



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

FRAMEWORK PARTNERSHIP AGREEMENT ANNEX III – GRANT AGREEMENT WITH HUMANITARIAN ORGANISATIONS

Guidelines

These guidelines are drafted for information purposes only. They intend to provide a basis for a common interpretation of the standard formats of the FPA to both partners and ECHO staff. The guidelines do not replace nor supplement the General Conditions of the FPA. ECHO has the right to revise and update these guidelines at any time¹.

Clauses of the agreement	Comments
AGREEMENT NUMBER - [insert number]	[Plain text]: items to be filled in by ECHO.
The European Community (“the Community”), represented by the Commission of the European Communities (“the Commission”), itself represented for the purposes of signature of this agreement by [name, forename and function,], the Directorate General for Humanitarian Aid - ECHO, of the one part,	This is the identification of the official entitled to sign the agreement in the name of the Community.
And [full official name], [acronym] [full official address] (“the Humanitarian Organisation”), represented for the purposes of signature of this agreement by [name, forename and function] of the other part, hereafter referred to as “the Parties”,	The information that will appear here will be retrieved from the single form. The partner is responsible of the accuracy of the data. The person identified in section 12.3 of the single form will appear here. This person should sign the agreement unless otherwise specified in the cover note and provided the other person is registered within ECHO as a possible signatory for the partner grant agreements.
HAVE AGREED the following General Conditions, Special Conditions and Annexes :	These are the three elements of the agreement.
Annex I Description of the operation;	This annex is section 1 of the single form and should reflect the last version of the proposal presented by the Humanitarian Organisation and accepted by ECHO. ECHO cannot modify or correct the proposal sent by the partner.

¹ This version of the guidelines is based on the experience gained during the first months of implementation of the new FPA procedures. Modifications of the Annexes of the Framework Partnership Agreement, supporting documents or instructions do not require the signature of a new Framework Partnership Agreement. Future versions and updates of these guidelines can be identified by the version number that appears in the top right corner of the page. The version number identifies the date of production of the document. The first two digits identify the year, 05, the following two digits the month, 08, and finally the last two, the day, 10. A higher number will identify a more recent version.

<p>Annex II Summary of the estimated budget and financial plan of the operation;</p>	<p>This annex is drafted by ECHO on the basis of the information provided by the partner in the budget breakdown and in the single form.</p>
<p>which form an integral part of this grant agreement (“the agreement”).</p>	<p>The full text of the proposal is equally part of the agreement, (article 1.2 of the Special Conditions).</p>
<p>The General Conditions applicable to European Community grant agreements with Humanitarian organisations for humanitarian operations, (“the General Conditions”), annexed to the European Commission Framework Partnership Agreement, which the Humanitarian Organisation declares to have read and accepted, shall apply.</p>	<p>The text of the General Conditions is not annexed to individual agreements. The organisation declares having read them.</p> <p>In case of International Organisations’ Actions, the reference to the relevant framework agreement concluded between the Commission and the International Organisation should be included. The FAFA is set by default.</p>
<p>The terms set out in the General Conditions shall take precedence over those in the Annexes.</p> <p>The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement.</p>	<p>These are the rules that will be followed in case of contradictions between different elements of the agreement.</p>
<p><u>SPECIAL CONDITIONS</u></p>	
<p>ARTICLE 1 - PURPOSE</p>	
<p>1.1 Subject to the conditions established in this agreement, which the Humanitarian Organisation declares to have read and accepted, the Commission will contribute to the eligible costs of the humanitarian aid operation entitled [...](“the Operation”) implemented by the Humanitarian Organisation</p>	<p>ECHO will also insert <u>the country of operation</u> when not included in the title of the operation.</p>
<p>1.2 The description of the operation is annexed to this agreement, Annex I. The Humanitarian Organisation shall ensure that the operation is carried out in accordance with the description of the operation and the related proposal submitted on [insert date] and registered at the Humanitarian Aid Office under reference [...]. The proposal can be completed or modified subsequently where appropriate in accordance with article 10 of the General conditions. The proposal and any possible additional information and modifications are an integral part of this agreement.</p>	<p>The operation has to be implemented in accordance with the last version of the proposal.</p> <p>The date is the date of submission of the last version of the proposal.</p> <p>For further details on the procedure for amending the agreement: cf. Fact Sheet on modification of agreements.</p>
<p>1.3. The Humanitarian Organisation accepts the financial contribution and undertakes to do everything in its power to carry out the operation, acting on its own responsibility.</p>	<p>Cf. Article 3 of the General Conditions.</p>
<p>1.4 The Humanitarian Organisation will implement the operation in accordance with the principles, provisions and procedures established in the European Commission Framework Partnership Agreement with Humanitarian Organisations for the financing of humanitarian aid operations.</p>	

ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT		
2.1	<p>Subject to the conditions laid down in article 9 of the General Conditions, the agreement shall enter into force on the date of reception by the Commission of one of the originals of the grant agreement duly signed by both Parties.</p>	<p>The agreement produces effects only once it has entered into force.</p>
2.2	<p>The implementation period of the agreement shall run for [insert “round” number] months from [insert date] (“the start date of the operation”).</p>	<p>The implementation period of the agreement should in principle equal the period of eligibility of expenditures. However, in some exceptional cases (e.g. emergency operations), the eligibility period can be longer, but not more than one month..</p>
ARTICLE 3 – FINANCING THE OPERATION		
3.1	<p>The direct costs of the operation eligible for Community financing are estimated at EUR [...]. In accordance with article 15.5 of the General Conditions, a fix percentage of direct eligible costs, not exceeding 7%, shall be eligible as indirect costs. Accordingly, indirect costs are calculated at EUR [...]. The total eligible costs of the operation are estimated at EUR [...], as set out in the summary budget in Annex II.</p>	<p>When the grant agreement is financed by the European Development Fund, the references to the Community will be replaced by “European Development Fund” whenever the text of the agreement deals with financial contributions.</p> <p>Indirect costs cannot be higher than the amount of the Community contribution established in article 3.2 below.</p> <p>The total eligible costs figure is the result of the addition of direct and indirect cost, and, where applicable, the contingency reserve.</p> <p>Annex II, Budget summary and financial plan, is drafted by ECHO on the basis of the information provided by the partner in section 11 of the single form and in the budget breakdown form.</p>
3.2	<p>The European Community undertakes to finance a maximum of EUR [...], equivalent to [...%] of the estimated total eligible costs specified in paragraph 1.</p>	<p>When the total eligible costs at the end of the operation are lower than the figure that appears in article 3.1 of the Special Conditions, the financial contribution of the Commission may be limited to the amount resulting by multiplying the figure of the expenditure declared eligible by the percentage laid down in this article.</p> <p>In case of International Organisations interventions, the reference to the percentage is not applicable in the case of Multi-donor Actions.</p>
3.3	<p>Subject to the conditions laid down in article 15 of the General Conditions, expenditure is eligible from [insert date].</p>	<p>As a general rule, the date of eligibility of expenditure is the starting date of the operation, unless ECHO has specifically agreed otherwise.</p> <p>For well-substantiated reasons, an earlier date can be established, but not before the date of submission of the proposal. However, in Primary emergency and Emergency operations, expenditure can be declared eligible from the date when the humanitarian crisis unfolds, even if the proposal is submitted at a later date.</p>

3.4. The final amount of the European Community contribution shall be determined in accordance with article 18 of the General Conditions.	Note in particular articles: 18.2, 18.3 and 18.6
ARTICLE 4 – SUBMISSION OF REPORTS	
4.1 <u>Option 1</u>	Whenever options are presented in the text, ECHO will delete the option that is not applicable. Option 1 is for primary emergency operations, emergency operations and other operations up to six months of duration.
<i>The humanitarian organisation shall submit an interim report on the operation's implementation with a statement of the costs incurred and a financial report at least one month before the end of the implementation period established in article 2.2 hereof.</i>	Where applicable (in the cases of 100% grants), the humanitarian organisation will have to provide, together with this report, the information referred to in Article 7.4 of the General Conditions. For further information: cf. the guidelines of the single form
<i>The humanitarian organisation shall submit the final narrative and financial reports within six weeks after the end of the implementation period of the agreement.</i>	If the duration of the agreement is extended beyond six months, the modification should also include option 2 below and final reports will be due 3 months after the end of the implementing period.
<u>Option 2</u>	Option for all operations longer than six months. The interim report should be sent half way through the implementing period.
<i>Within the first [...] months following the start date of the operation, the humanitarian organisation shall submit an interim report with a statement of the costs incurred and a financial report, covering the first [...] months of its implementation.</i>	The Commission may terminate the agreement if interim reports are not submitted (Article 13.2 (b) of the General Conditions).
<i>The humanitarian organisation shall submit a report on the operation's implementation, focussing, in particular, on the achievements and results, one month before the end of the implementation period established in article 2.2 hereof.</i>	Where applicable (in the case of 100% grants), the humanitarian organisation will have to provide, together with this report, the information referred to in Article 7.4 of the General Conditions.
<i>The humanitarian organisation shall submit the final narrative and financial reports within three months after the end of the implementation period of the agreement.</i>	Late submission of reports for pre-financing payments in future operations can have negative consequences
4.2 Subject to Article 2 of the General Conditions, reports shall be submitted in [two] paper copies, together with an electronic version.	The language of the proposal determines the language to be used for drafting the agreement, unless otherwise expressly requested by the partner. In case of an Action implemented by an international organisation, one paper version (additionally to an electronic version) is usually requested to the partner, but ECHO may ask for more versions if needed.

ARTICLE 5–PAYMENT ARRANGEMENTS	
<p>5.1 Pre-financing payments</p> <p>In accordance with article 16.2 of the General Conditions, the Commission shall make a payment of pre-financing of EUR [...], representing [...%] of the amount specified in article 3.2 hereof.</p>	<p>From 50% up to 80%, to be established taking into account past record of the Organisation in particular as regards timely submission of reports and budget execution. The risk profile of the humanitarian organisation and the specific needs of the operation may also be taken into account to establish the rate of pre-financing.</p>
<i>Option</i>	
<p><i>On production of the interim narrative and financial reports, an additional payment of pre-financing of EUR [...], representing [...%] of the amount specified in article 3.2 hereof may be granted when 70% of the previous payment has been used up.</i></p>	<p>A second pre-financing payment is an option; this paragraph should only be included when the first payment amounted to 50%.</p> <p>Partners have to submit the form requesting the payment.</p>
<p>5.2 Payment of the balance</p>	
<p>The request for payment of the balance shall be accompanied by the final narrative and financial implementation reports specified in article 2 of the General Conditions. The approval of the final reports will be done in accordance with the procedure established in article 16.4 of the General Conditions.</p>	<p>Partners have to submit the form requesting the payment of the balance.</p>
ARTICLE 6 – BANK ACCOUNT	
<p>Payments shall be made to the Organisation’s bank account denominated in EURO indicated below:</p> <p>Name of bank: [...] Address of branch: [...] Precise denomination of the account holder: [...] Full account number (including bank codes): [...] IBAN account code, (or BIC country code if the IBAN code does not apply): [...]</p>	<p>This information is retrieved from the single form.</p> <p>When partners use a new bank account non-registered by ECHO, partners have to submit the bank account identification form.</p>
ARTICLE 7– CONTACT ADDRESSES	
<p>Any communication relating to this agreement shall be in writing, shall state the number of the agreement and title of the Operation, and shall be sent to the following addresses:</p>	<p>This article refers to communications that will be formally registered by the archives of the Parties.</p> <p>Whenever e-mails, faxes or any other form of electronic communication are used, it is necessary to send a paper copy signed by the authorised person to guarantee that the communication is formally registered.</p>
<p>To the Commission:</p> <p>European Commission Humanitarian Aid Office Mr/Mrs [...] Head of Unit ECHO [...] B- 1049 Brussels Belgium.</p>	

<p>To the Organisation:</p> <p>[Name of the Humanitarian organisation] Mr/Mrs [...] [Function] [Full official address]</p>	<p>This information is retrieved from section 12.4 of the single form.</p>
<p>ARTICLE 8 – DATA PROTECTION</p>	
<p>Any personal data included in the agreement will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movements of such data. The data will only be processed for the purposes of the performance, management and follow up of the agreement by the European Commission's Humanitarian Aid Office without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in conformity with Community law. The data subject may, upon request, obtain the communication of his/hers data and rectify any inaccurate or incomplete personal data. Should the data subject have any queries concerning the processing of his/hers data, he/she shall address them to European Commission's Humanitarian Aid Office. As regards the processing of personal data, the data subject has a right of recourse at any time to the European Data Protection Supervisor.</p>	<p>This article commits the Commission to protect all the personal data included in the agreement, its annexes, the proposal, reports and any other communication related to the implementation of the operation.</p>
<p><i>ARTICLE 9 – SPECIFIC CONDITIONS APPLYING TO THE OPERATION</i></p>	<p>Article 9 is optional. It should be deleted if it is not applicable.</p> <p>It is strongly recommended to introduce the relevant specific conditions in the original version of the agreement, rather than having to amend the agreement once the implementation has started.</p>
<p><i>9.1 The following shall supplement the General Conditions:</i></p> <p><i>9.1.1 [.....]</i></p>	<p><i>It is also possible to introduce specific conditions to supplement the special conditions.</i></p>
<p><i>9.2 The following derogations from the General Conditions shall apply:</i></p> <p><i>9.2.1 By derogation from article [.....]</i></p>	<p><i>Waivers of the procurement procedures have to be established here</i></p>
<p><u>SIGNATURES</u></p>	
<p>Done in two originals in the English language, one for the Commission and one for the Organisation.</p>	<p>The Commission will draft the agreement.</p>
<p>For the Organisation [name / forename / function] Signature</p>	
<p>For the Commission [name / forename / function] Signature</p>	<p>The Commission will send both original signed. Partners have to return only one of them signed</p>
<p>Done at [place], [date] Done at [place], [date]</p>	<p>The dates of signature of both Parties should not differ of more than ten days.</p>

ENCLOSURES	
Annex I Description of the Operation;	
Annex II Summary of the estimated budget and financial plan of the Operation.	