

## **ANNEX II.a – Provisions applicable only to Multi-Partner Humanitarian Aid Contribution Agreements**

### **Article 1: Parties to Multi-Partner Contribution Agreements**

Where the Organisation implements the Action in association with Partners, the Partners become Parties to the Agreement together with the Organisation. The provisions contained in Annex II apply to Partners *mutatis mutandis*, subject to the provisions of this Annex.

### **Article 2: Additional obligations of the Organisation**

In addition to the obligations set out in Annex II the Organisation shall:

- a) perform the activities as described and assigned to it in the Single Form;
- b) ensure coordination with all Partners in the implementation of the Action;
- c) be the intermediary for all communications between the Partners and the European Commission;
- d) be responsible for supplying without delay all documents and information to the European Commission which may be required under this Agreement, in particular in relation to the narrative reports, the requests for payment and the relevant management declarations and audit opinions - where applicable - from all Partners. Where information from the Partners is required, the Organisation shall be responsible for obtaining and consolidating this information before passing it on to the European Commission. Any information given, as well as any request made by the Organisation to the European Commission, shall be deemed to have been given in agreement with all Partners;
- e) inform the European Commission of any event likely to affect or delay the implementation of the Action, including as regards allegations of sexual exploitation and abuse and/or sexual harassment, in accordance with Article 2.10 of Annex II;
- f) inform the European Commission as soon as the information is available, of any change in the legal, financial, technical, organisational or ownership situation of any of the Partners, as well as of any change in the name, address or legal representative of any of the Partners;
- g) be responsible in the event of monitoring and evaluations, as described in Article 9 of Annex II, for collecting and providing all the necessary documents;
- h) establish the payment requests in accordance with the Agreement;
- i) be the sole recipient, on behalf of all the Partners, of the payments of the European Commission. The Organisation shall ensure that the appropriate payments are then made to the Partners without unjustified delay;
- j) where relevant, repay funds to the European Commission in line with Article 14 of Annex II without prejudice to Article 6;
- k) not delegate any, or part of, the tasks listed above to the Partners or other entities.

### **Article 3: Obligations of the Partners**

The Partners shall:

- a) perform the activities as assigned to each Partner in the Single Form, taking all necessary and reasonable measures to ensure that the Action is performed in accordance with the Single Form and the terms and conditions of this Agreement;
- b) ensure that the Organisation has or obtains the data needed to draw up the reports, financial statements and other information or documents required by this Agreement and the annexes thereto, including any information needed in the event of monitoring or evaluations, as described in Article 9 of Annex II, as well as the relevant management

declarations and audit or control opinion referred to in Articles 3.10 to 3.12 of Annex II (this does not apply to those documents and Partners that fall within an arrangement with the European Commission to provide either of them globally, on an annual basis);

- c) ensure that all information to be provided and requests made to the European Commission are sent via the Organisation; including information related to allegations of sexual exploitation and abuse and/or sexual harassment, in accordance with Article 2.10 of Annex II, as well as allegations of violations of human rights, in accordance with Article 3.6 of Annex II;
- d) agree with the Organisation upon appropriate internal arrangements for the internal coordination and representation of the Partners vis-a-vis the European Commission for any matter concerning this Agreement, consistent with the provisions of this Agreement and in compliance with the applicable legislation(s);
- e) be responsible - in the event of audits, checks and investigations, as described in Article 15 of Annex II - for full cooperation in the protection of the Union's financial interests and, in particular, for providing all the necessary access, information and documents in accordance with Article 15.5 of Annex II, without prejudice to Article 5.

#### **Article 4: Termination and suspension**

4.1 Article 12 of Annex II is amended as follows:

- a) in the first paragraph of Article 12.1 of Annex II, “may terminate” shall be replaced by “may terminate or partially terminate” and “the Organisation” shall be replaced by “the Organisation or a Partner”. In addition to Article 12.1 and in respect thereof, the European Commission shall discuss prior to termination the possible reallocation of the tasks and responsibilities of the Partner or of the Organisation whose participation is terminated, in case of partial termination, among the remaining Partners and/or the Organisation, or on its possible replacement by a third party. If the European Commission agrees, the Agreement shall be amended accordingly in accordance with Article 10. If the European Commission does not agree, either Party may terminate the Agreement in accordance with Article 12.3.
- b) In duly justified cases, the Organisation may propose to terminate its participation or the participation of a Partner to this Agreement. For this purpose, the Organisation shall communicate to the European Commission the reasons for the proposed termination and the date on which it should take effect, as well as a proposal on the reallocation of the tasks and responsibilities of the Partner or of the Organisation whose participation is terminated, or on its possible replacement. The proposal shall be sent in due course before the termination is due to take effect. If the European Commission agrees, the Agreement shall be amended accordingly in accordance with Article 10. If the European Commission does not agree, either Party may terminate the Agreement in accordance with Article 12.3.

4.2 In the case of termination of the participation of a Partner or of the Organisation pursuant to Article 4.1 a) or b), the final payment regarding the activities allocated to the Partner concerned or to the Organisation shall be included in the next payment request following the amendment of the Agreement.

#### **Article 5: Financial framework partnership agreements and special arrangements**

Where the Organisation and one or more pillar-assessed Partners have each concluded a financial framework partnership agreement with the European Commission, the financial framework partnership agreement of the Organisation and each Partner shall apply for the purpose of this Agreement, except in relation to obligations on reporting and payments, to which only the Organisation's financial framework partnership agreement shall apply.

#### **Article 6: Financial responsibility**

The Organisation and each pillar-assessed Partner shall be financially responsible solely for the part of the Action to be implemented by it (including by its Contractors and Implementing Partner), as set out in the Single Form, or for the activities assigned to it during the implementation of the Action in case these are not defined in the Single Form. The European Commission shall recover any unduly paid or incorrectly used funds directly from the Organisation, unless the Organisation can demonstrate that amounts to be recovered under this Agreement only relate to activities that

have or should have been implemented by a pillar-assessed Partner pursuant to the Single Form. In such case, the European Commission will recover directly from the concerned defaulting pillar-assessed Partner.

#### **Article 7: Dispute settlement**

Where either the Organisation or at least one of the pillar-assessed Partners is an International Organisation, Article 13.4.b of Annex II shall apply to the entire Agreement. In case a dispute does only concern one or more Partners or only the Organisation, the dispute settlement mechanism foreseen in Article 13.4.b will apply between the European Commission and the relevant pillar-assessed Partner or the Organisation only.