



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

GUIDELINES GRANT/CONTRIBUTION AGREEMENT WITH HUMANITARIAN ORGANISATIONS

These guidelines are drafted for information purposes and intend to provide a basis for a common interpretation of the standard format of the Grant Agreement (Annex II of the Framework Partnership Agreement ("FPA")). As the format of the Grant Agreement (hereafter referred to as "the Agreement", or "the Special Conditions"), used for NGOs is similar to the format of the Contribution Agreement used for UN agencies and International Organizations, these guidelines also apply mutatis mutandis to Contribution Agreements.

Clauses of the agreement	Comments
AGREEMENT NUMBER - [insert number]	Reference to be given by DG ECHO.
The European Community ("the Community"), represented by the European Commission ("the Commission"), itself represented for the purposes of signature of this agreement by [name, forename and function], Directorate-General for Humanitarian Aid - ECHO, of the one part,	This is the identification of the official ("Authorising Officer") entitled to sign the agreement in the name of the European 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 appears here is provided by the Organisation. The Partners are responsible for the accuracy of the data transmitted to DG ECHO and undertake to update data whenever necessary, in APPEL for NGOs, and in writing to DG ECHO B.2 for International Organisations. The person identified here shall be a legal representative, as indicated by the Partner under section 12.2 of the Single Form. This person must be included in the list of persons entitled to sign Grant Agreements on behalf of the Organisation.
HAVE AGREED the following General Conditions, Special Conditions and Annexes:	The Agreement is materially composed of 3 documents: the Agreement text defining the General Conditions, the Special Conditions, including Annexes I and II, and the last version of the Action Proposal sent by the Partner and accepted by DG ECHO.
Annex I Operational overview of the Action;	Annex I is the logical framework ("Log-frame") provided by the Organisation in section 4.3.1 of the Single Form.
Annex II Financial overview of the Action;	Annex II is the table provided by the Partner in section 11 of the Single Form.
which form an integral part of this grant agreement ("the Agreement").	The full text of the Proposal (i.e. the last version of the Single Form sent by the Partner and accepted by DG ECHO) also constitutes an integral part of the Agreement, even if it is not annexed to it.
The General Conditions applicable to European Community Grant Agreements with Humanitarian Organisations for Humanitarian Aid Actions , ("the General Conditions"), annexed to the European Commission Framework Partnership Agreement, which the Humanitarian Organisation	The text of the General Conditions is not annexed to individual Agreements, but by signing the Agreement the Organisation acknowledges having read and accepted them. In exceptional cases where the Organisation has not signed a framework agreement with DG ECHO, the

<p>declares to have read and accepted, shall apply.</p>	<p>General Conditions need to be signed and annexed to the Agreement. In case of Contribution Agreements signed with UN agencies, the relevant framework agreement between the European Commission and the Organisation referred to in this part is the FAFA.</p>
<p>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.</p>	<p>These are the rules that will be followed in case of contradictions or discrepancies between different elements of the Agreement.</p>
<p>SPECIAL CONDITIONS</p>	
<p>ARTICLE 1 – PURPOSE</p>	
<p>1.1 Subject to the conditions established in this Agreement, the Commission will contribute to the eligible costs of the humanitarian aid Action entitled [...] (“the Action”) implemented by the Humanitarian Organisation</p>	<p>The title of the Action is retrieved from section 1.2 of the Single Form and is the same as the first row in section 4.3.1 (Log-frame) of the Single Form. This part is an element that cannot be changed after the signature of the Agreement. As such if the title is to be changed, the ongoing Agreement is to be terminated and a new Agreement is to be signed.</p>
<p>1.2 The description of the Action is annexed to this Agreement (Annex I). The Humanitarian Organisation shall ensure that the Action is carried out in accordance with the description of the Action and the related proposal submitted on [...] and registered at the Directorate-General for Humanitarian Aid under reference [...]. The proposal and any possible additional information and modifications are an integral part of this Agreement</p>	<ul style="list-style-type: none"> - The date inserted here refers to the date of submission of the <u>last</u> version of the Proposal which was accepted by DG ECHO. It is the date indicated by the Partner in section 1.10 of the Single Form. - The reference number inserted here is attributed by DG ECHO and notified to the Organisation at the time of <u>the</u> submission of the <u>first</u> version of the Proposal. - The 'additional information and modifications' referred to in this part are those defined in Article 11 of the General Conditions.
<p>1.3. This Agreement will be subject to the procedures applicable for [A or P] control mechanism as defined in Article 11 of the Framework Partnership Agreement</p>	<p>"A" and "P" refers to the type of control mechanism applicable to the Action defined in Article 11 of the FPA (in case of International Organisations, in Articles 1.4 and 1.5 of the General Conditions). Depending on the type of control, different requirements will apply. UN agencies and International Organisations covered by an FPA will always be subject to the P-control mechanism.</p> <p>The information inserted here is known to both the Organisation and to DG ECHO at the moment of signature of the Agreement. The Organisation must enter this information in section 1.9 of the Single Form. This part is an element that cannot be changed after the signature of the Agreement even if the applicable control mechanism has changed in the meantime.</p>
<p>ARTICLE 2 – ENTRY INTO FORCE OF THE AGREEMENT AND IMPLEMENTATION PERIOD OF THE ACTION</p>	
<p>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.</p>	<p>The Agreement produces effects only once it has entered into force. The Commission sends <u>two</u> signed originals of the Agreement to the Organisation. The Organisation must sign the Agreement within the same calendar year as the Commission and return <u>one</u> original within 15 calendar days from receipt of</p>

	the two originals. If it fails to do so, the Commission can cancel the Agreement.
2.2 The implementation period of the Action shall run for [...] months from [...] (“the start date of the Action”).	The first figure inserted is retrieved from section 1.5 of Single Form. The start date of the Action is retrieved from section 1.4 of Single Form The implementation period of the Action can equal the period of eligibility of expenditure (see below, Article 2.3 of the Special Conditions) or can be shorter. The implementation period can never start before the eligibility period.
2.3 Subject to the conditions laid down in Article 18 of the General Conditions, expenditure is eligible from [...].	The start date of eligibility of expenditure is requested by the Organisation in section 1.6 of the Single Form. As a general rule, the eligibility period ends at the end of the implementation period. Expenditure incurred after the end of the implementation period might only be considered eligible if related to winding-up activities (cf Article 18.1.c of the General Conditions).
ARTICLE 3 – FINANCING THE OPERATION	
3.1 The direct costs of the Action eligible for Community financing are estimated at EUR [...]. In accordance with Article 18.7 of the General Conditions, indirect costs are calculated at EUR [...], i.e. [...] % of the direct costs. The total eligible costs of the Action are estimated at EUR [...], as set out in the financial overview in Annex II.	Indirect costs can never exceed 7% of the direct costs and can never be higher than the maximum amount of the Community contribution established in Article 3.2 of the Special Conditions. The figure for the total eligible costs results from the sum of direct costs + indirect costs of the Action. When the Agreement is financed by the European Development Fund, the references to the sources of financing will be replaced as appropriate.
3.2 The European Community undertakes to finance a maximum of EUR [...], equivalent to [...] % of the estimated total eligible costs specified in paragraph 1.	The maximum amount and percentage can only be modified through a formal amendment to the Agreement (Supplementary Agreement, Article 11.5 of the General Conditions). In case of Multi-donor Actions with International Organisations, Contribution Agreements will only define an absolute (maximum) amount and not include a reference to a percentage of co-financing. For NGOs, the figure for the EC financial contribution is a maximum amount, and in case of co-financing, it is linked to the percentage of co-financing indicated in this Article.
3.3. The final amount of the European Community contribution shall be determined in accordance with Article 21 of the General Conditions.	In case of co-financing, when the total eligible costs at the end of the Action are lower than the corresponding estimate in Article 3.1 of the Special Conditions, the final EC financial contribution indicated in Article 3.2 may be reduced to the amount resulting from multiplying the percentage of co-financing specified in Article 3.2 by the expenditure declared eligible. When they are higher, the EC contribution will be limited to the maximum amount specified in Article 3.2.
ARTICLE 4 – SUBMISSION OF REPORTS	
4.1 [...] months before the end of the implementation period of the Action established in Article 2.2, the Humanitarian Organisation shall submit an Intermediate report on the Action's implementation, covering the implementation up to one month before	By default the figure inserted here will be 3 months for Actions of at least 6 months. However, depending on the duration and the characteristics of the Action, different reporting requirements might be established in this Article. This is without prejudice to the

<p>the reporting date.</p>	<p>possibility for DG ECHO to request additional information outside the compulsory reports (as foreseen by Article 1.3 of the General Conditions). The Intermediate report must be drafted using the Single Form. All relevant sections, including section 1.11 of the Single Form will have to be completed as appropriate (see Single Form guidelines). If the Organisation fails to comply with Article 4.1 of the Special Conditions without any valid justification, DG ECHO has the right to terminate the Agreement (see Article 10.2 and 16.2 b) of the General Conditions).</p>
<p>4.2 The Humanitarian Organisation shall submit the Final narrative and financial report within three months after the end of the implementation period of the Action.</p>	<p>The narrative Final report must be drafted using the Single Form. All relevant sections, including section 1.11 of the Single Form will have to be completed as appropriate (see Single Form guidelines). The financial Final report will follow the format of section 11 of the Single Form and can be derived from the Organisation's financial reporting documents (see Final Financial Reporting Guidelines). Failure to comply with this Article may lead to termination of the Agreement and entail financial consequences (see Articles 10.2, 16.3 b) and 21.2 of the General Conditions).</p>
<p>ARTICLE 5–PAYMENT ARRANGEMENTS</p>	
<p>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 [...], representing [...%] of the amount specified in Article 3.2 hereof.</p>	<p>The amount of pre-financing established in this Article can represent <u>either 50% or 80%</u> of the maximum EC contribution specified in Article 3.2 of the Special Conditions. The level of pre-financing will be decided by DG ECHO taking into account the specificities of the Action and the Partner. As a general rule, the following criteria are used:</p> <ul style="list-style-type: none"> - grant agreements of less than or equal to 6 months: 80% - grant agreements between 6 and 12 months: <ul style="list-style-type: none"> • first 50%, then 30%, but • 80% where possible. - grant agreement of more than 12 months: <ul style="list-style-type: none"> • first 50%, then 30%. - pre-financing rates for International Organisations: <ul style="list-style-type: none"> • Contribution agreements with UN and IOs who signed an FPA/IO: 80%. • Contribution agreement with IOs who did not sign an FPA/IO: first 50%, then 30%. - exception to the above rates for IOs and NGOs: if A-control mechanism and funding exceeds threshold: first 50%, then 30%.
<p><u>Option</u> Upon request and when duly justified, an additional pre-financing payment of EUR [...], representing [...%] of the amount specified in Article 3.2 hereof may be made when 70% of the previous payment has been used up.</p>	<p>A second pre-financing payment is optional and only possible when the first pre-financing payment amounted to 50%. Only in this case, and only when 70% of the first pre-financing payment has been committed, may the Organisation request a second pre-financing payment, corresponding to 30% of the maximum EC contribution</p>

	<p>To obtain this second instalment, the Organisation will have to present a valid pre-financing payment request. A model letter, applicable both to pre-financing requests and to final payment requests, is available in the Final Financial Reporting Guidelines.</p> <p>If this letter is sent before the submission of the Intermediate report, an update of the information in Section 4.3 of the Single Form (focusing on main means and costs committed) and an updated financial overview (Annex II of the Grant Agreement) will be an appropriate means to justify the request. If the letter is sent after the Intermediate report has been submitted, an updated financial overview (Annex II of the Grant Agreement) will suffice to justify the request. For Actions under A-control mechanism, an updated version of Annex A of the Single Form on procurement procedures should be submitted by the Partner in all cases.</p>
<p>5.2 Payment of the balance The request for payment of the balance shall be accompanied by the Final narrative and financial reports 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.</p>	<p>Together with the Final report, the Organisation must submit a final payment request using the model letter available in the Final Financial Reporting Guidelines. In the absence of a valid request, the final payment cannot be executed.</p> <p>In order for a request for payment of the balance to be processed, the Final report must be accepted by the Commission.</p> <p>Without prejudice to possible suspensions of the processing period (in case of incomplete reports) or extensions of the processing period (in case of late reports), DG ECHO has 45 days to accept the report - either explicitly or by tacit consent - and another 45 days to verify the eligibility of the costs claimed (tacit approval is never possible).</p> <p>In case of repeated rejections of the payment request, the Agreement may be terminated (see Article 16.3 b) and 21.2 of the General Conditions).</p>
<p>ARTICLE 6 – BANK ACCOUNT</p>	
<p>Payments shall be made to the Humanitarian Organisation’s bank account denominated in EUR indicated below: 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 section 12.5 of Single Form.</p> <p>Bank accounts cannot be denominated in EUR in countries that do not accept EUR transactions.</p> <p>A change of bank account during the Action must be notified to DG ECHO's official email address (echo-central-mailbox@ec.europa.eu) and addressed to DG ECHO B.2. It will constitute a unilateral modification of the Agreement (Article 11.2 of General Conditions).</p> <p>A new bank account, not yet registered in the Commission, must be notified on the relevant financial identification form, certified by the bank (http://ec.europa.eu/budget/execution/ftiers_en.htm).</p>
<p>ARTICLE 7– CONTACT ADDRESSES</p>	
<p>Any communication relating to this Agreement shall be in writing, shall state the number of the Agreement, and shall be sent to the following addresses:</p>	<p>The rules concerning the means of transmission are laid down in Article 12.1 of the General Conditions. The Final Proposal, the Grant Agreement, Supplementary Agreements and the final reports must be sent on paper. For other communications, electronic transmission will suffice. For further</p>

	details, see Fact Sheet A.6.
<p>To the Commission: European Commission Directorate-General for Humanitarian Aid - ECHO Mr/Mrs [...] Head of Unit ECHO [...] B- 1049 Brussels Belgium Official email address: [echo-central-mailbox@ec.europa.eu] Person following the Agreement: [Name desk-officer] – [e-mail address of desk officer]</p>	<p>These data are established by DG ECHO. In case of electronic communication, only emails sent to the official email address (echo-central-mailbox@ec.europa.eu) are considered as an official communication.</p>
<p>To the Organisation: [Name of the Humanitarian organisation] Mr/Mrs [...] [Function] [Full official address] Official e-mail address: [...]</p>	<p>These data and the name of the legal representative signing the Agreement on behalf of the Organisation are retrieved from section 12.2 of the Single Form.</p>
<p>Person(s) following the Agreement: [Name] - [e-mail address]</p>	<p>The Organisation may provide the names of max. 2 more persons entitled to deal with this Agreement. These names are retrieved from section 12.3 of the Single Form. These persons can notify unilateral modifications and send amendment requests in accordance with Articles 11.2 and 11.3 of the General Conditions. They will <u>not</u> be entitled to sign Supplementary Agreements. DG ECHO will copy all communication related to this Agreement to these e-mail addresses.</p>
<p>ARTICLE 8 – SPECIFIC CONDITIONS APPLYING TO THE ACTION</p>	<p>Article 8 serves the purpose of introducing specific conditions either to supplement the General Conditions or to derogate from one or more of their provisions. It is strongly recommended to introduce the necessary specific provisions, if any, in the Agreement from the start, in order to avoid having to amend the Agreement once the implementation of the Action has begun.</p>
<p><i>8.1 The following shall supplement the General Conditions:</i> 8.1.1 [.....]</p>	<p>Specific conditions supplementing the Agreement refer to cases where one of the Parties wants to add provisions to the Agreement not foreseen in the existing clauses. If not applicable, indicate 'N/A'.</p>
<p><i>8.2 The following derogations from the General Conditions shall apply:</i> 8.2.1 By derogation from Article [...]</p>	<p>Derogations refer to cases where, for well-founded reasons, a clause forming part of an Agreement or of the rules applicable to the Agreement (such as the General Conditions and Annex IV) should not apply to the particular Agreement and another rule is to be applied instead. If not applicable, indicate 'N/A'. When relevant, waivers to the General Conditions have to be established here.</p>
<p><i>8.3 The rules applicable to [urgent], [multi-donor] actions shall apply to this Agreement</i></p>	<p>This information will be retrieved from sections 1.7 and 1.8 of the Single Form. If not applicable, for both options 'N/A' will be indicated. This part is an element that cannot be changed after the signature of the Agreement.</p>
<p>SIGNATURES</p>	
<p>Done in two originals in the English language, one</p>	<p>The Commission drafts the Agreement in two originals,</p>

for the Commission and one for the Humanitarian Organisation.	then signs and sends both of them to the Organisation. The Organisation must sign the Agreement within the same calendar year as the Commission and return <u>one</u> original within 15 calendar days from receipt of the <u>two</u> originals. The Organisation may keep the other original for its records. The language of the Agreement is, in principle, determined by the language of the Single Form, which also determines the language to use for reporting.
For the Humanitarian Organisation [name / forename / function] Signature	Signature of the Organisation's legal representative identified on the first page of the Agreement and in section 12.2 of the Single Form.
For the Commission [name / forename / function] Signature	Signature of the Commission's Authorising Officer identified on the first page of the Agreement.
Done at [place], [date] Done at [place], [date]	The two dates of signature should be <u>in the same calendar year</u> (Article 9.2 of the General Conditions).
ENCLOSURES.	
Annex I Operational overview of the Action	The log-frame (section 4.3.1 of the Single Form) will be Annex I of the signed Agreement. It has to give a concise overview of the different elements of the Action. More detailed information, including the means and costs, will be reported in section 4.3.2. of the Single Form, which is not annexed.
Annex II Financial overview of the Action	The table in section 11 of the Single Form will constitute Annex II of the signed Agreement. This financial overview is also strongly linked to the Final financial report. For more details, please see the Final Financial Reporting Guidelines.
Material error in the Agreement	In case a material error is identified in the text sent for signature, the Parties to the Agreement shall inform each other as soon as the error is identified. The correction of the material error is without prejudice to the entering into force of the Agreement. Correction of a material error is done in writing based on a standard letter available under the link: http://www.cc.cec/dgintranet/echo/index_en.htm - this link is only accessible for DG ECHO staff.