



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

Framework Partnership Agreement with International Organisations

PREAMBLE

The European Community humanitarian Action is embedded in the right of victims of natural disasters, wars and outbreaks of violence, or other comparable exceptional circumstances, to international humanitarian assistance when their own authorities prove unable to provide effective relief. It is based on and guided by the respect of international humanitarian law and the core humanitarian principles of humanity, impartiality, neutrality and independence.

The prime aim of the European Community humanitarian assistance is to save and preserve life, prevent or reduce suffering and safeguard the dignity of populations of third countries before, during and in the aftermath of such natural disasters and man-made crises and to facilitate and obtain freedom of access to victims as well as the free flow of such assistance.

The European Community allocates humanitarian funding solely according to the victims' needs on the basis of impartial needs assessments. Funding decisions are not to be guided by or subject to other considerations. The aid will be provided in a timely manner in response to the urgency of the needs and continued for the period of time necessary to meet the humanitarian requirements.

In accordance with Article 3 of Council Regulation 1257/96 concerning humanitarian aid, Community funds may be used to finance the purchase and delivery of any product, equipment or service required for the implementation of humanitarian operations.

The European Community humanitarian assistance is delivered to the beneficiaries through Community funded programmes and projects that are designed and implemented by humanitarian International and non-governmental Organisations. The assistance provided includes notably the provision of food, water and sanitation, shelter and health services, short-term rehabilitation and reconstruction work, actions to protect victims of fighting and operations to ensure preparedness for risks of natural calamities in disaster-prone areas.

The Directorate-General for Humanitarian Aid - ECHO, is the Service of the European Commission responsible for managing the humanitarian assistance to third countries. ECHO's main mission is to fund the co-ordinated delivery of Community humanitarian assistance.

ECHO also works at promoting disaster preparedness -as part of an overall Commission Disaster Prevention and Preparedness approach- in order to reduce both vulnerability and exposure of people to risks and disasters as well as to reduce economic costs of such disasters.

Wherever and whenever possible, humanitarian assistance aims at facilitating together with other aid instruments, the subsequent return of affected populations to self-sufficiency paving the way for reconstruction and development activities.

Beyond the direct response to humanitarian needs in such situations, ECHO's policy also aims at contributing positively to the establishment at international level of a more integrated and sustainable approach to the solution of crises/problems of a complex nature.

ECHO's complementary mission aims at promoting and raising awareness of humanitarian issues on the part of decision-makers and the general public in order to ensure that these issues are properly publicised and dealt with in a way that fosters the overall effectiveness of humanitarian assistance.

With respect to the fulfilment of its mission, ECHO considers as its first duty towards the victims - its major stakeholders - to ensure that aid is delivered in the most relevant, effective and rapid manner acting in accordance with the provisions of Council Regulation 1257/96 on humanitarian aid.

ECHO is committed to transparency and accountability for the use of Community funds, not only for its own management but also for results of the operations funded. ECHO, as an active donor of humanitarian aid, intends to measure its own performance against the highest international standards.

ECHO will maintain a large and varied Partnership based on the assessment of the different capabilities and the recognition of the specific and diverse mandates given by the international community to some of its Partners. ECHO recognises the vital role and added value of non-governmental Organisations in providing humanitarian assistance.

ECHO will ensure that the quality of its Partners and of their operations meet high-level targets, in particular in terms of efficiency and accountability. In that sense, ECHO may support crosscutting activities that aim to improve the quality and effectiveness of the sector as a whole.

ECHO is committed to pursue the strengthening of its relationship with the Partner Humanitarian Organisations in such a way that these are given the appropriate legal, administrative and strategic framework in order to deliver aid in a relevant, effective and rapid manner.

In addition, ECHO is committed to involving its Partners in the programming and planning of humanitarian aid, and, when appropriate, to consulting with its Partners regarding the implementation of the Framework Partnership Agreement and its procedures, as well as upon other issues of mutual interest.

The purpose of the Framework Partnership Agreement is to define the reciprocal roles and responsibilities of the Partners in implementing humanitarian operations financed by the European Community with the aim of better achieving the objectives mentioned above.

The Partnership, which is set up by the Framework Partnership Agreement, is based on trust and on respect for the objectives, principles, and values set out in this Preamble. The signatory Parties undertake to promote and consolidate their relationship and their co-operation by ensuring that each one knows and respects the mandates, charters or statutes of the other and by recognising the specificity of each other's contribution to the humanitarian Action. Signatory Parties carry out their roles in the execution of operations funded by the European Community preserving their freedom and autonomy and assuming their responsibilities.

Where in the implementation of this Framework Partnership Agreement the Commission makes a financial contribution to an operation, programme or project implemented by a Humanitarian Organisation, the relevant grant agreement shall comply with the principles contained in the Framework Partnership Agreement.



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FRAMEWORK PARTNERSHIP AGREEMENT WITH INTERNATIONAL ORGANISATIONS

PROVISIONS

1. Focus on results

- 1.1. The International Organisation submissions of proposals pertaining to Actions for which European Community contributions are provided will include objectives and indicators of achievement to be agreed in contribution-specific agreements and to be reflected in subsequent work plans and reports.

Performance measures will be based on objectives that are specific, measurable, attainable, realistic and time-based. Indicators for the contribution-specific agreement may be linked to the more general indicators relevant for the whole Action.

- 1.2. Commission representatives shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of Actions that have received funding from the Commission. The results of such missions shall be reported to the Commission.
- 1.3. This is without prejudice to any evaluation mission that the Commission as a donor may wish to perform. In order to facilitate the coordination between International Organisation and Commission evaluation, International Organisation submissions of proposals will outline the proposed evaluation plan of the relevant Action.
- 1.4. Evaluation missions by Commission representatives should be planned and completed in a collaborative manner between International Organisation staff and Commission representatives, keeping in mind the commitment of both the International Organisation and the Commission to the effective and efficient operation of their agreement. These missions are to be planned ahead and procedural matters are to be agreed upon by the Commission and the International Organisation in advance. These essentially include such matters as timing and scope of the mission, questions the mission wishes to raise with the International Organisation's management, nature of programme information, and whether missions are to visit headquarters locations and/or field offices. All staff involved should bear in mind their limited resources in terms of availability and capacity in handling these visits. The mission will offer to make a draft of its report available to the International Organisation for comments prior to final issuance.

2. Reporting

- 2.1. Reporting, narrative as well as financial, shall cover the whole of the Action described in the relevant contribution-specific agreements and their attached budgets, regardless of whether this Action is wholly financed or co-financed by the Commission.

The contribution-specific agreement sets out the reports to be provided by the International Organisation to the Commission.

- 2.2. The Commission requests a specific format for the description of humanitarian aid Actions and their related budget in contribution-specific agreements. Actions' proposals and final reports, narrative as well as financial, shall follow the standard formats annexed to the Framework Partnership Agreement, Annexes I and II.
- 2.3. Reports to be submitted to the Commission will be in euros. These reports may be drawn from financial statements denominated in other currencies as per International Organisation statutory requirements. Where necessary, actual expenditure may be converted into euro using the rate of exchange at which the European Community's contribution was recorded in the International Organisation's accounts.
- 2.4. The Commission will consider establishing contribution-specific agreements, in particular for Multi-donor Actions, that coincide with the International Organisation's reporting cycles, so as to facilitate the use of the International Organisation's standard reports. This may entail, where the Action had to start before the contribution-specific agreement is signed, that costs incurred prior to the signature of such agreement are nonetheless eligible, if so determined case by case in such agreement. In such case these costs must be reported on.
- 2.5. Interim narrative and financial reports may not be submitted in the standard format, provided that a sufficient level of detail is provided in the International Organisation standard reports.

The narrative interim report shall directly relate to the relevant agreement and shall at least include:

- Summary and context of the Action;
- Activities carried out during the reporting period (i.e. directly related to the Action description and activities foreseen in the contribution-specific agreement);
- Difficulties encountered and measures taken to overcome problems;
- Changes introduced in implementation;
- Achievements/results by using indicators (to be included in the contribution-specific agreement);
- Work plan for the following period. If the report is sent after the end of the period covered by the preceding work plan, a new work plan, albeit provisional, is always required before such date.

- 2.6. In all cases a final report is required covering the whole period of implementation of the contribution-specific agreement. This must be received by the Commission within three months after the end of the implementation period specified in the contribution-specific agreement.

In the case of delay in the submission of the final report without an acceptable written explanation, the Commission may refuse to pay any outstanding amount and recover any amounts unduly paid.

- 2.7. In addition to the standard reports, the International Organisation will ensure that progress and situation reports, publications, press releases and updates, relevant to the contribution-specific agreement, are communicated to the Commission as and when they are issued.
- 2.8. The Parties shall endeavour to promote close collaboration and exchange of information between officials entrusted with the management of Actions on both sides. In particular, the Commission shall always be invited to join any donor committee that the relevant International Organisation might set up in connection with Multi-donor Actions.

3. Eligible direct costs

- 3.1. To be considered eligible as direct costs in the context of an Action financed or co-financed by the Commission, costs must:
- be necessary for carrying out the Action, be provided for specifically in the contribution-specific agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - have actually been incurred during the implementation period of the Action specified in the contribution-specific agreement, whatever the time of actual disbursement by the International Organisation. Notwithstanding the previous, expenditure related to the constitution of stocks by the International Organisation for use in connection with the Action object of the contribution agreement shall be also eligible when incurred before the date of submission of the Action proposal;
 - be recorded in the International Organisation's or International Organisation's partners accounts, be identifiable, backed by originals of supporting evidence, and verifiable pursuant to the provisions on the verification clause attached as the Annex.
- 3.2. Subject to the above, the following direct costs may in particular be eligible:
- the cost of International Organisation staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs. Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs will not exceed those normally borne by the International Organisation;

- travel and subsistence costs for International Organisation staff taking part in the Action, provided they do not exceed those normally borne by the International Organisation;
- purchase costs for equipment (new or used) which are attributable to the Action. Unless otherwise specified in the contribution-specific agreement, such equipment will be transferred to local authorities or partners (excluding commercial contractors) of the International Organisation or the final recipient of the Action at the end of this Action;
- purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
- costs directly arising out of, or related to, accepting or distribution contributions in kind;
- costs of consumables and supplies directly attributable to the Action;
- expenditure on contracting or expenditure incurred by the International Organisation partners directly attributable to the Action;
- the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action and/or to the proportion of Commission funding;
- costs deriving directly from the requirements of the contribution-specific agreement (dissemination of information, specific evaluation of the Action, specific reporting for Commission needs, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers);

3.3. The following costs shall not be considered eligible:

- debts and provisions for possible future losses or debts;
- interest owed by the International Organisation to any third party;
- items already financed from other sources;
- purchases of land or buildings;
- currency exchange losses;
- taxes, duties and charges (unless the International Organisation is not able to reclaim them and if allowed by the applicable regulatory provisions);

4. Eligible Indirect costs

- 4.1. For EC contributions, a fixed percentage of direct eligible costs, not exceeding 7 %, shall be eligible as indirect costs.

- 4.2. For comparable Actions, and Actions where there is more than one donor, the amount recovered shall not, in percentage terms, be higher or lower than for other comparable contributions.
- 4.3. Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of the contribution-specific agreement.
- 4.4. Where the rates applied in accordance with International Organisation's governing bodies' decisions exceed 7%, the International Organisation may recover the balance as direct eligible costs, subject to the provisions governing direct eligible costs referred to in Article 3 being fulfilled.

5. Contracting

- 5.1. When the International Organisation implements the Action in collaboration with other entities, the International Organisation will consider cost as one of the determining factors in deciding which activities will be contracted to other entities and which ones will be implemented directly, considering that contracting should not lead to increased costs over direct implementation by the International Organisation itself.
- 5.2. The International Organisation, in presenting its proposal for financing or co-financing by the Commission towards an Action will, as much as possible, provide details of contracting arrangements and partners envisaged. If the International Organisation entity cannot present full details of contracting arrangements, it will undertake to present them as soon as they are available. The International Organisation entity will also undertake to inform the Commission, with as much prior notice as possible, of changes in these arrangements.
- 5.3. The International Organisation is fully responsible for the co-ordination and execution of all contracted activities.

6. Procurement of goods, works and services

- 6.1. The procurement of any goods, works or services by the International Organisation in the context of an Action financed or co-financed by the Commission shall be carried out in accordance with the applicable rules and procedures adopted by the International Organisation.
- 6.2. This is based on the understanding that International Organisation's rules and procedures conform to internationally accepted standards, including the award of contract to the tender offering best value for money, in compliance with the principles of transparency and equal treatment for potential contractors, care being taken to avoid any conflict of interests. The provisions on the verification clause attached as the Annex shall apply.
- 6.3. In Multi-donor Actions, the Commission is prepared, to accept that the International Organisation's rules of origin apply. In other cases, the origin of the goods and the nationality of the companies selected for carrying out activities in an Action financed or co-financed by the Commission shall be determined by the Parties to a contribution-

specific agreement on a case by case basis, depending on the applicable regulatory provisions on each side.

- 6.4. In the event of failure to comply with the above provisions the relevant costs shall not be eligible for Commission funding.

7. Payment schedules

- 7.1. The Commission will apply the following contribution payments policy:

- 7.1.1. When the implementation period for which an EC contribution is provided does not exceed 12 months or the contribution is less than EUR 100 000, the Commission will provide a pre-financing payment of from 80% up to 95% of its contribution within 45 days of receiving the contribution-specific agreement signed by both parties.

The Commission will pay the balance within 45 days of approving the final report.

- 7.1.2. When the implementation period for which an EC contribution is provided exceeds 12 months and the contribution is of EUR 100 000 or more, the Commission will provide a pre-financing payment of from 80% to 95% of that part of the forecast budget for the first 12 months of an Action which is being financed by it within 45 days of receiving the contribution-specific agreement signed by both parties.

The Commission will pay the balance within 45 days of approving the final report.

- 7.1.3. Any report will be deemed approved 45 days after its reception, accompanied by a request for payment, if the Commission has not reacted.

If the Commission does not intend to approve a report, as submitted, it shall revert to the International Organisation with a request specifying the additional information it requires within the first 45-day period. The deadline for approving the report shall be suspended pending the receipt of the requested information. If the Commission deems that a payment request cannot be met, it shall revert to the International Organisation with a request specifying the additional information it requires within the second 45-day period. The payment period shall be suspended pending the registration of a properly formulated payment request.

- 7.1.4. The level of advance payment referred to in paragraphs 7.1.1 and 7.1.2 above shall be set at a level of between 80% and 95 % in 5% increments taking into account past record of the International Organisation in particular as regards timely submission of the final report.

8. The euro

- 8.1. All contribution-specific agreements between the International Organisation and the Commission shall be denominated in euro. All Commission payments to the International Organisation shall be made in euro.
- 8.2. Where feasible, EC contributions shall be maintained in euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.
- 8.3. Publicity pertaining to EC contributions shall quote these contributions in euro, in parenthesis if necessary. The International Organisation publications and reports prepared in response to, and in accordance with, its statutory directives are excluded from this provision.

9. Bank interest

- 9.1. For Multi-donor Actions, International Organisation rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.
- 9.2. In all other cases, interest earned by the International Organisation shall be identified as such and reflected in reports to the Commission. Interest earned shall be reimbursed to the Commission.

10. Other financial issues

- 10.1. In order to ensure that Commission funds will remain available, and can be fully utilised, EC contributions will be expressed as the lower of an absolute amount and a percentage of projected total eligible expenditures.

In the case of Multi-donor Actions, they will be expressed as absolute amounts rather than as percentages of projected total eligible expenditures where the final funding of the Action is not known at the time of signing the contribution-specific agreement.

Where the EC contribution is expressed as the lower of an absolute amount and a percentage of projected total eligible expenditures, and such percentage is likely to change, the International Organisation will consult the Commission without delay so as to agree on appropriate measures, such as increasing the percentage of eligible expenditures.

- 10.2. In the case mentioned in Article 2.4 above, the Commission may provide funding for an Action in progress provided that it has not started before the date on which the request for funding has been received.

In exceptional cases, in particular for primary emergency and urgent humanitarian operations, the Commission may provide funding for an Action started by the International Organisation before the date on which it has received the request for financing.

In all cases this must be specified in the contribution-specific agreement.

- 10.3. In cases where the Action is suspended or not completed within the period defined in the contribution-specific agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied, including interest earned (subject to Article 9.2), will be reimbursed to the Commission, unless agreed otherwise in writing.
- 10.4. The Commission will inform the International Organisation on its programming intentions as early as possible in the budgetary exercise, including, on an indicative basis, the amounts likely to be available during the current exercise.
- 10.5. The Commission will make every effort to allow for the necessary flexibility to enable the International Organisation operating in highly volatile situations to meet evolving needs during the implementation period.
- 10.6. The International Organisation will make every effort to define in advance the aspects most likely to be affected by changes in a given situation.
- 10.7. The contribution-specific agreement will specify the degree of flexibility, including budgetary re-allocations, to be exercised by the International Organisation. Any changes, including to the implementation period, shall be subject to prior written authorisation by the Commission.
- 10.8. The Commission may allow inclusion in the initial budget of a contribution-specific agreement of a contingency reserve, at the request of the International Organisation concerned, to cover any adjustment necessary in the light of changed circumstances on the ground. The contingency reserve should not be higher than 5% and can only be used with the prior written authorisation of the Commission.
- 10.9. In the case of co-financing, contributions in kind made by an International Organisation may not be considered as co-financing from such International Organisation, nor as eligible costs in the contribution-specific agreement.
- 10.10. In the case of Multi-donor Actions, except as otherwise provided in this Agreement or in the relevant contribution-specific agreement, the International Organisation will ensure equal treatment among all donors.

11. Visibility

- 11.1. Unless the Commission requests or agrees otherwise, the International Organisation shall take all appropriate measures to publicise the fact that an Action has received funding from the European Union. Information given to the press, the beneficiaries of an Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding by the European Union" and shall display in an appropriate way the European logo (twelve yellow stars on a blue background).

It is understood that International Organisation equipment and vehicles routinely carry the International Organisation emblem and other indications of ownership prominently displayed. In cases where major supplies have been purchased using funds provided by

the Commission, the International Organisation agrees to include appropriate acknowledgement on such major supplies including display of the European logo (twelve yellow stars on a blue background) provided that such actions do not jeopardise the privileges and immunities of the International Organisation and the safety and security of the International Organisation's staff.

- 11.2. The size and prominence of the acknowledgement and the European Union logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an International Organisation activity, the ownership of the equipment and supplies by the International Organisation, and the application to the Action of the International Organisation privileges and immunities.
- 11.3. All International Organisation publications pertaining to Actions that have received funding from the Commission, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."

12. Ex post publicity

The International Organisation accepts that for each contribution-specific agreement hereunder, the Commission publishes on its web-site the name and address of the relevant International Organisation, the purpose of the contribution as well as the amount contributed and if relevant the percentage of co-financing.

13. Consultations

- 13.1. The Parties will establish a working group to promote a regular exchange of information on all matters arising out of this Agreement. The working group will meet at least once a year to review the implementation of this Agreement. It may propose any appropriate action, including amendments to this Agreement, in the light of the results obtained or of changes in the regulatory framework of the Parties.
- 13.2. Any amendment to this Agreement shall be done in writing.

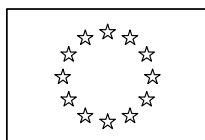
14. Settlement of disputes

- 14.1. The affected parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement or any contribution-specific agreement, including their existence, validity or termination. In default of amicable settlement, any affected party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of this Agreement.
- 14.2. The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The Arbitrator's decision shall be binding on all affected parties and there shall be no appeal.

- 14.3. Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.
- 14.4. Contribution-specific agreements shall contain provisions incorporating the above.

15. Entry into force and termination

- 15.1. This Agreement shall enter into force upon signature by both Parties.
- 15.2. This Agreement shall apply to all contribution-specific agreements entered into between the Commission and the International Organisation the date hereof, unless otherwise agreed in exceptional circumstances by the Commission and the International Organisation. For such contribution-specific agreements it shall cancel and replace the Framework Partnership Agreement of 1999.
- 15.3. This Agreement shall not affect grant agreements entered into prior to the date of its entry into force, which shall remain governed by the above-mentioned Framework Partnership Agreement.
- 15.4. Any general conditions applicable to contribution-specific agreements, to which this Agreement applies, shall fully conform to the provisions hereof.
- 15.5. This Agreement may be terminated by either Party upon giving six months' prior written notice to that effect to the other Party. Unless the Parties agree on another course of action, any contribution-specific agreement entered into before the termination of this Agreement shall not be affected by such termination.



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

Contribution Agreement - International Organisations
ANNEX I

SINGLE FORM FOR HUMANITARIAN AID ACTIONS

1. General Information

- 1.1. Name of the International Organisation
- 1.2. FPA number (if applicable)
- 1.3. Purpose of the submission
- 1.3.1 Proposal
- | | | |
|----------------------|--------------------------|----------------|
| New proposal | <input type="checkbox"/> | date: dd-mm-yy |
| Revised proposal | <input type="checkbox"/> | date: dd-mm-yy |
| ECHO reference A/... | | date: dd-mm-yy |
- 1.3.2 Final report date dd-mm-yy
- 1.4. Contribution agreement number ECHO/...
- 1.5. Implementing rules applicable to this agreement
- | | |
|-----------------------|--------------------------|
| Grant, 100% financing | <input type="checkbox"/> |
| Grant, co-financing | <input type="checkbox"/> |
| Multi-donor Action | <input type="checkbox"/> |
- 1.6. Framework of this submission
- | | |
|----------------------------|--------------------------|
| Primary emergency decision | <input type="checkbox"/> |
| Emergency decision | <input type="checkbox"/> |
| Ad hoc decision | <input type="checkbox"/> |
| Global plan decision | <input type="checkbox"/> |
| DIPECHO | <input type="checkbox"/> |
| Other, please specify | <input type="checkbox"/> |
- 1.7. Executive summary of the Action
- (4.1.) Title of the Action
- (4.2.) Exact location of the Action
- (4.3.) Start date of the activities in the field (Start date of the Action)
- (4.4.) Duration in months
- (4.5.1.) Total number of direct beneficiaries
- (4.5.2.) Identify the status and give details of the beneficiaries
- (4.7.1.) Action's specific objective
- (4.7.2.) Indicators and sources of verification
- (4.8.1.) Result 1, relevant indicator(s) and source(s) of verification
- (4.8.n.) Result n, relevant indicator(s) and source(s) of verification
- (11.1.) Total budget of the Action: EUR [...]

(11.2.) Contribution requested from EC: EUR [...]

(11.5.) Eligibility of expenditure, date:

2. NEEDS ASSESSMENT

- 2.1. Date(s) of assessment
- 2.2. Methodology and sources of information used
- 2.3. Organisation/person(s) responsible for the assessment
- 2.4. Problem statement and stakeholder analysis
- 2.5. Findings of the assessment

3. INTERNATIONAL ORGANISATION'S STRATEGY

- 3.1. Organisation's strategy in the country and/or region(s) of implementation
- 3.2. Link between the proposed Action, the findings of the assessment and the problem statement.
- 3.3. Are there similar Action(s) in the country/region?
If yes, explain the measures foreseen to avoid overlap/duplication/double funding.
- 3.4. Previous humanitarian Actions with EC financial support in the country/region
- 3.5. Have you discussed this proposal with ECHO's technical assistance office in the country/region?
Yes No
Comments:

4. OPERATIONAL FRAMEWORK

- 4.1. Title of the Action
- 4.2. Exact location of the implementation - Map
- 4.3. Start date of the activities in the field, (start date of the Action)
- 4.4. Duration in months
- 4.5. Beneficiaries
 - 4.5.1. Total number of direct beneficiaries
 - 4.5.2. Identify the status and give details of the beneficiaries:
 - 4.5.3. Catchment population
 - 4.5.4. What are the identification mechanisms and criteria?
 - 4.5.5. To what extent and how were the beneficiaries involved in the design of the Action?
 - 4.5.6. Sectors of intervention/activity
 - Sector 1:
 - Sector 2:
 - Sector n:
 - 4.5.7. Give the following information for each sector
 - Total number of direct beneficiaries

- Types of beneficiaries and number of beneficiaries per type
 - Location
- 4.6. Principal objective
- 4.7. Action's specific objective
- 4.7.1. Specific objective
- 4.7.2. Indicator(s) and source(s) of verification
- 4.8. Results and indicators
- 4.8.1. Result 1, relevant indicator(s) and source(s) of verification
- 4.8.2. Result 2, relevant indicator(s) and source(s) of verification
- 4.8.n. Result n, relevant indicator(s) and source(s) of verification
- 4.9. Activities
- 4.10. Work plan
- 4.11. Monitoring and evaluation
- 4.11.1. Monitoring
- 4.11.2. Evaluation
- Is an evaluation foreseen during the Action?
Yes No
 - Is an evaluation foreseen after the Action?
Yes No

5. **RISKS AND ASSUMPTIONS**

- 5.1. Pre-conditions
- 5.2. Assumptions and risk assessment profile
- 5.3. Security
- 5.3.1. Situation in the field
- 5.3.2. Have you established a specific security protocol for this Action?
Yes No Standard procedures
If yes please elaborate:
- 5.3.3. Have you a specific plan for security-related and medical evacuations for this Action?
Yes No Standard procedures
If yes please elaborate:
- 5.3.4. Are your field staff and expatriates informed of and trained in these procedures?
Yes No

6. **RESOURCES REQUIRED**

- 6.1. Total budget (point 11.1.)
- 6.2. Human resources
- 6.2.1. Staff included in Title 01 of the budget: Goods and services delivered to the beneficiaries

- Number of staff
 - Status
 - Function
- 6.2.2. Staff included in Title 02: Support costs
- Number of staff
 - Status
 - Function
- 6.3. Material resources
- 6.3.1. Equipment
- 6.3.2. Goods
- 6.3.3. If the Action requires the purchase of medicines and/or medical equipment: Who certifies and validates the supplier and how is it done?

7. PERSPECTIVES OF THE INTERNATIONAL ORGANISATION IN TERMS OF LINKING RELIEF, REHABILITATION AND DEVELOPMENT

- 7.1. This (or a similar) Action is under way since
- 7.2. Describe the expected level of sustainability
- 7.3. Continuum strategy

8. MAINSTREAMING

9. VISIBILITY PLAN AND COMMUNICATION STRATEGY

10. FIELD COORDINATION, IMPLEMENTING PARTNERS AND CONTRACTORS

- 10.1. National and local authorities
- 10.2. Field co-ordination fora
- 10.3. Implementing partner(s)
- 10.3.1. Name and address of implementing partner(s)
 - 10.3.2. Role of implementing partner(s) in this Action
 - 10.3.3. Type of relationship with implementing partner(s)
 - 10.3.4. History of previous collaboration with implementing partner(s)
 - 10.3.5. Name and title of the person(s) authorised to represent the implementing partner(s) with regard to this agreement.
- 10.4. Contractor(s) and procedure envisaged for the award of contracts
- 10.4.1. Name and address of contractor(s)
 - 10.4.2. Role of contractor(s) in implementing this Action
 - 10.4.3. Describe the selection procedure (tender) of the contractor(s).

11. FINANCIAL INFORMATION

- 11.1. Total budget of the Action: EUR [...]
- 11.2. Contribution requested from European Community: EUR [...]
Percentage of the total amount: ...%
- 11.3. Co-financing: EUR [...]
- 11.3.1. Indicate your own contribution: EUR [...]
- 11.3.2. Contributions by other donors:
Name: EUR [...]
- 11.4. Pre-financing requested from European Community: EUR [...]
Percentage of the total European Community contribution: ... %
- 11.5. Eligibility of expenditures, date:
(4.3.) Start date of the Action
- 11.5.1. If the Action has already started explain the reason that justifies that situation:
- Primary emergency Action
 - Emergency Action
 - Other
- Please elaborate:
- 11.5.2. If the eligibility date of expenditure precedes the start date of the Action please justify this request.

12. ADMINISTRATIVE INFORMATION

- 12.1. International Organisation's official name, address, phone/fax n°
- 12.2. ECHO FPA number, (if applicable)
- 12.3. Name and title of legal representative
- 12.4. Name, telephone, fax and e-mail of desk officer at HQ
- 12.5. Name, telephone, fax and e-mail of the representative in the country of implementation
- 12.6. Bank account
- 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): [...]

13. CONCLUSIONS AND INTERNATIONAL ORGANISATION'S COMMENTS



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

**Contribution agreement - International Organisations
ANNEX II**

Name of the International Organisation:

Title of the Action:

Contribution agreement number:

Initial budget Modified Budget Date:

BUDGET SUMMARY AND FINANCIAL PLAN		
A. ELIGIBLE EXPENDITURE		B. FINANCIAL PLAN
01. Goods & services delivered to beneficiaries		* Total eligible costs: €
01.01. Food Security		
01.02. Water and Sanitation		
01.03. Health		* Maximum EC contribution :
01.04. Nutrition		Percentage of total eligible costs %
01.05. Shelter		Corresponding amount €
01.06. Non food items		
01.07. Rehabilitation/continuum		* Contribution Int Organisation : €
01.08. Disaster preparedness and mitigation		
01.09. Special mandates		* Contributions by other donors : €
01.10. Specific actions		Percentage of total eligible costs %
01.11. De-mining and awareness		
01.12. International transport		
01.13. Personnel		* Pre-financing payment : €
02. Support costs		Percentage of EC contribution %
02.01. Personnel		
02.02. Local logistic costs		
02.03. Durable equipment		
02.04. Security		
02.05. Feasibility, needs assesment and other studies		
02.06. Specialised services		
02.07. Insurance costs		
02.08. Visibility and communication programmes		
02.09. Others: as specified in the proposal		
	Subtotal: direct costs	
03. Indirect costs		
04. Reserve (pro memoria)		
	Total Eligible Costs :	



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

Contribution agreement - International Organisation
ANNEX II

International Organisation:

Title of the Action:

Contribution agreement number :

BUDGET BREAKDOWN

Total estimated budget

Total Direct costs of the Action

Maximum EC contribution

Percentage of total eligible costs

Code	Heading	Initial
01. Goods and services delivered to the beneficiaries		
01.01.	<i>Food Security</i>	
01.01.01.	Basic food security	
01.01.02.	Other food distribution	
01.01.03.	Food for work	
01.01.04.	School feeding	
01.01.05.	Public Canteens	
01.01.06.	Agricultural activities	
01.01.07.	Livestock	
01.01.08.	Fisheries	
01.01.80.	Training, local capacity building	
01.01.99.	Other food and security	
01.02.	<i>Water and Sanitation</i>	
01.02.01.	Waste disposal and latrines	
01.02.02.	Rural water sources	
01.02.03.	Urban and municipal supply system	
01.02.04.	Water treatment	
01.02.80.	Training, local capacity building	
01.02.99.	Other water and sanitation	
01.03.	<i>Health</i>	
01.03.01.	Primary health care	
01.03.02.	Secondary health care	
01.03.03.	General health care : primary and secondary	
01.03.04.	Emergency health care	
01.03.05.	Epidemics	
01.03.06.	Drugs supply	
01.03.07.	Routine vaccination	
01.03.08.	Support of specialised institutions	
01.03.09.	Disabled population	
01.03.10.	Health education and training	
01.03.11.	Family planning	
01.03.12.	AIDS and STD	
01.03.13.	Targeted control of endemic diseases	
01.03.14.	Psychosocial	
01.03.15.	Rehabilitation of medical facilities	
01.03.80.	Training, local capacity building	
01.03.99.	Other health	

Code	Heading	Initial
01.04.	<i>Nutrition</i>	
01.04.01.	Therapeutic feeding	
01.04.02.	Supplementary feeding	
01.04.03.	Supplementary and Therapeutic feeding	
01.04.04.	Nutritional education	
01.04.05.	Surveys and monitoring	
01.04.80.	Training, local capacity building	
01.04.99.	Other nutrition	
01.05.	<i>Shelter</i>	
01.05.01.	Emergency shelter	
01.05.02.	Post emergency/semi-permanent shelter	
01.05.80.	Training, local capacity building	
01.05.99.	Other shelter	
01.06.	<i>Non food items</i>	
01.06.01.	Domestic items	
01.06.02.	Heating and cooking fuel	
01.06.03.	Survival items	
01.06.04.	Hygiene items	
01.06.05.	Educational items	
01.06.06.	Resettlement items	
01.06.80.	Training, local capacity building	
01.06.99.	Other non food items	
01.07.	<i>Rehabilitation/continuum</i>	
01.07.01.	Permanent shelter	
01.07.02.	Educational facilities	
01.07.03.	Social services	
01.07.04.	Self-sufficiency	
01.07.80.	Local capacity building/training	
01.07.99.	Other rehabilitation	
01.08.	<i>Disaster preparedness and prevention</i>	
01.08.01.	Infrastructure support	
01.08.02.	Advocacy and public awareness raising	
01.08.03.	Mitigation works	
01.08.04.	Mapping and data computerization	
01.08.05.	Education	
01.08.06.	Early warning systems	
01.08.07.	Research and dissemination	
01.08.08.	Facilitation of co-ordination	
01.08.09.	Institutional strengthening	
01.08.80.	Local capacity building/training	
01.08.99.	Other DIPECHO	
01.09.	<i>Special mandates</i>	
01.09.01.	Protection	
01.09.02.	Facilitation of co-ordination	
01.09.03.	Info management and dissemination	
01.09.04.	Family reunification/tracing	
01.09.05.	Care and maintenance	
01.09.06.	Facilitation of return	
01.09.80.	Local capacity building/training	
01.09.99.	Other special mandates	
01.10.	<i>Specific actions</i>	
01.10.01.	Logistics	
01.10.02.	Security and protection	
01.10.03.	Emergency rehabilitation infrastructure	
01.10.80.	Local capacity building/training	
01.10.99.	Other specific actions	

Code	Heading	Initial
01.11.	<i>De-mining and awareness</i>	
01.11.01.	De-mining	
01.11.02.	Awareness	
01.11.80.	Local capacity building/training	
01.11.99.	Other de-mining	
01.12.	<i>International transport</i>	
01.12.01.	Maritime	
01.12.02.	Overland	
01.12.03.	Air	
01.13.	<i>Personnel</i>	
01.13.01.	Expatriate staff	
01.13.02.	Local staff	
02.	Support costs	
02 01.	<i>Personnel</i>	
02.01.01.	Expatriate staff	
02.01.02.	Local staff	
02 02.	<i>Local logistic costs</i>	
02.02.01.	Office expenses	
02.02.02.	Office consumable and supplies	
02.02.03.	Local contracted transport	
02.02.04.	Distribution, storage and daily labour	
02.02.05.	Running costs	
02.02.06.	Other	
02 03.	<i>Durable equipment</i>	
02.03.01.	Vehicles	
02.03.02.	Communication	
02.03.03.	Other	
02 04.	<i>Security</i>	
02 05.	<i>Feasibility, needs assessment and other studies</i>	
02 06.	<i>Specialised services</i>	
02.06.01.	External quality and quantity controls	
02.06.02.	External evaluation	
02.06.03.	External audit	
02 07.	<i>Insurance costs</i>	
02 08.	<i>Visibility and communication programmes</i>	
02 09.	<i>Others to be specified in the proposal</i>	
03	Indirect costs	
04	Contingency reserve (pro memoria)	



EUROPEAN COMMISSION
DIRECTORATE GENERAL FOR HUMANITARIAN AID (ECHO)

CONTRIBUTION AGREEMENT

International Organisation:

Title of the Action:

Contribution agreement number:

BREAKDOWN OF EXPENDITURE - FINAL FINANCIAL REPORT

Code	Heading	Quantity	Unit	Duration	Unit	Unit price in EUR	Total in EUR	Accounting reference number
01	TITLE : Goods and services delivered to the beneficiaries (direct costs)							
01.01	Food Security							
01.01.01.	<i>Basic Food security</i>							
01.01.02.	<i>Other food distribution</i>							
01.01.03.	<i>Food for work</i>							
01.01.04.	<i>School feeding</i>							
01.01.05.	<i>Public Canteens</i>							
01.01.06.	<i>Agricultural activities</i>							
01.01.07.	<i>Livestock</i>							
01.01.08.	<i>Fisheries</i>							
01.01.80.	<i>Training, local capacity building</i>							
01.01.99.	<i>Other food and security</i>							
01.02	Water and sanitation							
01.02.01.	<i>Waste disposal and latrines</i>							
01.02.02.	<i>Rural water sources</i>							
01.02.03.	<i>Urban and municipal supply system</i>							
01.02.04.	<i>Water treatment</i>							
01.02.80.	<i>Training, local capacity building</i>							
01.02.99.	<i>Other water and sanitation</i>							

Code	Heading	Quantity	Unit	Duration	Unit	Unit price in EUR	Total in EUR	Accounting reference number
01.03	Health							
01.03.01.	Primary Health care							
01.03.02.	Secondary health care							
01.03.04.	Emergency health care							
01.03.05.	Epidemics							
01.03.06.	Drugs supply							
01.03.07.	Routine vaccination							
01.03.08.	Support of specialised institutions							
01.03.09.	Disabled population							
01.03.10.	Health education and training							
01.03.11.	Family planning							
01.03.12.	AIDS and STD							
01.03.13.	Targeted control of endemic diseases							
01.03.14.	Psychosocial							
01.03.15.	Rehabilitation of medical facilities							
01.03.80.	Training, local capacity building							
01.03.99.	Other health							
01.04	Nutrition							
01.04.01.	Therapeutic feeding							
01.04.02.	Supplementary feeding							
01.04.03.	Supplementary and therapeutic feeding							
01.04.04.	Nutritional education							
01.04.05.	Surveys and monitoring							
01.04.80.	Training, local capacity building							
01.04.99.	Other nutrition							
01.05.	Shelter							
01.05.01.	Emergency shelter							
01.05.02.	Post emergency/semi-permanent shelter							
01.05.80.	Training, local capacity building							
01.05.99.	Other shelter							

Code	Heading	Quantity	Unit	Duration	Unit	Unit price in EUR	Total in EUR	Accounting reference number
01.06	Non food items							
01.06.01.	Domestic items							
01.06.02.	Heating and cooking fuel							
01.06.03.	Survival items							
01.06.04.	Hygiene items							
01.06.05.	Educational items							
01.06.06.	Resettlement items							
01.06.80.	Training, local capacity building							
01.06.99.	Other non food items							
01.07	Rehabilitation / continuum							
01.07.01.	Permanent shelter							
01.07.02.	Educational facilities							
01.07.03.	Social services							
01.07.04.	Self-sufficiency							
01.07.80.	Local capacity building/training							
01.07.99	Other rehabilitation							
01.08	Disaster preparedness and mitigation							
01.08.01.	Infrastructure support							
01.08.02.	Advocacy and public awareness raising							
01.08.03.	Mitigation works							
01.08.04.	Mapping and data computerization							
01.08.05.	Education							
01.08.06.	Early warning systems							
01.08.07.	Research and dissemination							
01.08.08.	Facilitation of co-ordination							
01.08.09.	Institutional strengthening							
01.08.80	Local capacity building/training							
01.08.99.	Other DIPECHO							
01.09	Special mandates							
01.09.01.	Protection							
01.09.02.	Facilitation of co-ordination							
01.09.03.	Info management and dissemination							
01.09.04.	Family reunification/tracing							
01.09.05.	Care and maintenance							
01.09.06.	Facilitation of return							
01.09.80	Local capacity building/training							
01.09.99.	Other special mandates							

Code	Heading	Quantity	Unit	Duration	Unit	Unit price in EUR	Total in EUR	Accounting reference number
01.10	Specific actions							
01.10.01.	Logistics							
01.10.02.	Security and protection							
01.10.03.	Emergency rehabilitation infrastructure							
01.10.04.	Capacity building of NGOs							
01.10.80.	Local capacity building/training							
01.10.99.	Other specific actions							
01.11	De-mining and awareness							
01.11.01.	De-mining							
01.11.02.	Awareness							
01.11.80.	Local capacity building/training							
01.11.99.	Other de-mining							
01.12	International transport							
01.12.01.	Maritime							
01.12.02.	Overland							
01.12.03.	Air							
01.13	Personnel							
01.13.01.	Expatriate staff							
01.13.02.	Local staff							
2	TITLE : Support costs (direct costs)							
02.01.	Personnel							
02.01.01.	Expatriate staff							
02.01.02.	Local staff							
02.02.	Local logistic costs							
02.02.01.	Office expenses							
02.02.02.	Office consumable and supplies							
02.02.03.	Local contracted transport							
02.02.04.	Distribution, storage and daily labour							
02.02.05.	Running costs							
02.02.06.	Other							
02.03.	Durable equipment							
02.03.01.	Vehicles							
02.03.02.	Communication							
02.03.03.	Other							

Code	Heading	Quantity	Unit	Duration	Unit	Unit price in EUR	Total in EUR	Accounting reference number
02.04	Security							
02.05.	Feasibility, needs assesment and other studies							
02.06.	Specialised services							
02.06.01.	<i>External quality and quantity controls</i>							
02.06.02.	<i>External evaluation</i>							
02.06.03.	<i>External audit</i>							
02.07.	Insurance costs							
02.08	Visibility and communication programmes							
02.09.	Others to be specified in the proposal							
Subtotal: direct costs								
3	TITLE : Indirect costs							
4	TITLE : Reserve (pro memoria)							
Total eligible costs:								
EC contribution to eligible costs in %								
EC contribution to eligible costs in EUR								
Prefinancing								
Final payment requested								



EUROPEAN COMMISSION
DIRECTORATE GENERAL FOR HUMANITARIAN AID - ECHO

CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

AGREEMENT NUMBER - [insert number]

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], Directorate-General for Humanitarian Aid - ECHO,

of the one part,

and

[full official name], [acronym]

with its Head office at [full official address]

(“the 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”,

HAVE AGREED

the following **General Conditions, Special Conditions** and **Annexes**:

Annex I Description of the Action;

Annex II Summary of the estimated budget and financial plan of the Action;

which form an integral part of this contribution agreement (“ the agreement”).

The **General Conditions applicable to European Community contribution agreements with International Organisations for humanitarian aid Actions**, (“the General Conditions”), which the Organisation declares to have read and accepted, shall apply. The General Conditions comply with the provisions of the [*Financial and Administrative Framework Agreement, (hereafter referred to as FAFA), between the European Community, represented by the Commission of the European Communities, and the United Nations, signed on 29 April 2003*].

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.

SPECIAL CONDITIONS

ARTICLE 1 - PURPOSE

- 1.1 Subject to the conditions established in this agreement, which the Organisation declares to have read and accepted, the Commission will contribute to the eligible costs of the humanitarian aid Action entitled [...] (“the Action”) implemented by the Organisation.
- 1.2 The description of the Action is annexed to this agreement as Annex I. The Organisation shall ensure that the Action is carried out in accordance with this description and the related proposal submitted on [insert date] and registered at the Directorate-General for Humanitarian Aid 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.
- 1.3. The Organisation accepts the financial contribution and undertakes to do everything in its power to carry out the Action, acting on its own responsibility.

ARTICLE 2 – DURATION

- 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 reception by the Commission of one of the originals of the contribution agreement duly signed by both Parties.
- 2.2 The implementation period of the agreement shall run for [insert “round” number] months from [insert date] (“the start date of the Action”).

ARTICLE 3 – FINANCING THE ACTION

- 3.1 The direct costs of the Action eligible for Community financing are estimated at EUR [...]. In accordance with Article 15.5 of the General Conditions, a fixed percentage of direct eligible cost, not exceeding 7%, shall be eligible as indirect costs. Accordingly, indirect costs are calculated at EUR [...]. The total eligible costs of the Action are estimated at EUR [...], as set out in the summary budget in Annex II.
- 3.2 The European Community undertakes to finance a maximum of EUR [...], [*equivalent to [...] % of the estimated total eligible costs specified in paragraph 1*].
- 3.3 Subject to the conditions laid down in Article 15 of the General Conditions, expenditure is eligible from [insert date].
- 3.4. The final amount of the European Community contribution shall be determined in accordance with Article 18 of the General Conditions.

ARTICLE 4 – SUBMISSION OF REPORTS

4.1 Option 1

The Organisation shall submit an interim report on the Action's implementation with a statement of the costs incurred and a financial report one month before the end of the implementation period established in Article 2.2 hereof.

Option 2

Within the first [...] months following the start date of the Action, the Organisation shall submit an interim report on its implementation with a statement of the costs incurred and a financial report.

Interim reports shall be drafted in accordance with the provisions of Article 2.3 of the General Conditions and submitted in [one] paper copy, together with an electronic version.

4.2 The Organisation shall submit the final narrative and financial reports within three months after the end of the implementation period.

In accordance with Article 2.4 of the General Conditions, final reports shall be submitted using the standard forms, in [two] paper copies, together with an electronic version.

ARTICLE 5 – PAYMENT ARRANGEMENTS

5.1 Pre-financing payment

In accordance with Article 16.2 of the General Conditions, the Commission shall make a pre-financing payment of EUR [...], representing [...] % of the amount specified in Article 3.2 hereof.

5.2 Payment of the balance

The request for the payment of the balance shall be accompanied by the final narrative and financial implementation reports specified in Article 2.4 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.

ARTICLE 6 – BANK ACCOUNT

Payments shall be made to the Organisation's bank account denominated in euro 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): [...]

ARTICLE 7 – CONTACT ADDRESSES

All communication relating to this agreement shall be in writing, stating the number of the agreement and title of the Action, and it shall be sent to the following addresses:

To the Commission:
European Commission
Directorate-General for Humanitarian Aid - ECHO
Mr/Mrs [...] Head of Unit ECHO [...]
B- 1049 Brussels
Belgium.

To the Organisation:
[Name of the International Organisation]
Mr/Mrs [...] [Function]
[Full official address]

ARTICLE 8 – DATA PROTECTION

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 Directorate-General for Humanitarian Aid - ECHO 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/her data, he/she shall address them to European Commission's Directorate-General for Humanitarian Aid - ECHO. As regards to the processing of personal data, the data subject has a right of recourse at any time to the European Data Protection Supervisor.

ARTICLE 9 – SPECIFIC CONDITIONS APPLYING TO THE ACTION

- 9.1 The provisions of the General Conditions concerning Multi-donor Actions shall [not] apply to the present contribution agreement.
- 9.2 *The following shall supplement the General Conditions:*
- 9.2.1 [.....]
- 9.3 *The following derogations from the General Conditions shall apply:*
- 9.3.1 *By derogation from Article [.....]*

SIGNATURES

Done in two originals in the English language, one for the Commission and one for the Organisation.

For the Organisation

[name / forename / function]

Signature

Done at [place], [date]

For the Commission

[name / forename / function]

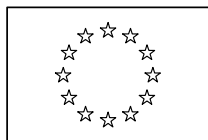
Signature

Done at [place], [date]

ENCLOSURES

Annex I Description of the Action;

Annex II Summary of the estimated budget and financial plan of the Action.



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

**GENERAL CONDITIONS
APPLICABLE TO THE EUROPEAN COMMUNITY CONTRIBUTION AGREEMENTS
WITH INTERNATIONAL ORGANISATIONS FOR
HUMANITARIAN AID ACTIONS**

General and administrative provisions

- Article 1 – General obligations
- Article 2 – Obligations regarding information and financial and narrative reports
- Article 3 – Liability
- Article 4 – Conflict of interests
- Article 5 – Confidentiality
- Article 6 – Visibility
- Article 7 – Ownership and use of results and assets
- Article 8 – Evaluation of the Action
- Article 9 – Signature of agreements
- Article 10 – Amendment of agreements
- Article 11 – Contracting and procurement
- Article 12 – Implementation period of agreements, suspension and *force majeure* or equivalent circumstances
- Article 13 – Termination of agreements
- Article 14 – Settlement of disputes

Financial provisions

- Article 15 – Eligible costs
- Article 16 – Payments
- Article 17 – Accounts and technical and financial checks
- Article 18 – Final amount of Community financing
- Article 19 – Recovery

GENERAL AND ADMINISTRATIVE PROVISIONS

Article 1 **General obligations**

- 1.1 The International Organisation shall ensure that the Action is carried out in accordance with the description of the Action annexed to the contribution agreement and the related Action proposal, as assented by the Commission, and it is responsible for achieving the objectives set out therein.

The International Organisation shall present all Action proposals and its related budgets on the standard forms annexed to these General Conditions, Annexes I and II respectively.

The International Organisation shall report on the indicators of achievement specified in the Action proposal.

- 1.2 The International Organisation shall implement the Action with the requisite degree of care, efficiency, transparency and diligence, as required by the best practice in the field concerned, and in compliance with the contribution agreement.

The International Organisation shall make every effort to mobilise all the financial, human and material resources required for the full implementation of the Action, as specified in the description of the Action and the related Action proposal, endeavouring to use local human and material resources.

- 1.3 The International Organisation may act either alone or in partnership with other Humanitarian Organisations mentioned in the Action proposal. It may also contract parts of the Action in accordance with the provisions of Article 11 hereof.

The International Organisation is fully responsible for the co-ordination and execution of all contracted activities. The European Community recognises no contractual link between itself and the International Organisation's Partner(s) or contractor(s).

- 1.4 The International Organisation undertakes to ensure that the conditions imposed upon it under Articles 1, 3, 4, 5, 6, 7, 15, 17 and 18 of the General Conditions also apply to all partners and contractors involved.

If any of the International Organisation's partners, contractors or agents indulges in corrupt practices in connection with this or any other Action financed by the European Community, the latter may terminate the agreement in accordance with Article 13.4(e) of the General Conditions.

- 1.5 Without prejudice to Articles 1.3 and 11 hereof, the contribution agreement and the payments attached to it may not be transferred to another body or assigned to a third party, in any manner whatsoever, without the prior written consent of the European Commission.

- 1.6 Where the performance of the Action requires the pooling of resources from a number of donors, and where it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure, the provisions regarding Multi-donor Actions in these General Conditions will apply. In addition, Article 3(2) of the Special Conditions will not show the percentage of estimated total eligible costs to which the European Community contributes where the final funding of the Action is not known at the time of signing the contribution agreement.

Article 2 - Obligations regarding information and financial and narrative reports

- 2.1 The International Organisation shall provide the European Commission with full information on the implementation of the Action. To that end, the International Organisation shall draw up interim reports and a final report, both narrative and financial. Reporting, narrative as well as financial, shall cover the whole of the Action, regardless of whether the Action is wholly financed or co-financed by the European Commission.
- 2.2 The Commission may request additional information at any time. Such information shall be supplied within 30 days of the request.
- 2.3 In accordance with Article 4.1 of the Special Conditions of the contribution agreement, the International Organisation shall submit interim narrative and financial reports. These reports shall provide a complete account of all aspects of the implementation for the period covered.

Narrative reports shall be laid out in such a way so as to allow comparison of the objective(s), the means envisaged or employed (in particular all expenses actually incurred by the International Organisation), the results expected and obtained.

Interim narrative reports shall directly relate to the agreement and shall include:

- Summary and context of the Action;
 - Activities carried out during the reporting period (i.e. directly related to the Action description and activities foreseen in the agreement);
 - Difficulties encountered and measures taken to overcome problems;
 - Changes introduced in implementation;
 - Achievements/results by using the indicators included in the agreement;
 - Work plan for the following period.
- 2.4 Final reports, both narrative and financial, shall be presented on standard forms, (Annexes I and II of the General Conditions, respectively). They shall cover the whole implementation period of the contribution agreement. The International Organisation shall send them to the Commission within three months after the end of the implementation period.
- 2.5 Reports shall be presented in the same language as the contribution agreement.
- 2.6 Reports shall be submitted in euro. They may be drawn from financial statements denominated in other currencies as per the International Organisation's legislative requirements. Actual expenditure will be converted into euro using the rate of

exchange at which the European Community's contribution was recorded in the International Organisation's accounts, unless otherwise specified in the Special Conditions.

- 2.7 If the International Organisation fails to produce a due report, either interim or final, within the set deadline and fails to furnish an acceptable written explanation of the reasons why it is unable to do so, the European Commission may terminate the contribution agreement in accordance with the provisions of Article 13.2 hereof.

In this event the procedure envisaged in Article 13.7 shall apply.

- 2.8 In addition to the above mentioned reports, the Organisation will ensure that progress and situation reports, publications, press releases and updates, relevant to the agreement, are communicated to the European Commission as and when they are issued.

The Parties will further endeavour to promote close collaboration and exchange of information on the Action. In particular, the International Organisation will invite the European Commission to join any donor committee that may be set up in connection with Multi-donor Actions.

- 2.9 In any event, the International Organisation shall inform the European Commission immediately of any circumstances likely to hamper or delay the implementation of the Action.

Article 3 - Liability

- 3.1 The International Organisation shall have sole responsibility for complying with any legal obligations incumbent on it.
- 3.2 Under no circumstances or for no reason whatsoever the European Community can be held liable for injury or damage sustained by the staff or property of the International Organisation while the Action is carried out. Therefore, the European Commission cannot accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3.3 Subject to the International Organisation's privileges and immunities, the Organisation shall assume sole liability towards third Parties, including liability for damage or injury of any kind sustained by them while the Action is being carried out. The International Organisation shall discharge the European Community of all liability associated with any claim or action brought as a result of an infringement of rules or regulations by the Organisation or the Organisation's employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights.

Article 4 - Conflict of interests

The International Organisation shall take all precautions necessary to avoid conflict of interests and shall inform the European Commission without delay of any situation constituting or likely to lead to a conflict of interests.

There is a conflict of interests where the impartial and objective exercise of the functions of any person under the agreement is compromised for reasons involving economic interests, political or national affinities, family or emotional ties, or any other shared interests with another party.

Article 5 – Confidentiality

Without prejudice to the provisions of Article 17 hereof, the Parties undertake to preserve the confidentiality of reports referred to in Article 2 above and of any document, information or other material directly related to the subject of the agreement and duly classified as confidential, for a minimum of five years after the end date specified in Article 13.9 of the General Conditions.

Article 6 – Visibility

- 6.1 The International Organisation shall contribute to the visibility of the humanitarian Actions financed by the European Community, provided that this does not harm the Organisation's privileges and immunities, its mandate or the safety of its staff.
- 6.2 During each Action, the International Organisation shall endeavour to bring the support and financing given by the European Community to the attention of the beneficiaries, the general public and the media. In keeping with this objective, the Organisation should present a visibility plan within the framework of the proposal of the Action.

Evidence of the activities implemented in accordance with this Article will be provided in the final narrative report.

- 6.3 It is understood that the Organisation's equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Community, the International Organisation shall include appropriate acknowledgement on such vehicles, equipment and major supplies, including display of the European logo (twelve yellow stars on a blue background).
- 6.4 Communications or publications by the International Organisation about the Action, including at a conference or seminar, shall indicate that the Action has received funding from the European Community and shall display the European Union logo in an appropriate way.

Publications by the International Organisation pertaining to Actions that have received funding from the Commission, in whatever form and whatever medium, including the Internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Community. The views expressed herein should not be taken, in any way, to reflect the official opinion of the European Community."

- 6.5 Publicity pertaining to the European Community contributions shall quote these contributions in euro, in brackets if necessary. The International Organisation's

publications and reports prepared in response to, and in accordance with, its legislative directives are excluded from this provision.

- 6.6 The International Organisation authorises the European Commission to publish the following information in any form and medium, including via the Internet:
- the International Organisation's name and official address;
 - the purpose of the contribution agreement;
 - the amount granted and the proportion of the Action's total cost covered by the funding.

Upon a duly substantiated request by the International Organisation, the European Commission may agree to forgo such publicity if disclosure of the above information would risk threatening the International Organisation's safety or harming its interests.

Article 7 – Ownership and Use of Results and assets

- 7.1 Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall be vested in the International Organisation, as the case may be together with third Parties.
- 7.2 Notwithstanding the provisions of the first paragraph and subject to Article 5 hereof, the Organisation shall grant the European Commission the right to use freely and as it sees fit, all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 7.3. Unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies purchased in the framework of an Action co-financed by the European Community shall be transferred to local partners (excluding commercial contractors) of the International Organisation or to the final recipients of the Action by the end of the implementation period of the agreement.
- 7.4 When the European Community finances the totality of the eligible costs of the Action, the Organisation shall submit one month before the end of the implementation period, or in the event of suspension of the implementation of the Action, an inventory of the remaining supplies, vehicles and equipment with a proposition concerning the use of these stocks and equipment. The European Commission shall inform the Organisation in writing, within fifteen days of receiving such proposition, of its rejection or acceptance and propounding, when necessary, an amendment to the contribution agreement in accordance with the dispositions of Article 10.5 hereof.
- 7.5 The International Organisation shall give an account in its final narrative and financial reports of the actual destination of these stocks and equipment. Documentary proof of any transfer of property shall be kept for verification along with the documents mentioned in Article 17.3 hereof.
- 7.6 In the event of failure to comply with the above provisions the relevant costs shall not be eligible for Community funding.

Article 8 – Evaluation of the Action

- 8.1 Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Action undertaken by the International Organisation. The results of such missions shall be reported to the European Commission.
- 8.2 This is without prejudice to any evaluation mission that the European Commission as a donor may wish to perform. In order to facilitate the co-ordination between the International Organisation and the European Commission evaluation, submission of Action proposals will outline the envisaged evaluation plan of the relevant Action.

Evaluation missions by representatives of the European Commission are to be planned and completed in a collaborative manner between the Organisation's staff and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the contribution agreement. These missions are to be planned ahead and procedural matters are to be agreed upon by the Parties in advance.

The European Commission will make a draft of its report available to the International Organisation for comments before final issuance. If agreed with the International Organisation and if provided within a reasonable deadline, the European Commission will annex the International Organisation's comments to the final report.

Article 9 – Signature of agreements

- 9.1 The European Commission shall draft the agreement according to the standard format of contribution agreement for Humanitarian Aid Actions and in conformity with the Action proposal agreed by the Parties. The Commission shall sign the contribution agreement in the first place and send two originals by registered letter with advice of delivery or equivalent for signature to the International Organisation. The Organisation shall notify in writing its acceptance within 15 days of receipt.
- 9.2 The Organisation may not under any circumstances or procedures introduce changes in the agreement transmitted for signature.
- 9.3 In case of non-respect of these procedures, the European Commission reserves its right to declare null and void the agreement.
- 9.4 Without prejudice to paragraph 3 of this Article, the contribution agreement shall be considered concluded and shall enter into force on the date of reception by the European Commission of one original of the contribution agreement duly signed by both Parties. In this respect a signed original will be sent to the European Commission by registered letter with advice of delivery or equivalent.

Article 10 – Amendment of agreements

- 10.1 Any modification of an agreement, including the Annexes thereto, shall be set out in writing in an amendment.

If the request for an amendment comes from the International Organisation, the latter shall submit the request to the European Commission in good time before it is due to take effect and at all events one month before the end of the implementation period of the agreement, except in cases which are duly substantiated by the Organisation and accepted by the European Commission.

- 10.2 By way of exception, the International Organisation may apply the modification and shall inform the European Commission accordingly in writing when the modification does not affect a basic element of the Action and the financial impact is limited to a transfer within a single budget Title or a transfer between budget Titles involving a variation (as the case may be in cumulative terms) of 15 % or less of the amount originally entered of total direct costs, with independence of the use of the contingency reserve.

Changes of address may simply be notified.

- 10.3 Prior to proceeding with modifications of the contribution agreement (other than those contemplated in Article 10.2 above) such as the change of bank account and the use of the contingency reserve, the International Organisation shall present a duly substantiated request. In case of acceptance, the European Commission shall inform the International Organisation in writing, within fifteen days following the receipt of such a request.

- 10.4 Where the European Community contribution is expressed as the lower of an absolute amount and a percentage of foreseen total eligible expenditures, and such percentage is likely to change, the International Organisation will consult the Commission without delay so as to agree on appropriate measures, such as increasing the percentage of eligible expenditures following the procedure established in paragraph 5 of this Article.

- 10.5 Any amendment to Articles 2 and 3 of the Special Conditions of the contribution agreement shall be the subject of a supplementary agreement concluded between the Parties. The supplementary agreement may not have as its purpose or effect to modify the original object of the agreement.

Article 11 – Contracting and procurement

- 11.1 When the implementation of the Action involves the conclusion of contracts by the International Organisation, the contracting arrangements and potential contractors will be specified in the Action's proposal. If they are not specified therein, the Organisation will present them to the European Commission as soon as they are available. The Organisation will also inform the Commission, with as much prior notice as possible, of changes in these arrangements. The International Organisation will provide detailed information on contracting arrangements in the final report.

- 11.2 Unless otherwise agreed by the Parties in the Special Conditions, the procurement of any goods, works or services by the International Organisation in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Organisation.

This is based on the understanding that the Organisation's rules and procedures conform to internationally accepted standards, including the award of contract to the tender offering best value for money, in compliance with the principles of transparency and equal treatment of potential contractors, care being taken to avoid any conflict of interests.

- 11.3 In Multi-donor Actions the origin of the goods and the nationality of the companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. For other Actions financed in whole or co-financed by the European Community, the rules on nationality and origin adopted by the European Commission established in Annex V of the Framework Partnership Agreement with International Organisations shall apply.

Any departing from the rules on nationality or origin is subject to prior written approval from the European Commission, which shall deal expeditiously with any request accompanied with proper justification.

Derogations from those rules shall be funded on technical and quality reasons, shortfall or unavailability on the markets of the aforementioned countries, costs or delays due to transport or on the grounds of legislation in the country of operation.

- 11.4 In the event of failure to comply with the above provisions the relevant costs shall not be eligible for Community funding.

Article 12 – Implementation period of agreements, suspension due to force majeure or equivalent circumstances

- 12.1 The implementation period of contribution agreements shall be as set out in Article 2.2 of the Special Conditions.

- 12.2 The International Organisation may suspend implementation of the Action if circumstances make it impossible or excessively difficult to continue, and notably in the event of *force majeure*, serious threat to the safety of humanitarian workers on the site or incompatibility between continuation of the Action and the observance of humanitarian principles.

It shall inform the European Commission immediately, giving all the necessary reasons for the suspension, details of the expenses to be incurred during the suspension period and the foreseeable date of resumption.

- 12.3 The European Commission may require the International Organisation to suspend implementation of the Action in the event of *force majeure*, serious threat to the safety of humanitarian workers on the site or incompatibility between continuation of the Action and the observance of humanitarian principles.

- 12.4 The suspension can last for up to a third of the implementing period of the contribution agreement. The International Organisation shall resume the implementation of the Action once circumstances allow and shall inform the European Commission accordingly. In case of a suspension for a longer period, the agreement may be terminated in accordance with Article 13.4 (a) hereof.
- 12.5 The duration of the Action shall be extended by a period equivalent to the length of the suspension. In accordance with Article 10.5, a supplementary written agreement shall be concluded to extend the implementing period and to make any amendments that may be necessary to adapt the Action to the new implementing conditions.
- 12.6 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from performing any of their obligations under the agreement. It was not due to error or negligence on their part (or of their partners, contractors or agents or employees) and could not have been avoided by the exercise of due diligence. Negligence or intentional action of a Party's partners, contractors, agents or employees, defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure*. Neither of the Parties shall be held liable for breach of its obligations under the agreement if it has been prevented from performing them by *force majeure*. Without prejudice to Articles 12.2 and 12.3 above, the Party invoking *force majeure* or equivalent circumstances, shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and shall take the necessary measures to reduce damage to a minimum.

Article 13 – Termination of agreements

13.1 Termination by the International Organisation with advance notice

Provided a reasoned decision is given, the International Organisation may terminate a contribution agreement at any time by serving 45 days' written notice stating the grounds, without being required to provide any indemnity on this account.

If no motives are given, or if the European Commission reasonably rejects the motives given, the International Organisation shall be deemed to have terminated the agreement improperly with the consequences set out in paragraph 6 of this Article.

13.2 Termination by the European Commission with advance notice

The European Commission may terminate the agreement at any time by giving 45 days' written notice stating the grounds, without any indemnity on its part, in the following circumstances:

- (a) in the event of a legal, financial, technical or organisational change in the Organisation's situation that is liable to affect the agreement substantially or to call the award decision into question;
- (b) if the Organisation fails to fulfil its obligations under the terms of the contribution agreement, including its Annexes and the General Conditions.

The International Organisation shall have 15 days after receiving the written notice referred to in paragraph 3 of this Article, to submit its observations and take any measures necessary to ensure that fulfilment of its obligations under the contribution agreement continues. If the International Organisation still fails to do so, or the European Commission does not accept these observations confirmed by giving written consent within 15 days of receiving the International Organisation's observations, the termination procedure shall continue to run.

13.3 Termination arrangements with advance notice

The termination procedure is initiated by registered letter with advice of delivery or equivalent.

Termination shall take effect when the period of notice runs out, starting on the date when the letter of termination is received.

13.4 Termination by the European Commission with immediate effect

By way of exception, the Commission may terminate the agreement at any time with immediate effect by written notice stating the grounds, without any indemnity on its part, in the following circumstances:

- (a) in the cases referred to in Article 12.4 of the General Conditions;
- (b) if the International Organisation is declared bankrupt, being wound up or is the subject of any other similar proceedings;
- (c) if the International Organisation is guilty of grave professional misconduct proven by any relevant means;
- (d) if the International Organisation makes false declarations, is guilty of misrepresentation or submits reports inconsistent with reality;
- (e) if the International Organisation has, intentionally or by negligence, committed a substantial irregularity in performance of the agreement and, more generally, in the event of fraud, corruption or any other illegal activity detrimental to the Communities' financial interests on the part of the International Organisation.

A substantial irregularity shall be any infringement of a provision of the contribution agreement or a regulation resulting from an act or an omission which causes or might cause a loss to the Community budget.

Termination shall take effect from the day following the date when the letter of termination is received.

- 13.5 Without prejudice to paragraph 6 below, in the event of termination the International Organisation shall be entitled to payment only for the part of the Action carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Action, which the Organisation cannot reasonably terminate on legal grounds.

- 13.6 In case of improper termination by the International Organisation or termination by the European Commission on the grounds set out in paragraph 4, indents b), c), d), e) of this Article, the Commission may require the partial or total reimbursement of sums already paid under the agreement after allowing the International Organisation to submit its observations.
- 13.7 The International Organisation shall have 60 days from the termination date notified by the European Commission in order to produce a request for final payment in accordance with Article 16.5 hereof. If no request is made within this time limit, the European Commission shall not reimburse the expenditure incurred by the International Organisation until the date of termination and recover any amount if its use is not substantiated by the narrative and financial implementation reports submitted to the European Commission.
- 13.8 Agreements shall be automatically terminated if they have not given rise to a payment within eighteen months of their signature.
- 13.9 Unless earlier terminated pursuant to the present Article, the payment obligations of the European Community hereunder shall end eighteen months after the end of the implementation period as defined in Article 2.2 of the Special Conditions.
- The European Commission notifies the Organisation of any postponement of the end date.
- 13.10 The provisions of the Special Conditions and the General Conditions will continue to apply after the termination, to the extent necessary to permit an orderly liquidation of any contribution agreement in force when the termination takes effect.

Article 14 – Settlement of disputes

- 14.1 The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of the agreement, including their existence, validity or termination. In default of amicable settlement, any Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of the agreement.
- 14.2 The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.
- 14.3 Nothing in the agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

FINANCIAL PROVISIONS

Article 15 –Eligible Costs

- 15.1 To be considered eligible as direct costs of the Action, costs must satisfy the following general criteria:
- be necessary for carrying out the Action, be provided for specifically in the agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - have actually been incurred during the period running from the date of eligibility of expenditure established in Article 3.3 of the Special Conditions to the end of the implementation period, whatever the time of actual disbursement by the International Organisation;
 - be recorded in the International Organisation's or Organisation's partners' accounts, be identifiable, backed by originals of supporting evidence, and verifiable pursuant to the provisions of Article 17.4 hereof.
- 15.2 Notwithstanding the provisions of paragraph 1, second indent, of this Article, expenditure related to the constitution of stocks by the International Organisation for use in connection with the Action object of the contribution agreement shall be also eligible when incurred before the date of submission of the Action proposal.
- 15.3 Subject to the above, and without prejudice to Articles 7.6 and 11.4, the following direct costs may, in particular, be eligible:
- costs of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs. Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs will not exceed those normally borne by the International Organisation;
 - travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation;
 - purchase costs for equipment (new or used) which are attributable to the Action.
 - purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
 - costs directly arising out of, or related to, accepting or distributing contributions in kind;
 - costs of consumables and supplies directly attributable to the Action;
 - expenditure on contracting or expenditure incurred by the Organisation's partners directly attributable to the Action;
 - the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of European Community funding;
 - costs deriving directly from the requirements of the agreement (dissemination of information, specific evaluation of the Action, specific reporting for the European

Commission needs, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).

- 15.4 The following costs shall not be considered eligible:
- debts and provisions for possible future losses or debts;
 - interest owed by the International Organisation to any third party;
 - items already financed from other sources;
 - purchases of land or buildings;
 - currency exchange losses;
 - taxes, duties and charges (unless the International Organisation is not able to reclaim them and if allowed by the applicable regulatory provisions).
- 15.5 A fixed percentage of direct eligible costs, not exceeding 7 %, shall be eligible as indirect costs.
- For comparable Actions and Actions where there is more than one donor, the amount recovered shall not, in percentage terms, be higher or lower than for other comparable contributions.
- Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of the agreement.
- Where the rates applied in accordance with the International Organisation's governing bodies' decisions exceed 7%, the Organisation may recover the balance as direct eligible costs, subject to the provisions governing direct eligible costs referred to in paragraph 1 of this Article.
- Indirect costs shall not be eligible where the agreement concerns the financing of an Action conducted by a body which is already receiving a running cost grant from the European Community during the period in question.
- 15.6 A contingency reserve may be exceptionally included in the budget of the Action to cover any adjustment necessary in the light of changed circumstances on the ground. The contingency reserve shall not be higher than 5% of the direct eligible costs and can only be used in accordance with the procedure established by Article 10.3 hereof.
- 15.7 In the case of co-financing, contributions in kind made by the International Organisation may not be considered as co-financing nor as eligible costs.

Article 16 – Payments

- 16.1 Payments shall be made in euro and in accordance with Articles 5 and 6 of the Special Conditions of the contribution agreement.
- 16.2 Pre-financing

The European Commission will provide a payment of pre-financing of from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 45 days of receiving the agreement duly signed by the Organisation.

The level of pre-financing referred above shall be set at a level of between 80% and 95% in 5% increments taking into account the past record of the International Organisation as regards the timely submission of final reports.

16.3 Bank interests

For Multi-donor Actions, the International Organisation's rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.

In all other cases, interest earned by the Organisation shall be identified as such and reflected in reports to the Commission. Interest earned shall be reimbursed to the Commission.

16.4 Payment of the balance

Final reports shall be presented in accordance with the stipulations of Article 2.4 of the General Conditions accompanied by a request for payment.

The European Commission will pay the balance within 45 days of approving the final narrative and financial reports.

Final reports shall be deemed approved 45 days after receipt if the European Commission has not reacted. If the European Commission does not intend to approve a final report, as submitted, it shall revert to the International Organisation with a request specifying the additional information it requires within this first 45-day period. The deadline for approving the report shall be suspended pending the receipt of the requested information.

If the Commission deems that a payment request cannot be met, it shall revert to the Organisation with a request specifying the additional information it requires within a second 45-day period. The payment period shall be suspended pending the registration of a properly formulated payment request.

In case of renewed rejection, the European Commission reserves the right to terminate the agreement by invoking Article 13.2 (b) hereof.

Approval of the final reports does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

16.5 The Commission shall notify the Organisation of the final amount of the European Community's contribution and the balance to be paid or recovered pursuant to Article 18 hereof. The Organisation shall have two months from the date of

notification, or in the absence of such notification from the date on which payment of the balance is received, in which to make a written request for clarification, setting out any arguments for contesting the final amount calculated by the Commission. Requests reaching the Commission after expiry of the period of two months shall not be admissible. The Commission undertakes to provide such clarification in writing providing the grounds for its calculation within two months of receipt of admissible requests. This procedure is without prejudice to the Organisation's right to refer the matter to arbitration in accordance with the provisions of Article 14.

- 16.6 On expiry of the period for payment specified in paragraph 4 of this Article, the International Organisation may, within two months of receiving a late payment, demand interest at the rate applied by the European Central Bank for its main refinancing Operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which the payment was due, increased by three and a half percentage points.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment, inclusive. The interest shall not be treated as a receipt for the Action for the purposes of determining the final amount of Community financing within the meaning of Article 18 hereof. The suspension of payment by the Commission may not be considered as late payment.

- 16.7 The European Commission shall make payments in euro into the bank account referred to in Article 6 of the Special Conditions of the contribution agreement.
- 16.8 Where feasible, the funds paid by the European Commission shall be maintained in euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.

Article 17 – Accounts and technical and financial checks

- 17.1 The International Organisation shall keep accurate and regular records and accounts of the implementation of Actions. Separate accounts shall be kept for each Action, and shall detail all income and expenditure.

For Multi-donor Actions, the accounting regulations and rules of the International Organisation shall apply. This is based on the understanding that these regulations and rules conform to internationally accepted standards.

In all other cases, the International Organisation shall use a dedicated double-entry book-keeping system as part of or as adjunct to the Organisation's own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the European Commission.

- 17.2 Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the financial regulations, rules and

directives of the International Organisation. A copy of the audited financial statements shall be submitted to the European Commission by the Organisation.

- 17.3 The International Organisation shall, until at least five years after the end date as specified in Article 13.9:
- keep financial accounting documents concerning the activities financed by the European Community and,
 - make available to the competent bodies of the European Communities, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the International Organisation or the Organisation's implementing partners or contractors involved.
- 17.4 In conformity with its financial regulations, the competent bodies of the European Communities may undertake, including on the spot, checks related to the Actions financed by the European Community.
- 17.5 These provisions shall be applied in accordance with any specific agreement concluded in this respect by the International Organisation and the European Community.

Article 18 – Final amount of Community financing

- 18.1 Without prejudice to Article 17.4 of the General Conditions, the European Commission shall adopt the amount of the final payment to be made to the International Organisation on the basis of the documents referred to in Article 16.4 hereof that it has approved.
- 18.2 The total amount to be paid by the European Commission to the International Organisation shall not exceed the maximum contribution established by Article 3(2) of the Special Conditions, even if the overall actual expenditure exceeds the estimated total budget set out in Annex II of the contribution agreement.
- 18.3 Where Article 3(2) of the Special Conditions sets out a maximum percentage of estimated total eligible cost to be financed by the European Community, and if the eligible costs at the end of the Action are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the contribution of the European Community may be limited to the amount produced by multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.
- 18.4 The International Organisation accepts that the financial contribution of the European Community shall be limited to the amount required to balance income and expenditure for the Action and that it may not in any circumstances result in a surplus for the Organisation.
- 18.5 Without prejudice to Article 13 hereof, where the Action is not completed within the implementation period of the agreement, the funds that remain unspent after all liabilities incurred in this period have been satisfied, including, where applicable, interest earned, will be reimbursed to the European Community.

- 18.6 Where the Action is not carried out at all, or is not carried out properly, in full or on time and without prejudice to its right to terminate the contribution agreement pursuant to Article 13.2 (b) hereof, the European Commission may, after allowing the Organisation to submit its observations, reduce the contribution pro rata in relation to the actual implementation of the Action on the terms laid down in the contribution agreement.

Article 19 – Recovery

- 19.1. Where recovery is justified, the Organisation undertakes to repay to the European Community any amounts paid in excess of the final amount due within 45 days of receiving a request from the European Commission.
- 19.2 If the Organisation fails to pay by the date set by the European Commission, the sum due shall bear interest at the rate indicated in Article 16.6. Interest on late payment shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.
- 19.3 Amounts to be repaid to the European Community may be offset against amounts of any kind due to the International Organisation, after informing it accordingly. The International Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in instalments.
- 19.4 Bank charges occasioned by the recovery of the sums owed to the European Community shall be borne solely by the International Organisation.



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO
FRAMEWORK PARTNERSHIP AGREEMENT
Annex V

RULES AND PROCEDURES
APPLICABLE TO PROPERTY, SUPPLY, WORKS AND SERVICE
CONTRACTS FINANCED BY THE
GENERAL BUDGET OF THE EUROPEAN COMMUNITIES IN THE
COURSE OF
HUMANITARIAN AID OPERATIONS

INTRODUCTION

The Financial Regulation applicable to the general budget of the European Communities¹, (hereafter referred as the Financial Regulation), establishes that when the implementation of a grant agreement requires the award of contracts, irrespective of whether the action is financed in whole or in part from a contribution of the European Community, the award procedure must comply with the principles of:

- *Transparency* in the procurement process;
- *Proportionality* between the procedures followed for awarding contracts and the value of the contracts;
- *Equal treatment* of potential contractors;
- *Non-discrimination* among donors.

The present document, Annex V of the European Commission Framework Partnership Agreement with Humanitarian Organisations for the financing of humanitarian aid operations, establishes the rules and procedures that Humanitarian Organisations are required to observe when awarding property, supply, works and service contracts².

Procurement in the framework of humanitarian operations shares the objectives of economy and efficiency with other types of interventions. On these grounds, Humanitarian Organisations must award the contract to the tender offering the best value for money, that is to say, the best price-quality ratio. Moreover, the procurement procedure must be free of any interference due to a situation of conflict of interests³.

Other considerations linked to the nature of humanitarian aid and to the context in which the operations take place, impose supplementary obligations and, on the other hand, justify more flexible procedures.

Relevant factors in establishing these rules and procedures are the importance of timely delivery of the aid and the eligibility of stocks⁴; the security constraints and the safety of humanitarian workers in the field; the control of quality and the compliance with international standards; the specificity of humanitarian supplies and the role of humanitarian procurement centres; the integration of procurement as one of the tools of the humanitarian intervention; and the guarantee of the highest ethical standards.

Recognising these particular requirements, the implementing rules of the Financial Regulation (hereafter Implementing Rules) in Article 238, paragraphs 2 and 3, provide for the adoption by the Commission of dedicated provisions establishing the procedures to follow for awarding contracts in the framework of humanitarian operations.

¹ C.f. Articles 89.1 and 120.1 of Council Regulation (EC,Euratom) N° 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, hereafter referred in the footnotes as FR.

² C.f. Article 184.2 of Commission Regulation (EC,Euratom) N° 2342/2002 of 23 December 2003 laying down detailed rules for the implementation of Council Regulation (EC,Euratom) N° 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, hereafter referred in the footnotes as IRFR.

³ C.f. Article 184.1 IRFR.

⁴ C.f. Article 171 (a) IRFR.

This document is divided into Chapters (one digit), sections (two digits) and paragraphs (three or four digits). The document employs the numbering of paragraphs in order to facilitate the identification of the provisions.

The structure of Annex V of the Framework Partnership Agreement is the following:

Chapter 1 defines the scope of application of these rules and procedures and states the general principles.

Chapter 2 establishes the eligibility criteria and the causes for ineligibility and exclusion from tender procedures.

Chapter 3 sets up the rules common to all procedures.

Chapter 4 defines the different procurement procedures and presents the procedures to be followed for each type of contract.

Chapter 5 defines the special rules applicable in cases of emergency and primary emergency operations, the constitution of stocks, property contracts, framework contracts, procurement centres, co-financing and Community exports of foodstuffs.

1. DEFINITIONS, SCOPE OF THESE RULES AND GENERAL PRINCIPLES

1.1. For the purposes of these rules the following definitions shall be used:

- 1.1.1. The term contract refers to contracts for pecuniary interest concluded in writing by a contracting authority in the context of a humanitarian operation, in order to obtain, against a payment of a price paid in whole or in part from a contribution from the Community budget (and where applicable, from the European Development Fund) the supply of assets, the execution of works or the provision of services.
- 1.1.2. Property contracts cover the rental of land, existing buildings or other real estate. The Community contribution to a humanitarian operation cannot finance the purchase of immovable assets.
- 1.1.3. Supply contracts cover the purchase, leasing, rental or hire purchase, with or without option to buy, of products. The delivery of products may in addition include siting, installation and maintenance.
- 1.1.4. Works contracts cover either the execution, or both the execution and design of works or the realisation, by whatever means, of a work corresponding to the requirements specified by the contracting authority. By 'work' we intend the outcome of building or civil engineering works taken as a whole that is sufficient by itself to fulfil an economic or technical function.
- 1.1.5. Service contracts cover all intellectual and non-intellectual services other than those covered by supply contracts, works contracts and property contracts. Service contracts equally comprise study and technical assistance contracts.

A study contract is a contract concluded which includes studies for the identification and preparation of projects, feasibility studies, technical studies and audits.

A technical assistance contract is a contract where the contractor is called on to play an advisory role, to manage or supervise a project or to provide the consultants specified in the contract.

- 1.1.6. A contract covering both products and services shall be considered a service contract whenever the value of the services in question exceeds that of the products included in the contract. The same principle shall apply to define the procurement procedure to be followed in other hybrid contracts.
- 1.1.7. Contracting authority refers to the Humanitarian Organisation awarding contracts in the framework of a humanitarian aid operation with a financial contribution from the Community budget (see point 1.2 below). In the present text, the terms contracting authority and Humanitarian Organisation are used interchangeably.
- 1.1.8. The terms supplier, contractor and service provider refer to three categories of economic operator, natural or legal persons, who supply products, execute works and provide services respectively. Economic operators who have submitted a tender offer are referred to as tenderers. Those who have asked to

be allowed to take part in a restricted or negotiated procedure are referred to as candidates.

- 1.1.9. The term contract notice refers to the publication by which the contracting authorities, in the framework of a restricted procedure, make known their intention to launch a procurement procedure. Tender notice refers to the notice published in the framework of an open procurement procedure for the same purpose. Award notice is the publication of the outcome of the award procedure.
- 1.1.10. Taking into account the type of operation and its implementing context, goods can be classified as “dedicated supplies” and “non-dedicated commodities”. In general terms, supplies related to the implementation of health, nutrition and water and sanitation activities and/or subject to international quality standards can be considered as dedicated supplies. Other products not available in the country of operation may be exceptionally considered dedicated supplies. In any case, the Humanitarian Organisation shall agree with the Commission on the products to be considered dedicated supplies in a given operation. Other supplies shall be considered non-dedicated commodities.
- 1.1.11. A framework contract for supplies is a contract concluded between a contracting authority and an economic operator for the purpose of laying down the essential terms governing a series of specific contracts to be awarded during a given period, in particular as regards the duration, subject, prices, conditions of performance and the quantities envisaged.
- 1.1.12. Humanitarian procurement centres are non-profit making, autonomous and professional structures, specialised in the technical and commercial management of supplies necessary for the implementation of humanitarian operations. They provide technical assistance in procurement to Humanitarian Organisations, putting at their disposal pre-established stocks, purchasing and logistics capacity.
- 1.1.13. Primary Emergency operations are those humanitarian operations funded by a Primary Emergency Decision adopted by the Commission under the procedure established under Commission Decision SEC (2001) 873.

Emergency operations are those humanitarian operations funded by a Commission Decision adopted in accordance with the procedure laid down in Article 13 of the 1257/96 Regulation on humanitarian aid.

1.2. Scope and applicability of these rules.

On the basis of the Regulation on Humanitarian Aid, the Community may finance humanitarian operations implemented by the Commission itself, specialised agencies of the Member States, International Organisations and non-governmental Organisations⁵.

⁵ C.f. Articles 7,8 and 9 of Council Regulation (EC, Euratom) No 1257/96 of 20 June 1996 concerning humanitarian aid, OJ L 163, of 2 July 1996.

- 1.2.1. In case of direct implementation by the Commission of a humanitarian operation, Chapter 2 of Title V of the First Part of the Financial Regulation and the related provisions of the Implementing Rules establish the procedures applicable to contracts awarded by the Community institutions on their own account.
- 1.2.2. Whenever the humanitarian aid operation is implemented by an International Organisation, the latter may apply its own procedures for awarding contracts, if those procedures provide guarantees equivalent to internationally accepted standards.

If that is not the case or in specific instances, the Commission and the International Organisation shall agree on the procedures to be followed. In that event, such rules shall be included in the contribution agreement.

The International Organisation's rules on nationality and origin will apply in case of Joint Management⁶ (or Multi-donor actions⁷). In other operations, financed in whole or co-financed by the European Community, the rules on nationality and origin set up in Chapter 2 hereof shall apply.

- 1.2.3. Where the grant beneficiary is a specialised body of the Member States the Community Directives applicable to public procurement shall apply.
- 1.2.4. Where the operation is implemented by a non-governmental organisation the provisions of this Annex shall apply.

These rules and procedures are an integral part of the grant agreements signed with the Commission for the financing of humanitarian operations. Therefore, in case of non-compliance, expenditure related to the irregular contracts for the operations in question will not be eligible for Community financing.

The Commission will carry out ex post checks on the contracting authorities' compliance with the rules established hereof. In accordance with Article 120.2 of the Financial Regulation, grant agreements expressly enable the Commission, including the European Anti-Fraud Office (OLAF), and the Court of Auditors to exercise their powers of control, on documents and on the spot, over all contractors and sub-contractors who have received Community funds.

1.3. General principles.

- 1.3.1. Whenever the implementation of a Community financed or co-financed operation requires the Humanitarian Organisation to award procurement contracts, the contract shall be awarded to the tender offering the best value for money, that is to say, the best price-quality ratio, in compliance with the

⁶ Article 53 of the Financial Regulation.

⁷ According to the terminology used in the Financial and Administrative Framework Agreement between the European Community, represented by the Commission of the European Communities, and the United Nations, (FAFA), signed on 29 April 2003.

principles of transparency and equal treatment for potential contractors, care being taken to avoid any conflict of interests⁸.

- 1.3.2. The Commission requires that contracting authorities, tenderers and candidates observe the highest ethical standard during the procurement and execution of contracts.
 - 1.3.2.1. Contracting authorities shall reject any proposal put forward by tenderers or candidates, or, where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. To this end, contracting authorities are responsible to introduce the necessary provisions in the bidding and contractual documents. Administrative or financial penalties imposed shall be in proportion to the importance of the contract and the seriousness of the misconduct.
 - 1.3.2.2. The Humanitarian Organisation must inform immediately the Commission in the event of being confronted by these practices, providing all the relevant information.
 - 1.3.2.3. In accordance with Article 13.4 (e) of the General Conditions applicable to European Community agreements for humanitarian aid operations, whenever it is established that the Humanitarian Organisation, intentionally or by negligence, has caused a loss to the Community budget, the Commission shall terminate with immediate effect the grant agreement with the Humanitarian Organisation.
 - 1.3.2.4. Without prejudice to the application of penalties laid down in the grant agreement, the Commission may apply the relevant provisions of Article 133 of the Implementing Rules.
- 1.3.3. The contracting authority shall satisfy itself with regard to the non-exploitation of child labour and the respect of basic social rights and working conditions by candidates and tenderers.
- 1.3.4. The Humanitarian Organisation shall establish standard procedures on procurement and guidelines for tender documents. Those procedures shall comply with the general principles enunciated in this section 1.3. Tender documents must be drafted in accordance with the best international practice. Guidelines for tender documents must provide for the evaluation of proposals on the basis of exclusion, selection and award criteria announced in advance. The assessment of tender proposals shall be based on the necessary technical and administrative expertise. In accordance with the value of the contract, a committee may assess tenders.

The Commission reserves the right to exercise its powers of control, on documents and on the spot, over all contractors and sub-contractors who have received Community funds, in order to verify the conformity of the

⁸ C.f. Article 184.1 IRFR.

Humanitarian Organisation's rules and procedures on procurement and its implementation.

2. NATIONALITY RULE AND RULES OF ORIGIN. CAUSES FOR INELIGIBILITY AND EXCLUSION FROM TENDER PROCEDURES.

2.1. Nationality rule⁹.

Participation in tendering procedures shall be open on equal terms to all persons coming within the scope of the Treaties and, in accordance with the specific provisions in the basic instruments governing the funding of humanitarian aid, to all such natural and legal persons who are nationals of the beneficiary third countries or any other third country expressly mentioned in those instruments. The basic instruments governing the funding of humanitarian aid operations are the Regulation on humanitarian aid¹⁰ and the Cotonou Agreement¹¹.

2.1.1. Whenever an agreement on widening the market for procurement of goods or services to which the Community is party applies, the contracts for procurement are also open to third-country nationals other than those referred to in paragraph 2.1, under the conditions laid down in that agreement.

2.1.2. The nationality rule does not apply to the personnel of contractors taking part in an operation financed by the Community.

2.2. Rule of origin.

All supplies purchased under a supply contract must originate in the Community or in an eligible country as defined in point 2.1 herein.

This rule applies to supplies and equipment purchased by a contractor for works or service contracts financed out of the Community contribution if the supplies and equipment are to become the property of the beneficiaries of the project or transferred to a local Humanitarian Organisation once the contract is completed.

⁹ C.f. Article 168 of the Financial Regulation.

¹⁰ Op.cit. footnote 5.

¹¹ Partnership Agreement between the Members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000.

2.3. Derogations from the rules of nationality and origin.

Any departure from the rules of nationality and origin set out above is subject to prior written approval from the European Commission, which shall deal expeditiously with any request accompanied with proper justification.

Derogations from those rules shall be funded on technical and quality reasons, shortfall or unavailability on the markets of the aforementioned countries, costs or delays due to transport or on the grounds of legislation in the country of operation.

2.4. Ineligibility criteria.

The contracting authority shall exclude from participation in a procurement procedure candidates or tenderers falling into any of the following cases:

- (a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata*;
- (c) They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Candidates or tenderers must certify by any relevant means that they are not in one of the situations listed above.

2.5. Exclusion causes.

Contracts shall not be awarded to candidates or tenderers who, during the procurement procedure:

- (a) Are subject to a conflict of interest;
- (b) Are guilty of misrepresentation in supplying the information required by the Humanitarian Organisation as a condition of participation in the contract procedure or fail to supply this information.

3. RULES COMMON TO ALL TENDER PROCEDURES

- 3.1.** In order to determine the tenderer offering the best value for money, that is to say, the best price-quality ratio, Humanitarian Organisations will take always into account at least the following criteria: price, quality, compliance with international norms and delay for delivery.
- 3.2.** The Humanitarian Organisation has the sole responsibility for complying with any contractual obligation incumbent on it. The respective rights and obligations of the Humanitarian Organisation and the contractors are governed by the tender documents and the contracts signed by the Humanitarian Organisation with those contractors. The Commission is not bound by these contracts and recognises no contractual link between itself and the Humanitarian Organisation's contractors.
- 3.3.** If the Humanitarian Organisation wishes to refer to the European Community in the tender documents, the following clause shall be included:

“(Name of the Humanitarian Organisation) has received a grant from the European Commission (or in appropriate cases, has presented a funding request to the European Commission) for the implementation of the Humanitarian Aid operation entitled (name of the operation) and intends to apply a portion of that grant to payments under this contract. The European Commission will establish the final amount of the grant and will liquidate it to (name of the Humanitarian Organisation) on completion of the operation on the basis of the expenses presented and declared eligible. No party other than (name of the Humanitarian Organisation) shall derive any rights from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the Commission entertain any request for indemnity or payment directly submitted by the Humanitarian Organisation's contractors.”
- 3.4.** Contracts signed by the Humanitarian Organisation with contractors shall include provisions guaranteeing the Commission, the European Anti-Fraud Office and the Court of Auditors, appropriate right of access to the contractors' financial and accounting documents for the purposes of checks and audits.
- 3.5.** The estimated value of a contract may not be determined with a view to evading the requirements laid down in these rules, nor may a contract be split up for that purpose.

Where the subject of a contract is subdivided into several lots, each one the subject of an individual contract, the value of each lot must be taken into account for the overall evaluation of the applicable threshold.

- 3.6.** Without prejudice to the specific prior publication requirements established in Chapter 4 below, publication and advertising of invitations to tender and tender notices must be sufficient and appropriate to ensure genuine competition. Care should be taken to ensure adequate advance publication and reasonable time for the presentation of tenders.

When feasible, advertising in technical magazines and trade publications shall be envisaged. Tender notices and contract notices must also be advertised in specialised electronic portals with free access and published in the Humanitarian Organisations' Web site.

3.6.1. When the present rules prescribe international publication, the contracting authority shall advertise the tender notice or the contract notice in the country of operation, by any relevant means available, and in a specialised periodical published in the European Union.

3.6.2. When the present rules prescribe local publication, the contracting authority shall advertise the tender notice or the contract notice in the country of operation, by any relevant means available.

- 3.7.** With independence on the award procedure followed¹², Humanitarian Organisations shall publish in their Web site the award notice of any contract related to the implementation of an operation financed in whole or in part from a contribution of the European Community, indicating that the operation has received funding from the Community.

- 3.8.** Upon a duly substantiated request by the Humanitarian Organisation, the European Commission may agree to forego such publicity¹³ if disclosure of the above information would endanger the organisation's safety or harm its interests.

4. PROCUREMENT PROCEDURES TO BE FOLLOWED ACCORDING TO THE TYPE OF CONTRACT

4.1. Procurement procedures shall take one of the following forms:

4.1.1. Open procedure

Tender procedures are open whenever all interested economic operators may submit a tender after publication of an tender notice. The tender notice shall specify at least the rules governing the lodging/submission and presentation of tenders, the exclusion, selection and award criteria and set out the technical specifications.

The scope of the publication of the tender notice shall be established taking into account the value and type of the contract.

¹² See section 4.1. Contracts can be awarded by open, restricted and negotiated procedures and by single bid.

¹³ Ex ante and ex post publication.

4.1.2. **Restricted procedure**

Tender procedures are restricted whenever, after publication of a contract notice, all economic operators may ask to participate to an invitation to tender, but only those candidates satisfying the selection criteria and invited simultaneously by the contracting authority may submit a tender.

The contract notice shall specify at least the rules governing the lodging/submission of candidacies, the exclusion, selection and award criteria and set out the essential technical specifications.

The selection phase may be repeated for each individual contract or may involve the drawing up of a list of potential candidates following a call for expressions of interest.

The number of candidates invited to submit a tender may not be less than four, provided that a sufficient number of candidates satisfy the selection criteria. In any event, the number of candidates invited shall be sufficient to ensure genuine competition.

The scope of the publication of the contract notice shall be established taking into account the value and type of the contract.

4.1.3. **Negotiated procedure**

The contracting authorities invite simultaneously and in writing the tenderers of their choice to negotiate the terms of the contract. The written communication shall be the means by which the contracting authorities make known their intention to launch procurement procedures.

In negotiated procedures the number of candidates invited to negotiate shall not be less than four. In any event, the number of candidates invited shall be sufficient to ensure genuine competition.

4.1.4. Exceptionally, contracting authorities may place the order on the basis of a **single quote** in the following cases:

(a) In primary emergency and emergency operations;

(b) Whenever no tenderers or no suitable tenders have been submitted in response to an open, restricted or negotiated procedure after the initial procedure has been completed, provided that the original terms of the contract are not substantially altered;

(c) Whenever, for technical reasons or for reasons connected with the protection of exclusive rights, the contract can be awarded only to a particular economic operator;

(d) For additional contracts consisting in the repetition/renewal of services, works or supplies entrusted to a contractor awarded an earlier contract in a similar humanitarian operation in the same region, provided that the terms of the original contract are not substantially altered and that the first contract was

awarded under the open procedure. The period elapsed from the award of the first contract shall not be longer than one year;

(e) For additional works and services not included in the initial contract which, due to unforeseen circumstances, have become necessary for the performance of the contract, provided that the aggregate amount of additional works or services does not exceed 50% of the value of the principal contract;

(f) For property contracts (renting of property only), after prospecting the local market;

(g) Whenever orders are placed with a humanitarian procurement centre;

(h) For contracts of a value below EUR 5000.

4.1.5. In any event, the works, services or goods supplied on the basis of a single quote must comply with the following requirements:

(a) Satisfactory quality;

(b) Timely delivery or completion;

(c) The price corresponds to market prices and does not affect adversely the economy and efficiency of the operation.

4.2. Works contracts

4.2.1. Works contracts worth **EUR 5 000 000 or more** must be awarded by means of an open tender procedure following the international publication of the tender notice.

4.2.2. Works contracts worth **from EUR 300 000 and up to EUR 4 999 999** shall be awarded by means of an open tender procedure published locally. A local open tender procedure must provide other eligible contractors with the same opportunities as local firms.

4.2.3. Works contracts worth **from EUR 5 000 up to EUR 299 999** shall be awarded by means of a negotiated procedure.

4.3. Service contracts

4.3.1. Service contracts worth **EUR 200 000 or more** shall be awarded by means of a restricted tender procedure following the international publication of a contract notice.

4.3.2. Service contracts worth **from EUR 5 000 and up to EUR 199 999** shall be awarded by means of a negotiated procedure.

4.4. Supply contracts

4.4.1. Specific requirements for the procurement of pharmaceutical products and medical devices:

(a) Humanitarian Organisations shall abide by international norms for the procurement of pharmaceutical products and respect patents and national drug regulations in the individual countries.

(b) The purchase of medicines shall be based on the pre-qualification of pharmaceutical manufacturers who comply with the World Health Organisation Good Manufacturing Practice Guidelines.

(c) The award criteria shall give priority to suppliers of medical devices that comply with ISO certification 9001/EN46001 or ISO 9002/EN46002. In respect to Medical equipment, the award criteria shall give priority to suppliers that comply with essential requirements described in the Council Directive 93/42/EEC of 14 June 1993, concerning medical devices¹⁴.

This enumeration of international standards is neither exhaustive, nor definitive. Humanitarian Organisations shall take as a reference any internationally recognised standard that may be set and the updates and revisions of the standards mentioned hereof.

4.4.2. Supply contracts worth **EUR 150 000 or more** must be awarded by means of an open tender procedure following the international publication of the tender notice.

4.4.3. Supply contracts of “**non-dedicated commodities**” from **EUR 30 000 and up to EUR 149 999** are awarded by means of an open tender procedure published locally. A local open tender procedure must provide other eligible suppliers with the same opportunities as local firms.

Supply contracts of “**dedicated supplies**” from **EUR 30 000 and up to EUR 149.999** may be awarded by means of a restricted tender procedure following the international publication of a contract notice.

4.4.4. Supply contracts of “**non-dedicated commodities**” worth **from EUR 5 000 and up to EUR 29 999** must be awarded by means of a negotiated procedure.

4.4.5. For “**dedicated supplies**” worth **up to EUR 29 999** the Humanitarian Organisation may place orders on the basis of a single quote.

¹⁴ OJ L 169, 12/07/1993.

5. SPECIAL RULES

5.1. Emergency and primary emergency operations

In the framework of emergency and primary emergency operations, and in accordance with point 4.1.4 (a), Humanitarian Organisations may place their orders on the basis of a single quote. In this case, the Humanitarian Organisation must be able to present the reasons that prevented a larger consultation.

5.2. Stocks: constitution and use

Expenditure incurred by the Humanitarian Organisation before the date of submission of the project proposal and related to the constitution of stocks of goods and equipment for use in connection with the operation for which the grant is awarded is eligible for Community financing¹⁵.

To this end, the procedures followed by the Humanitarian Organisation for the constitution of those stocks shall guarantee the compliance with the general principles set out in section 1.3.

In addition, those stocks shall conform to the requirements established in point 4.1.5.

5.3. Property contracts (Renting of property only)

In accordance with point 4.1.4 (f), property contracts may be awarded on the basis of a single quote after prospecting the local market.

5.4. Framework contracts for supplies

5.4.1. Framework contracts for supplies shall be awarded by means of a restricted tender procedure following the international publication of a contract notice. The contract notice shall state the number of candidates who will be invited to submit tenders. This will be within a range of four to eight candidates.

Only candidates satisfying the published selection criteria and invited in writing by the Humanitarian Organisation may submit a tender.

5.4.2. The duration of such framework contracts may not exceed four years. Framework contracts may not be used in such a way as to prevent, restrict or distort competition.

5.4.3. Specific contracts based on a framework contract shall be awarded in accordance with the terms laid down in the framework contract they relate to. In any case, specific contracts shall comply with the requirements established in point 4.1.5.

¹⁵ C.f. Articles 171 IRFR and 15.2 of the General Conditions.

5.5. Humanitarian procurement centres

- 5.5.1. Humanitarian procurement centres shall guarantee equal treatment of suppliers and among Humanitarian Organisations, high standards for integrity, transparency, price, performance and quality.
- 5.5.2. Humanitarian procurement centres shall grant the Commission, the European Anti-Fraud Office and the Court of Auditors, appropriate right of access to the contractors financial and accounting documents for the purposes of checks and audits.
- 5.5.3. Whenever a contracting authority places its orders with a humanitarian procurement centre on the basis of a single bid, the latter shall comply with the relevant rules and procedures established herein. Where needed, the procurement centre shall be responsible, for launching the required tender procedure.

Stocks of goods and equipment supplied by the procurement centre shall comply with the requirements established in section 5.2.

Whenever an order is placed with a humanitarian procurement centre by a single bid procedure, the Community may contribute to the indirect costs of the procurement centre on the basis of the cost of goods, equipment and services within that order. To this end, contractual arrangements between the Humanitarian Organisation and the procurement centre shall include the necessary provisions. In accordance with section 3.2, the Humanitarian Organisation is the sole responsible for transferring this contribution to the procurement centre.

5.6. Procedures applicable to co-financed operations

Where the operation is co-financed by several donors and the European Community is not the largest single contributor, the contracting authority may apply different procedures to award contracts from those established herein on condition that they guarantee equal treatment to all donors and having informed the Commission in the project proposal of the concrete procedures that it will follow. In any event, the general principles established in section 1.3 shall be respected.

5.7. Procedures applicable to the export of Community foodstuffs in the framework of a humanitarian operation

- 5.7.1. When the product can benefit from an export refund it has to be clearly indicated that the financed operation shall be considered as “international food aid” and fulfils the conditions of the applicable regulation of the WTO.
- 5.7.2. When the product is subject for its export to the presentation of a certificate, the supplier has to submit the request for the export licence specifying that it is a certificate “WTO – food aid ” in accordance with the legislation in force.
- 5.7.3. The payment to the supplier is subordinated to presentation of the copy of the export licence. The price will be the net price after deduction of the applicable export refund.