



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR EUROPEAN CIVIL PROTECTION AND HUMANITARIAN AID  
OPERATIONS (ECHO)  
Directorate [...]   
Unit [...]

## EUROPEAN UNION HUMANITARIAN AID CONTRIBUTION AGREEMENT

Project: <Project reference> - Agreement Number <Agreement Number>  
(the "Agreement")

The **EUROPEAN UNION**, represented by the European Commission,  
first counterparty,

and

<Full official name as mentioned in the LEF>

<Full legal address>

hereinafter the “**Organisation**”,

[and]

<Full official name as mentioned in the LEF of Partner>

<Full legal address>

Repeat as many times as Partners

, second counterparty, (individually a "Party" and collectively the “Parties”) have agreed as follows:

## SPECIAL CONDITIONS

### Article 1 - Purpose

- 1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action <fill in the title of the project, country> as described in Annex I (the “Action”). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the European Commission.
- 1.2 **Select one option:**  
[The Action is fully financed by the EU Contribution.]  
**or**  
[The Action is a Multi-Donor Action and the EU Contribution is not earmarked.]

- 1.3 The Organisation declares that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

As provided for in Article 2.2 of Annex II, in case Grants and/or Procurement Contracts will be awarded by the Organisation during the implementation of the Action, insert the following and select options accordingly:

[In the performance of the activities, the Organisation shall:

- [Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment If applicable, insert:[, complemented with the ad-hoc measures laid down in Article 7]][, and]
- [Apply its own rules and procedures for the award and management of Grants, which have been assessed [in the Ex-ante Pillar Assessment] If applicable, insert:[, complemented with the ad-hoc measures laid down in Article 7]].]

- [1.3bis In case of Multi-Partner Contribution Agreements include:

This Agreement is a Multi-Partner Contribution Agreement.

<names of pillar-assessed entity> [is a/are] pillar-assessed Partner[s] for the purposes of this Agreement].

As provided for in Article 2.2 of Annex II, in case Grants and/or Procurement Contracts will be awarded by the concerned partner during the implementation of the Action, insert the following and select options accordingly (repeat as many times as pillar-assessed Partners):

[In the performance of the activities, < name of pillar-assessed Partner >shall:

- [Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed [in the Ex-ante Pillar Assessment If applicable, insert:[, complemented with the ad-hoc measures laid down in Article 7]][, and]
- [Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment If applicable, insert:[, complemented with the ad-hoc measures laid down in Article 7]].]

The pillar-assessed Partner[s] declare[s] that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.].

- 1.4 The Action is financed under <indicate the relevant Instrument>.

- 1.5 For Organisations which have established an arrangement to provide annually a global management declaration covering more than one Contribution Agreement:

The Organisation shall provide annually a global management declaration to the European Commission headquarters.

- 1.5 For Organisations in all other cases: The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress report (related to a payment request) and final report.

- [1.6 This Agreement is subject to the provisions of <reference to any relevant financial framework partnership agreement between the European Commission and the Organisation and, if relevant, the pillar-assessed Partner(s)>.]

## Article 2 - Entry into Force and Implementation Period

### Entry into Force

2.1 The Agreement shall enter into force on the date when the last Party signs.

### Implementation Period

2.2 The implementation period of the Agreement (the "Implementation Period") shall commence on **<insert date>**.

2.3 The Implementation Period of the Agreement is **<indicate the number of months>** months.

## Article 3 - Financing the Action

3.1 The total cost of the Action<sup>1</sup> is estimated at ("Currency of the Agreement") **EUR <insert amount>**, as set out in the Financial Statement of Annex I. The European Commission undertakes to provide a contribution up to a maximum of **EUR <insert amount>** (the "EU Contribution").

The final amount will be established in accordance with Articles 16 to 18 of Annex II.

### **Remuneration**

#### **In case of Mono-Partner Contribution Agreement**

3.2 The remuneration of the Organisation by the European Commission for the activities to be implemented under this Agreement shall be **<enter percentage not exceeding 7% >** of the final amount of eligible direct costs of the Action to be reimbursed by the European Commission.

#### **In case of Multi-Partner Contribution Agreement**

3.2 The remuneration of the Organisation by the European Commission for the activities to be implemented by the Organisation under this Agreement shall be **<enter percentage not exceeding 7% >** of the final amount of eligible direct costs of the Action to be reimbursed by the European Commission incurred by the Organisation.

#### **Repeat as many times as pillar-assessed Partners**

The remuneration of the **< name of pillar-assessed Partner >** by the European Commission for the activities to be implemented by the **< name of pillar-assessed Partner >** under this Agreement shall be **<enter percentage of not exceeding 7% >** of the final amount of eligible direct costs of the Action incurred by the **< name of pillar-assessed Partner >**.

### **Interest on pre-financing**

3.3 **When the rules of the Organisation do not provide for the reimbursement of interest on pre-financing:** Interest generated on pre-financing shall not be due.

3.3 **When the rules of the Organisation provide for the reimbursement of interest on pre-financing in order to ensure equal treatment of donors:** [Interest on pre-financing shall be treated as follows:]

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<sup>1</sup> This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU Contribution.

## Article 4 - Payment Arrangements and Reporting

- 4.1 The pre-financing rate is <....>%.<sup>2</sup>
- 4.2 Payments shall be made in accordance with Article 17 of Annex II.
- 4.3 *Either* [...] months before the end of the implementation period of the Agreement, the Organisation shall submit a Progress Report on the Action's implementation, covering the implementation up to one month before the reporting date.] *or* [Not applicable.].<sup>3</sup>
- 4.4 The Organisation shall submit the final payment request and the Final Report within [...] months after the end of the implementation period of the Agreement as specified in the Special Conditions and pursuant to Article 17 of Annex II.

## Article 5 – Communication language and contacts

- 5.1 All communications to the European Commission in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English, or where appropriate, in French.
- 5.2 Any communication relating to the Agreement, shall be made in writing via the electronic exchange system developed by the Commission and to which the Organisation has been granted access via an appropriate authentication system. Access to the electronic exchange system is subject to a unique username and password, and documents submitted via this medium shall be considered equivalent to signed documents. It is the responsibility of the Organisation to ensure the accuracy of the information supplied, to manage its own user rights and to take the necessary measures to avoid unauthorized access or use.
- 5.3 By way of exception to Article 5.2, where access to the electronic exchange system is not technically possible, communication relating to the Agreement may be made either electronically by e-mail or by postal delivery, mentioning the number of the Agreement.
- a) When such communication is made by the Commission through e-mail, it shall be sent to the e-mail address of the Organisation identified in the Single Form. Communication by postal delivery shall be sent to the postal address of the Organisation supplied through the electronic exchange system.
- b) When such communication is made by the Organisation by e-mail, it shall be sent to contact persons in the Commission responsible for the Agreement. When such communication is made by the Organisation by postal delivery, it shall be sent to the postal address of the Commission: European Commission, Directorate-General for European Civil Protection and Humanitarian Aid Operations (ECHO), B- 1049 Brussels, Belgium
- 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.
- 5.5 The Organisation shall designate a contact point 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.

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<sup>2</sup> Standard pre-financing rate is 80%

<sup>3</sup> When the Progress Report is not required, Article 4(x) herein shall indicate 'Not applicable'. By default, a Progress Report is not required in the case of urgent actions or short actions with a duration of less than 10 months, unless a Progress Report is operationally justified. This aspect should be discussed and agreed upon between the Parties before the Agreement is issued.

<sup>4</sup> The default reporting deadline is 3 months, but a different deadline may be used when operationally justified. This aspect should be discussed and agreed between the Parties before the Agreement is issued.

- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the European Commission and the authorised person designated by the Organisation.

## Article 6 - Annexes

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex I: Single Form (including the Action description, Action Budget<sup>5</sup> and Logical Framework of the Action)

Annex II: General Conditions for Humanitarian Aid Contribution Agreements

[Annex II.a: Provisions applicable only to Multi-Partner Humanitarian Aid Contribution Agreements]

[Annex III: Management Declaration template] This annex is not needed when there is an arrangement to provide annually a global Management Declaration

[Annex IV: <Any other annex that may be deemed necessary by the European Commission>]

- 6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II (including Annex II.a where applicable) and those of the other Annexes, the provisions of Annex II (including Annex II.a where applicable) shall take precedence.

Optional if a derogation or supplement to some of the articles of the Annexes is needed:

## Article 7 – Additional specific conditions applying to the Action

- 7.1 The following shall supplement Annex II:

- 7.1.x For costs of a project office<sup>6</sup> Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation and /or the Partner(s) 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 16.1 of Annex II;
- 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 Single Form (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;

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<sup>5</sup> Although there is no standard format or template set for the Budget, DG ECHO considers that the information to be included in the Organisation's own Budget should as a minimum include information equivalent to the Budget guidelines available at this link: <https://www.dgecho-partners-helpdesk.eu/download/referencedocumentfile/224>

<sup>6</sup> To be inserted where the specific action requires it. Depending on the usual costing practices of the Organisation, only part of the list of cost categories may be included.

- 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) Where costs of the project office are declared as actual costs, the Organisation and/or the Partner(s) declares as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.
- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.
- 7.1.x **Provision of general application** Where the communication of specific information to the Commission under Article 6.1 of the General Conditions would raise difficulties in light of the internal rules of the Organisation, both Parties commit to consult each other with a view to finding a mutually acceptable solution.
- 7.1.x **In case the Organisation is signatory of the mentioned FFPA with the European Commission.** Article 8 (“EU Restrictive Measures”) of the Financial Framework Partnership between the European Commission and Member State Organisations signed on 20 May 2019 shall be supplemented as follows:  
 “This provision shall not impede the effective delivery of humanitarian assistance to persons in need in accordance with the humanitarian principles and international humanitarian law. Persons in need shall therefore not be vetted.”
- 7.1.x **Provision of general application** The Organisation must implement the action in compliance with the following fundamental humanitarian principles and, in situations of armed conflicts, international humanitarian law:
- humanity: human suffering must be addressed wherever it is found, with particular attention to the most vulnerable in the population. The dignity of all victims must be respected and protected;
  - neutrality: humanitarian aid must not favour any side in an armed conflict or other dispute;
  - impartiality: humanitarian aid must be provided solely on the basis of needs, without discrimination between or within affected populations;
  - independence: means the autonomy of the humanitarian objectives from political, economic, military or other objectives and serves to ensure that the sole purpose of humanitarian aid remains to relieve and prevent the suffering of victims of humanitarian crises.

**In case the Organisation and/or any of its Partner(s) has not concluded a special arrangement with the European Commission (for example, through a financial framework partnership agreement) on the respect of EU restrictive measures, please insert the clauses below. It is underlined that in case of Multi-Partner Contribution Agreements and in accordance with Article 5 of Annex II.a, the insertion of the**

clauses below remains without prejudice to such special arrangements, concluded with the Organisation and/or its Partner(s), which shall prevail.

7.1.x Article 1 of the General Conditions is supplemented by the following definitions:

- EU Restrictive Measures: restrictive measures adopted pursuant to the Treaty on European Union (TEU) or to the Treaty on the Functioning of the European Union (TFEU).
- Restricted Person: any entities, individuals or groups of individuals designated by the EU as subject to the EU Restrictive Measures<sup>7</sup>.

7.1.x Article 2 of the General Conditions is supplemented as follows:

2.12

- (a) In their contractual relationship the Parties recognise that under EU law no EU funds or economic resources are to be made available directly or indirectly to, or for the benefit of, Restricted Persons.
- (b) The Organisation shall ensure that no transaction subject to a verified hit against the EU sanctions list shall benefit directly or indirectly from EU funding. The Organisation commits to ensure this i) through screening for hits against EU sanctions before any direct contracts it concludes and ii) at subsequent levels through the Organisation's risk based due diligence.

The Organisation will implement this obligation through the following measures:

- (i) The Organisation shall screen for hits against the EU sanctions list, before entering into, and before making payments under, the relevant agreements, each Contractor and Implementing Partner with whom the Organisation has or is expected to have a direct contractual relationship, so as to assess whether such recipient is a Restricted Person.
- (ii) The Organisation shall ensure, through screening or through other appropriate means (that may include an ex-post verification) on a risk based approach basis, that no entity that has or is expected to have a direct contractual relationship with a Implementing Partner in relation to the implementation of the Action and that would receive EU funding ("Indirect Recipient"), is a Restricted Person.
- (c) In the event that the Organisation assesses that any of the recipients of the EU funding referred to in subparagraphs (b)(i) and (b)(ii) is a Restricted Person, and the Organisation decides that the transaction should proceed notwithstanding a verified hit against EU sanctions, the Organisation shall promptly inform the European Commission. Should the European Commission consider that the use of the EU funding in connection with the Agreement would result in a breach of the EU Restrictive Measures, the European Commission shall notify the Organisation within twenty-five (25) Days of the date of the receipt of the Organisation's notice pursuant to the immediately preceding sentence. If the European Commission does not notify the Organisation pursuant to this subparagraph, the European Commission shall be deemed to have no objection.
- (d) If the European Commission notifies the Organisation pursuant to the immediately preceding subparagraph, the Organisation and the European Commission shall promptly consult each other with a view to jointly determining remedial measures in accordance with their respective applicable legal frameworks. These measures may include, but shall not be limited to: (A) the reallocation of the relevant portion of the EU funding net of any costs incurred by the Organisation for undertaking any procurement or award procedure unless in case of the Organisation's gross negligence or wilful misconduct; (B) recovery by the European Commission from the

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<sup>7</sup> Consolidated list (the "EU sanctions list") presently available at <https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>. Note that the EU Official Journal is the official source of EU law and, in case of conflict, its content prevails.



Organisation of the amount of the EU funding provided directly or indirectly for the benefit of a recipient referred to in subparagraphs (b)(i) and b)(ii) that is a Restricted Person under the Agreement. Where appropriate, a combination of remedial measures may be applied. Where remedial measures cannot be agreed or if the Organisation nonetheless decides to proceed with a transaction, the corresponding amount shall not be charged (including through the application of the notional approach) to (i) the Action where the Action is exclusively financed by the EU, or in case the Action is Multi-Donor and the maximum EU Contribution is expressed as a percentage of total eligible costs of the Action; or (ii) to the EU Contribution in all other cases. This is without prejudice to any rights that the European Commission may have to suspend or terminate this Agreement or to recover any EU funding contributed by the European Commission to the Organisation.

- (e) The determination of remedial measures will be made in accordance with the principle of proportionality. Remedial measures shall apply only to the EU funding made available to, or for the benefit of, a recipient referred to in subparagraphs (b)(i) and (b)(ii) for the period during which it remained a Restricted Person.
- (f) For the avoidance of doubt, the Parties acknowledge that if a recipient of the EU funding becomes a Restricted Person after the date on which such EU funding was made available to, or for the benefit of, such recipient, subparagraphs (c) and (d) shall not apply to the EU funding made available to, or for the benefit of, the Restricted Person before its listing.
- (g) Preceding subparagraphs (a) to (f) are without prejudice to the exceptions contained in the EU Restrictive Measures.
- (h) The European Commission will not intervene in the Organisation's processes for selecting and engaging with recipients in full respect of the Organisation's Regulations and Rules.
- (i) Without prejudice to above letters (a) to (h), the provisions shall not impede the effective delivery of humanitarian assistance to persons in need in accordance with the humanitarian principles and international humanitarian law. Final Beneficiaries shall therefore not be vetted.]]

## 7.2 The following derogations from Annex II shall apply:

- 7.2.x If justified and agreed, derogation from field visibility obligations By derogation from Article 7 of the General Conditions, the Commission agrees to forego visibility actions in the field related to the implementation of the Action as it would harm the safety of any persons involved in the implementation of the Action.

## 7.3 The following shall apply to this Agreement:

Where the corresponding Financing Decision provides for specific conditions to protect the security and the public order of the Union and/or its Members States pursuant to Article 136 of the EU Financial Regulation (please note that depending on such conditions other supplementary (Article 7.1) and/or derogatory conditions (Article 7.2) might be needed):

[7.3.x <insert relevant specific conditions>]



The European Commission and the Party(ies) mutually accept the validity of their qualified electronic signatures and recognise the latter as equivalent to hand-written signatures<sup>8</sup>.

**If requested by the Organisation:** The Organisation also signs this Agreement on behalf of all Partners.

Done in Brussels in the English language.

**For the Organisation**

Name SURNAME

Position

Date

Signature

**For the European Commission**

Name SURNAME

Position

Date

Signature

**[For < name of pillar-assessed Partner > insert as many as Partners when the Organisation does not sign on behalf of all Partners.**

Name

Position

Signature

Date

]

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<sup>8</sup> Contribution agreements may be concluded through the use of a ‘qualified electronic signature’ (QES), in compliance with Regulation (EU) No 910/2014 and recognized by the latter having equivalent legal effect to a hand-written signature (see note Ares(2020)7573858 for more details), where both the applicable law and the dispute settlement forum are in an EU Member State (e.g. contribution agreements concluded with Member States Organisations).

In case the applicable law and the dispute settlement forum are not in an EU Member State (e.g. contribution agreements signed with International Organisations), contribution agreements may be concluded ‘electronically’ subject to the introduction, in these Special Conditions, of ad-hoc provisions through which the Parties recognize the validity of each other’s electronic signatures. In this context, please note that the Commission may only use and recognize the QES, which is equivalent to a hand-written signature, in accordance with the above-mentioned EU Regulation.

**ANNEX I**

**DESCRIPTION OF THE ACTION**

**contained in e-Single Form**

**< LAST VERSION APPROVED e-SF >**