

## MANAGEMENT DELEGATION AGREEMENT

**No. MDA2012INI139**

**France Expertise Internationale (FEI),**  
An industrial and commercial public agency,  
45, rue Linois, 75015 Paris, France,  
Represented by its Director General, Cyrille Pierre,  
Hereinafter referred to as "FEI"

*On the one hand,*

And

**The Faculty of Associated Medical Sciences, Chiang Mai University**  
110 Intawaroros Rd. T. Sripoom  
Muang, Chiang Mai 50200, Thailand  
Represented by its Dean, Dr. Wasna SIRIRUNGSI,  
Hereafter referred to as "the Beneficiary"

*On the other hand,*

Hereinafter collectively referred to as the "Parties",

### HAVE AGREED AS FOLLOWS:

#### **ARTICLE 1 – PURPOSE OF THE CONVENTION**

- 1.1 The purpose of this Convention is, pursuant to the Agreement for the implementation of an expertise mission under the "5% Initiative", reference ACC2012INI139, to define the terms and arrangements for the delegation of the management of the training logistics, as planned under the Terms of Reference of the aforementioned Agreement.
- 1.2 FEI hereby delegates to Beneficiary the task of managing the training logistics and agrees to pay to Beneficiary a grant in an amount up to a maximum of € **9,676** (*Nine thousand six hundred and seventy six Euros*), hereinafter referred to as the "Grant", for the purposes of such organisation, as detailed in Annex I "Training Budget", said annex forming an integral part of this Convention.

## **ARTICLE 2 – ENTRY INTO FORCE OF THE CONVENTION AND PERIOD OF CONTRACTUAL PERFORMANCE**

This Convention shall enter in force on the latest date of signing by the Parties and shall remain in force throughout the entire period of validity of the Agreement referenced ACC12INI139.

## **ARTICLE 3 – FINANCIAL TERMS AND ELIGIBLE COSTS**

3.1 Eligible costs are costs actually incurred by Beneficiary in connection with the organisation of the training as defined in the Terms of Reference and meeting all the following criteria:

- They must have been actually incurred during the period of contractual performance as defined in Article 2 of this Convention;
- They must be indicated in the “Training Budget” appended hereto;
- They must be necessary for the organisation of the training as defined in Annex I of the “Terms of Reference” of the Agreement ref. ACC12INI139;
- They must be identifiable and verifiable; more specifically, they must be recorded in the accounts of Beneficiary and determined in due compliance with the accounting standards of the country in which Beneficiary is based and in accordance with Beneficiary’s usual accounting practices;
- They must be reasonable, justified and in Agreement with the requirements of good financial management, notably with regard to economy and effectiveness.

3.2 Subject to the provisions in the preceding paragraph, the following are eligible direct costs as incurred by Beneficiary:

- The cost of purchasing or leasing equipment and supplies (new or used) specifically for the needs of the training, in addition to the cost of services provided, insofar as those costs match those applying on the market;
- The cost of consumables;
- Costs directly entailed by the requirements imposed by the Terms of Reference (e.g. leasing meeting rooms, copying, information distribution, specific evaluation of the workshop, insurance).

3.3 A “provision for contingencies” capped at 5% of the total amount for eligible direct costs shall be included in the budget for the training as indicated in Annex I.

3.4 The following are deemed to be non-eligible costs:

- Human resources costs (salaries);
- Debt and accounts provisions for losses and liabilities;
- Interest payable;
- Costs already funded through other channels or by another donor;
- Acquisition of land and buildings;
- Customs clearance costs;
- Foreign exchange losses;

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- Tax and duty, not including VAT if Beneficiary is not exempted;
- Loans to third-party organisations.

#### **ARTICLE 4 – SUPPORTING DOCUMENTATION**

4.1 On completion of performance of the contract, Beneficiary will deliver to FEI the originals of the following supporting documents:

- The originals of the invoices or certified copies thereof;
- The originals of travel documents;
- Attendance sheets attesting the presence of participants at the training, duly signed by the latter;
- All and any other supporting documents providing evidence of the expenses for which provision is made in the “Training Budget” appended hereto.

4.2 In addition, Beneficiary will:

- Facilitate FEI’s access to all information relating to the organisation of the workshop;
- Respond without delay to all requests from FEI for clarification, provision of additional supporting documents or further information.

#### **ARTICLE 5 – TERMS OF PAYMENT**

5.1 The grant for workshop organisation will be paid to Beneficiary by FEI as follows:

- Advance funding in an amount equal to 80% of the total grant as defined in Article 1, that is **€ 7,740** (*Seven thousand seven hundred and forty Euros*), after signature of the present agreement by both parties ;
- The balance in an estimated amount equal to 20% of the total grant, that is **€ 1935** (*One thousand nine hundred and thirty five Euros*), following receipt and validation by FEI of the supporting documents referred to in Article 4 hereinabove, and on presentation of a financial report.

5.2 All unjustified amounts received and approved by FEI will be repaid to FEI.

5.3 Bank account details:

Payments to be made by FEI shall be made when requested by Beneficiary by bank fund transfer to the bank account whose details are specified in Annex II hereto, headed “Financial Account Details”.

#### **ARTICLE 6 – ACCOUNTING AND FINANCIAL/TECHNICAL OVERSIGHT**

6.1 Beneficiary shall maintain systematic and accurate statements and accounts relating to the

organisation of the workshop in the form of an appropriate double-entry system of accounting. That system of accounting shall be an integral part of Beneficiary's general accounting system, or may possibly supplement it. The accounts shall be kept in accordance with the applicable accounting policies and rules in the country concerned. Accounts and expenses relating to contractual performance must be easily identifiable and verifiable.

Beneficiary must ensure that the financial report required under Article 5.1 can be easily reconciled with Beneficiary's system of accounts, Beneficiary's accounting and generally with Beneficiary's financial records.

- 6.2 Beneficiary hereby agrees that FEI and any external auditor producing the verifications required under Article 4 shall be able to verify, by examination of documents or on site, the employment of the grant and if necessary to conduct a complete audit based on the supporting documents, the accounts and accounting records and generally any other documentation relating to the funding of the organisation of the workshop, this being possible for a period of up to five years from the date of payment of the balance of the grant.

#### **ARTICLE 7 – CURRENCIES**

Payments shall be made by FEI in euros. If necessary, the conversion into euros of actual costs incurred in other currencies shall be carried out at the exchange rates published on the French Finance Ministry website as of the date of issuance of the invoice.

#### **ARTICLE 8 – VISIBILITY**

Beneficiary undertakes to ensure the visibility of the funding of the workshop by France through the 5% Initiative to fight AIDS, Tuberculosis and Malaria.

#### **ARTICLE 9 – LIABILITY**

Beneficiary shall bear sole liability with regard to third parties, including damage or prejudice of all and any kinds possibly caused to such third parties in connection with the organisation of the workshop. Beneficiary shall save and hold harmless FEI against all and any liability arising from any claim or proceeding resulting from a breach of law or regulation by Beneficiary, Beneficiary's employees or persons for whom they are responsible, in addition to breaches of third party rights.

#### **ARTICLE 10 – MODIFICATION, EXTENSION AND SUSPENSION OF THE PERIOD OF CONTRACTUAL PERFORMANCE; FORCE MAJEURE; COMPLETION DATE**

- 10.1 Beneficiary may suspend the organisation of the workshop if circumstances, notably situations of force majeure, make its execution impossible or excessively difficult. Beneficiary shall inform FEI accordingly without delay, including all relevant details. Either Party may then terminate this Convention. Where it is not terminated, Beneficiary shall seek to limit the duration of the suspension, resuming organisation of the workshop immediately conditions



allow, informing FEI accordingly.

10.2 Force majeure is understood herein to refer to all and any unforeseeable and exceptional situation or event beyond the control of the Parties and not attributable to fault or negligence by either of the Parties (or any of their subcontractors, authorised agents or employees), which prevents one of the Parties from meeting any of its contractual obligations and which could not have been overcome irrespective of effort to do so. Defects or delays in delivery of equipment and systems, labour disputes, strikes and financial difficulties may not be invoked as cases of force majeure. A Party shall not be deemed to have failed to perform its contractual obligations if it is prevented from so doing by a situation of force majeure. A Party faced with a situation of force majeure shall alert the other Party without delay, making clear its nature, probable duration and foreseeable effects, and shall take all possible steps to reduce the potential prejudice to a minimum.

#### **ARTICLE 11 – TERMINATION OF THE CONVENTION**

11.1 If either Party considers that this Convention can no longer be applied effectively or appropriately, it shall consult with the other Party. Failing agreement between them on a solution, either Party may terminate this Convention by giving one month's notice in writing, and shall incur no obligation to provide compensation therefor.

11.2 FEI may end this Convention without notice and without incurring any liability for compensation of any kind, where Beneficiary:

- is in a state of, or subject to legal action for bankruptcy, liquidation, court administration or an arrangement with creditors, the winding up of its business, or is in any similar situation resulting from a proceeding of like nature for which provision is made in national laws or regulations;
- has been convicted by a court in a judgement having the force of *res judicata* for an offence relating to professional ethics or has committed grave misconduct in the professional sphere which has become a proven matter of record in any appropriate manner;
- undertakes any activity that is fraudulent or corrupt, or participates in a criminal organisation or generally any other illegal activity. This shall include Beneficiary's partners, subcontractors and authorised agents;
- makes any change to its legal status or corporate form unless a written rider has been drawn up placing the relevant change on record;
- makes false or incomplete statements in order to obtain the grant for which this Agreement provides or submits reports that fail to reflect the actual state of affairs.

11.3 Where the Agreement is terminated, Beneficiary shall be reimbursed for that part of the grant that corresponds to the partial implementation of the workshop, excluding however costs relating to commitments that are currently applicable but relate to performance after termination. To that end, Beneficiary shall submit a request for payment as provided in Articles 4 and 5.

11.4 Prior to the termination for which this Article provides, or as an alternative to it, FEI may suspend payments without notice as a precautionary measure.

11.5 This Convention shall be terminated as of right if it has not resulted in any payment by FEI within two years of the date of signing.

## **ARTICLE 12 – GOVERNING LAW AND SETTLEMENT OF DISPUTES**

12.1 This Convention shall be governed by French law.

12.2 The Parties shall devote all possible efforts to an amicable settlement of any dispute that may arise between them during the performance of this Convention. To that end, they shall inform each other in writing of their respective positions and any solution they deem to be feasible, and shall meet to consult at the request of either. Each Party shall respond within 30 days to a request for an amicable settlement. On expiry of that period, if efforts to arrive at an amicable settlement have not resulted in a solution within 120 days of the initial request, either Party may notify the other that it considers the procedure to have failed.

12.3 In the event of the failure of the aforementioned procedures, either Party may lay the dispute before the Courts of France.

## **ARTICLE 13 – CONTACTS**

All official correspondence exchanged between the Parties pursuant to this Convention shall be sent to the addresses stipulated in this Article or any new address notified in writing to the other Party by the Party concerned:

### **For FEI:**

#### **FRANCE EXPERTISE INTERNATIONALE**

Initiative 5% Sida, Tuberculose, Paludisme

45, Rue Linois,

75015 Paris, France

[Initiative5PC.FEI@diplomatie.gouv.fr](mailto:Initiative5PC.FEI@diplomatie.gouv.fr)

Person in charge of implementation of this Convention:

**Audrey GIRET, Mission Director**

Tel.: +33.1.43.17.68.83

Email: [audrey.giret@diplomatie.gouv.fr](mailto:audrey.giret@diplomatie.gouv.fr)

### **For Beneficiary:**

**THE FACULTY OF ASSOCIATED MEDICAL SCIENCES, CHIANG MAI UNIVERSITY**



**INITIATIVE 5%**

SIDA, TUBERCULOSE, PALUDISME

Dr. Wasna SIRIRUNGSI, Dean  
110 Intawaroros Rd. T. Sripoom  
Muang, Chiang Mai 50200, Thailand

Person in charge of implementation of this Convention:  
**First and last names, post held** Gonzague JOURDAIN, PHPT Director  
Tel.: + 66 (0) 8 1883 0065  
Email: @ gonzague.jourdain@phpt.org

Done in two original copies in the French language, one for FEI and the other for Beneficiary.

**Signed for France Expertise Internationale**

**Cyrille PIERRE,**  
**Director General**

Signature

Par délégation  
Michel BERLAUD  
Directeur général adjoint

Done at Paris, on (date)

Paris, 3/6/2013

**Signed for Beneficiary**

**First and last names, WASNA SIRIRUNGSI**  
**Post held DEAN**

Signature

W. Sirirungsi

Done at , on (date)

Chiang Mai, May 10, 2013

**ANNEXES FORMING AN INTEGRAL PART OF THIS AGREEMENT:**

**ANNEX I: TRAINING BUDGET**

**ANNEX II: FINANCIAL ACCOUNT DETAILS**