulate and sustain growth through diversification of the economy, while building the capacities of institutions and human resources that support the private sector.

## **3. PURPOSE OF THE ASSISTANCE**

The purpose of this contract is the award of a grant by the CDE/PSDP for the implementation of the Assistance entitled: "*Value Chains Analysis in selected sectors (Beef, Horticulture and Tourism) for preparation of Plans of action and Market Intelligence Project Proposal*" (« the Assistance »), described in Annex 1 (Terms of Reference).

The Beneficiary will be awarded the grant on the terms and conditions set out in this contract which consists of the General Conditions and the Annexes which the Beneficiary hereby declares it has noted and accepted.

The Beneficiary accepts the contribution and undertakes to carry out the Assistance under its own responsibility.

## **4. IMPLEMENTATION PERIOD OF THE ASSISTANCE**

This contract shall enter into force on the date when the last of the two Parties signs. Implementation of the Assistance shall begin on the date when the last of the two Parties signs. The implementation period of the Assistance such as specified in Annex 1 (Terms of Reference) is 12 months.

However, as per section 6 below the deliverables 1 and 2 for both Value Chains Analysis and Market Intelligence project proposal are due within the four (4) months that follow the start of the Assistance. The execution period of this contract will end at the moment when final payment is paid by the CDE.

## **5. FINANCING THE ASSISTANCE**

The total cost of the Assistance is estimated at EUR 168,000. The contract is based on a results-based contract (Global price) and payment whereby ITC is to produce a specific output for against a lump sum payment.

The CDE undertakes to finance a maximum of EUR 150,000, equivalent to 89.3 % of the costs of the Assistance. The ITC's contribution will be deployed in kind for a maximum of EUR 18,000 equivalent to 10.7 % of the costs of the Assistance.

The total amount to be paid by the CDE to Beneficiary may not exceed the maximum amount of grant fixed above.

In the case of an Assistance for which the total amount exceeds € 100,000, the CDE may request an expenditure verification of Assistance expenses. In line with the provisions of the Financial and Administrative Framework Agreement between the European Community and the United Nations (FAFA) signed on 29 April 2003, financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the United Nations. Audited financial statements shall be submitted to the CDE by the Beneficiary together with the supporting documents. The Beneficiary shall keep financial and accounting documents concerning the Assistance, and, make available to the competent bodies of the European Union in line with the relevant provisions of the FAFA, upon request all relevant financial information, including statements of accounts concerning the Assistance, where they are executed by the Beneficiary or by its subcontractors. In conformity with its Financial Regulation, the European Union may undertake, including on the spot, checks related to the operations financed by the Assistance.

The type of activities is restricted to those mentioned in the Terms of reference in Annex 1.

## **6. ACTIVITY AND FINANCIAL REPORTING AND PAYMENT ARRANGEMENTS**

### ***Reports***

Activity and financial reports shall be produced in support of payment requests other than the initial payment request, in English.

The intermediary activity reports and the final activity report shall follow the instructions mentioned in Annex 1 (Terms of Reference).

Moreover, all the deliverables (studies, manuals, reports) must be attached to the final report.

The reports must be submitted as follows:

- An interim report 1 (Deliverable 1) consisting in the draft plans of action (roadmap) and value chain mapping (for the three selected sectors) submitted four (4) months after project start (approximate date)
- An interim report 2 (Deliverable 2) consisting in the Market Intelligence Project proposal submitted four (4) months after project start (approximate date)
- A final report submitted not later than two (2) months before the last day of validity of this Contract with the final versions of the interim reports 1 and 2 (Deliverable 1 and 2).

Comments by CDE must be given within **30 calendar days** after receipt of the reports. The Beneficiary must then finalise its report within **30 calendar days** after receipt of these comments.

Failure by CDE to submit comments within the period indicated above indicates consent with the draft report, which then becomes final.

The type and number of copies shall be as follows:

<b>Recipient</b>	<b>Draft report</b>	<b>Final / intermediary report</b>
CDE	1 electronic copy	1 electronic copy by email Number of hard copies: 5

The **Beneficiary** and the **CDE** shall inform each other immediately if any event that may affect the Assistance arises.

### **Payments**

<b>Initial payment:</b> <b>45,000 EUR</b>	Upon signature of the contract and receipt of a payment request from the Beneficiary, amount equal to maximum 30 % of the estimated <u>total</u> budget financed by CDE/PSDP.
<b>Interim payment:</b> <b>75,000 EUR</b>	Upon submission of a request for payment accompanied by the interim reports (deliverable no 1 & deliverable no 2) & financial report, amount equal to maximum 50 % of the estimated <u>total</u> budget- subject to interim reports' approval.
<b>Final payment:</b> <b>30,000 EUR</b>	Upon submission of a final payment request, the final report (deliverable no 3), financial report justifying the total cost of the assistance and original supporting documents at the end of the year or at the end of the assistance, amount equal to maximum 20 % of the estimated <u>total</u> budget - subject to final report approval.

The payments due to the Beneficiary by the CDE will be made by **bank transfer** to the account below, which **shall be mentioned on each payment request** as well as the **IBAN/BIC** and / or **SWIFT code and full address of the bank** of the Beneficiary:

**Currency:** EUR

**Account Number:** 240-FP100381.0

**Account Name:** UN Geneva General Fund

**Bank Name:** UBS AG, Rue de Rhône 8, CH1211 Geneva 2, Switzerland

**Swift Code:** UBSW CH ZH 80A

**Clearing Code:** 240

**IBAN:** [to be added when ready for signature]

**Ref:** ITC

All invoices should be addressed to the Head of the regional CDE regional office, for the attention of the Accounts Department at the Regional Office, Southern Africa. In order to be eligible, the invoice should indicate the following:

- the mention "INVOICE" on the Beneficiary's letter-headed paper;

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- an invoice number;
- the amount to be paid and the currency;
- the date of issue;
- the CDE project and commitment numbers;
- the bank account details (IBAN format, with BIC code for foreign payments) as stipulated in this contract;
- a heading.

Electronic invoices should be sent to the address: [invoice@cde.int](mailto:invoice@cde.int) and should include the mention **"this invoice is in conformity with the original"**, to be eligible for payment.

CDE makes payments within 45 calendar days from the receipt of the complete and correct payment request with supporting documents when required, and depending on the type of payment, 45 calendar days after approval of the related report.

Any other payments to the Beneficiary by other parties related to the Assistance are subject to separate agreements and are excluded from CDE's liability.

## 7. COMMUNICATION AND VISIBILITY

The Parties will be allowed, freely and at their own costs, for the duration of the contract and after its expiration, for any reason, to communicate on the results of this contract and this, throughout the world.

Notwithstanding the foregoing, each Party will provide to the other, before their communication, any draft of a text, picture, brochure and more generally any element of communication mentioning the other Party, for its prior written authorisation. The other Party will then dispose of fifteen days following the reception of these elements to notify its approval or modifications. The failure to reply within the deadline shall not be deemed to be acceptance of the request and the Party will not be allowed to proceed to the diffusion of the publication it considered.

Each Party shall inform the other Party without delay if it is contacted by the media for an article, documentary or other press coverage in connection with the activities set-out under the contract. The other Party shall then validate any article or media report before diffusion.

## 8. OTHER STIPULATIONS

The CDE's contact person for reporting requirements is:

Roger N'Guessan, PSDP Botswana Coordinator

Email: [roger.nguessan@cde.int](mailto:roger.nguessan@cde.int).

All deliverables (interim reports, final reports, manuals, publications) resulting from this contract shall be clearly marked with an appropriate statement acknowledging the assistance provided by the CDE, e.g. this assistance/ study/ etc. 'has been supported with a grant of the Centre for the Development of Enterprise (CDE), ref. [www.cde.int](http://www.cde.int).'

Property: Reference is made to Article 7 of Annex 2 of the present document which shall apply mutatis mutandis to this Grant Contract.

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## 9. ANNEXES

The following documents are annexed to this contract and form an integral part of the Contract:


Annex 1: Terms of Reference

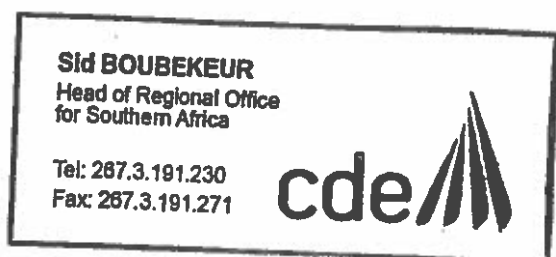
Annex 2: General Conditions applicable to European Union contribution agreements with international organisations.

In the event of a conflict between the provisions of this contract and any Annex thereto, the provisions of the contract shall take precedence. In the event of a conflict between the provisions of Annex 2 and those of the other annexes, the provisions of Annex 2 shall take precedence.

## 10. SIGNATURES

**IN WITNESS HEREOF**, the undersigned, being duly authorized thereto, have, on behalf of the Parties hereto, signed two (2) originals of this grant contract in English at the place and on the day below written.

Authorized officer of CDE	Beneficiary
<i>Name, title and signature:</i>  <b>Sid Boubekeur</b> Head Regional Office Southern Africa 	<i>Name, title and signature:</i>  <b>Eva K. Murray</b> Director Division of Programme Support International Trade Centre  <i>Date and place of signature:</i> <i>18 August 2014</i> <i>Geneva</i> <i>EK Murray</i>
<i>Date and place of signature:</i> <i>Gaborone</i> <i>28/07/2014</i>	



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