



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

FRAMEWORK PARTNERSHIP AGREEMENT WITH HUMANITARIAN ORGANISATIONS

The European Community, represented by the European Commission, itself represented for the purposes of signature of this Agreement by [name, forename and function,], Directorate General for Humanitarian Aid, DG ECHO,

herein referred to as “the Commission”,

AND: [full official name], [acronym], [full official address] represented for the purposes of signature of this Agreement by [name, forename and function],

herein referred to as “the Humanitarian Organisation”

and together, jointly referred to as “the Parties”, have agreed this Framework Partnership Agreement and its Annexes.

This Framework Partnership Agreement presents the objectives of the Humanitarian Aid assistance financed by the Commission, lays down the principles, procedures and rules governing such assistance and defines the nature of the partnership relation between the Parties.

This Framework Partnership Agreement has the following Annexes, which shall be deemed an integral part of this Framework Partnership Agreement:

- Annex I Single Form
- Annex II Standard Format Grant Agreement
- Annex III General Conditions applicable to the Grant Agreement
- Annex IV Rules and procedures applicable to property, supply, works and service contracts awarded within the framework of humanitarian Actions financed by the European Communities.

By signing this Framework Partnership Agreement, the Humanitarian Organisation accepts the provisions of the various parts of this Framework Partnership Agreement and their application to any resulting Grant Agreement.

The text of this Framework Partnership Agreement takes precedence over the Annexes.

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

For the Humanitarian Organisation

[name / forename / function]

Signature

Done at [place], [date]

For the Commission

[name / forename / function]

Signature

Done at [place], [date]

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Whereas

- (1) The purpose of this Framework Partnership Agreement is to define the mutual roles and responsibilities of the partners in implementing humanitarian actions financed by the European Community in accordance with Council Regulation 1257/96 of 20 June 1996 concerning humanitarian aid¹ (herein referred to as Humanitarian Aid Regulation) and is based on its Article 16.2. It complies with the requirements of Council Regulation (EC, Euratom) N° 1605/2002 of 25 June 2002 applicable to the general budget of the European Communities² (herein referred to as "the Financial Regulation") and of Commission Regulation (EC, Euratom) No 2342/2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation³, (herein referred to as "the Implementing Rules").
- (2) The European Community's humanitarian action is embedded in the right of people affected by humanitarian crises as a result of natural disasters, wars and outbreaks of violence, or other comparable exceptional circumstances, to international humanitarian assistance. It is guided by the respect of international law and the core humanitarian principles of humanity, impartiality, neutrality and independence, as confirmed by the Commission's Communication to the Council and the Parliament "Towards a European Consensus on Humanitarian Aid"⁴.
- (3) The primary aims of the European Community humanitarian assistance are to save and preserve life, prevent or alleviate suffering and safeguard the dignity of populations of third countries before, during and in the aftermath of humanitarian crises and to facilitate and obtain access to the affected people as well as the free flow of such assistance.
- (4) The European Community allocates humanitarian funding solely according to the affected people's needs on the basis of impartial needs assessments. Financing decisions are not to be guided by or subject to considerations of a political nature. 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.
- (5) The European Community humanitarian assistance is delivered to the beneficiaries through Community-funded Actions that are designed and implemented by humanitarian international and non-governmental organisations and Specialised Agencies of the Member States. The assistance provided includes notably the provision of food, water and sanitation, shelter and health services, nutrition, non-food items, short-term rehabilitation, protection activities, humanitarian de-mining, actions to support disaster preparedness and mitigation.

¹ OJ L 163 of 2 July 1996.

² OJ L 248, 16 September 2002, p.1, as amended by Council Regulation N° 1995/2006 of 13 December 2006 (OJ L 390, 30 December 2006, p. 1).

³ OJ L 357 of 31 December 2002, as amended by Commission Regulation (EC, Euratom) N° 1261/2005 of 20 July 2005 (OJ L 201, 2 August 2005), Commission Regulation (EC, Euratom) N° 1248/2006 of 7 August 2006 (OJ L 227, 19 August 2006) and Commission Regulation (EC, Euratom) N° 478/2007 of 23 April 2007 (OJ L 111, 28 April 2007).

⁴ COM(2007) 317 final.

- (6) In accordance with Article 3 of the Humanitarian Aid Regulation, Community funds may be used to finance the purchase and delivery of supplies, equipments, services or works required for the implementation of humanitarian actions.
- (7) The Commission also funds emergency food aid actions covering the purchase and delivery of food, seeds, livestock and the like, as well as any other measures that are essential for the implementation of such actions.
- (8) Inside the Commission, its Directorate General for Humanitarian Aid, DG ECHO, is responsible for managing the humanitarian assistance to third countries.
- (9) DG ECHO also works at promoting disaster preparedness - as part of an overall Commission Disaster Risk Reduction approach - in order to reduce both vulnerability and exposure of people and communities to risks and disasters and the need for humanitarian actions.
- (10) DG ECHO-funded humanitarian assistance aims at preventing the impact of the crises from worsening and at facilitating the return of affected populations to a minimum level of self-sufficiency, taking, where possible, long-term development objectives into account.
- (11) Beyond the direct response to humanitarian needs in such situations and with full respect of the humanitarian principles, DG ECHO also aims at contributing positively, notably through the "do no harm" principle, to the EU commitment towards policy coherence, complementarity and effectiveness to address the root causes of humanitarian crises. However, humanitarian aid is not a crisis management tool.
- (12) The Parties commit to promote and raise awareness of humanitarian issues on the part of decision-makers and the general public in order to ensure, to the extent possible, that these issues are dealt with in a way that fosters the overall effectiveness of humanitarian assistance.
- (13) With respect to the fulfilment of its mission, DG ECHO considers that its first duty towards the affected people - its major stakeholders – is to ensure that aid is delivered in the most relevant, effective and rapid manner acting in accordance with the provisions of the Humanitarian Aid Regulation.
- (14) As part of a Good Humanitarian Donorship approach, the Commission is committed to maintain a diversity of partners, and to ensure a flexible and predictable financing framework that pays particular attention to forgotten crises/needs.
- (15) DG 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 actions funded.
- (16) DG ECHO is committed to maintain a large and varied partnership based on the assessment of the different capabilities, of the comparative advantages in responding to certain situations or circumstances, as well as on the recognition of the specific and diverse mandates given by the international community to some of its partners. DG ECHO recognises the vital role and added value of non-governmental organisations in providing humanitarian assistance, for their field

presence, flexibility, specialisation, and for being a direct expression of active citizenship at the service of the humanitarian cause.

- (17) In accordance with Article 28a of the Financial Regulation this Framework Partnership Agreement has set up control mechanisms designed to provide reasonable assurance that DG ECHO implements the budget in compliance with effective and efficient internal control, taking into account the diversity of partnership under this Framework Partnership Agreement.
- (18) DG ECHO must ensure that the quality of its partners and of their actions reach high-level targets, in particular in terms of efficiency and accountability. In that sense, DG ECHO may support crosscutting activities that aim to improve the quality and effectiveness of the sector as a whole, including the capacity building of partners (and their own partners).
- (19) DG 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. To this end, and in order to provide a stable legal and administrative framework, the duration of the partnership framework is established to five years.
- (20) In addition, DG 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.
- (21) The partnership, which is set up by this Framework Partnership Agreement, is based on trust and on respect for the objectives, principles, and values set out in this Framework Partnership Agreement. The 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. Parties carry out their roles in the execution of actions funded by the European Community preserving their freedom and autonomy and assuming their responsibilities.
- (22) The Parties have an ethical obligation to each other to accomplish their tasks responsibly, with integrity and in a relevant and appropriate way. Decisive and robust prevention of abuses committed by humanitarians must also be a constant effort.
- (23) The Humanitarian Organisations must make sure they commit to activities only when they have the means, competencies, skills, and capacity to deliver their commitments.

HAVE AGREED AS FOLLOWS

TITLE I OBJECTIVES AND PRINCIPLES OF THIS FRAMEWORK PARTNERSHIP AGREEMENT

Article 1 Objectives of this Framework Partnership Agreement

- 1.1 This Framework Partnership Agreement aims at establishing a long-term co-operation mechanism between the Parties, in order to ensure that humanitarian aid is delivered to its beneficiaries in the most appropriate, rapid, efficient and effective manner.
- 1.2 The main objectives of this Framework Partnership Agreement are:
- a) To optimise the implementation and the results of the humanitarian aid actions financed by the Commission and executed by the Humanitarian Organisation (herein referred to as "the Actions"). The Actions shall be implemented in accordance with the principles of economy, efficiency and effectiveness. Specific, measurable, achievable, relevant and timed objectives shall be set out for all Actions. Performance indicators shall monitor the achievement of those objectives.
 - b) To promote the concept of quality partnership. The signature of this Framework Partnership Agreement is based on a selection procedure and on a commitment to improve the delivery of humanitarian aid. The Commission will support capacity building initiatives and other activities that aim to improve the quality of the humanitarian response of its partners.
 - c) To streamline the procedures and to set up the rules governing the relation between the Parties. This Framework Partnership Agreement implements the specific provisions for humanitarian aid included both in the Financial Regulation and its Implementing Rules.
 - d) To define the control framework providing DG ECHO reasonable assurance on the sound implementation of the budget, whilst maintaining the diversity of partners.

Article 2 Principles of this Framework Partnership Agreement

- 2.1 This Framework Partnership Agreement is based on trust and mutual respect between the Parties. They undertake to promote and consolidate their relationship and their co-operation by ensuring that each one knows and respects the mandate, charters or statutes of the other and by recognising the specificity of each other's contribution to the Actions.
- 2.2 Ownership of the Action is vested in the Humanitarian Organisation which implements the Action, preserving its freedom and independence, assuming its responsibilities.

Article 3 Implementation of this Framework Partnership Agreement

- 3.1 The Parties undertake to develop jointly a quality partnership based on:
- a) transparency and accountability towards the stakeholders. To this end, and as a complement to legal and statutory provisions, the Parties will support and adhere to voluntary codes of good practices or charters;
 - b) the development of strategies and initiatives for Actions and policies to increase the effectiveness humanitarian aid financed by the Commission. To this end, Parties will support international coordination mechanisms for humanitarian response;
 - c) the provision of fair working conditions of humanitarian workers, volunteers or salaried, with special attention to their safety in the field and, to the extent possible, to their professional development;
 - d) the promotion of a learning culture based on the evaluation of Actions and on sharing and disseminating lessons learnt and best practices.
- 3.2 The Humanitarian Organisation commits to highlight the Community nature of the humanitarian aid and to promote the understanding of humanitarian values, in particular in the European Union and in third countries where the Community funds major Actions. In information and communication activities, the affected people shall be presented as dignified human beings, not as objects of pity.
- 3.3 In compliance with the spirit of partnership, the Parties commit themselves to a regular exchange of information both on a bilateral and on a collective basis. In particular:
- a) the Commission will be invited to participate in meetings for the exchange of information and co-ordination, organised at the initiative of the Humanitarian Organisation;
 - b) the Commission will maintain a regular strategic programming dialogue with all signatories of this Framework Partnership Agreement, both at field and at headquarters level, involving them in the identification of priorities;
 - c) the Commission and representatives of the Humanitarian Organisations will meet once a year to monitor its implementation, and whenever necessary;
 - d) once a year the Commission will organise a conference with all signatories of this Framework Partnership Agreement to discuss issues of mutual interest.

TITLE II FINANCING THE ACTIONS

Article 4 Adoption of a financing decision

- 4.1 The Commission shall adopt a financing decision which sets out the essential elements of humanitarian aid funded by the Commission in a country or region, such as the objectives, foreseen results, timetable and budgetary envelope.
- 4.2 The Commission shall notify in writing the Humanitarian Organisations who are identified in the financing decision as potential partners, within fifteen calendar days following the date of adoption of the financing decision, and publish the financing decision on the website of DG ECHO.

Article 5 Eligibility of Actions for Community funding

- 5.1 Actions shall only be eligible for Community funding if they respect international humanitarian law. Assistance to the affected people in the framework of the Actions must be guided by and comply with the following fundamental humanitarian principles:
- a) Humanity: the Actions shall focus on saving and preserving human lives and relieving suffering.
 - b) Impartiality: the Actions shall solely respond to identified needs, without discrimination of any kind between or within affected populations.
 - c) Neutrality: the Actions shall not favour any side in an armed conflict or other dispute wherever they are carried out.
 - d) Independence: the Actions shall respect the autonomy of the humanitarian objectives with regard to political, economic, military or other objectives that motivate actors in the regions where the Actions are carried out.
- 5.2 Actions shall only be eligible for Community funding if they comply with the following criteria:
- a) The Actions fall within the objectives established in Articles 2 and 4 of the Humanitarian Aid Regulation.
 - b) The Actions are implemented in accordance with the provisions of the financing decision referred to in Article 4 herein.

Article 6 Selection of the Actions

- 6.1 Actions eligible for Community financing may be launched either at the initiative of the Humanitarian Organisation which presents an Action proposal, or at the initiative of the Commission by means of a request to the Humanitarian Organisation to undertake an Action independently or in cooperation with other organisations.

- 6.2 Action proposals shall be presented on the Single Form, Annex I of this Framework Partnership Agreement.
- 6.3 The Commission shall assess the Action proposal taking into account inter alia the provisions of the financing decision, the principles of sound financial management and the Action's intended results and targets.
- 6.4 If the Commission refuses the Action proposal, it shall inform the Humanitarian Organisation as soon as possible and explain the reasons for its refusal.
- 6.5 Funds allocated by the Commission may finance an Action in part or in full. When establishing the rate of financing for the Action, the Commission shall take into account the urgency of the Action, the availability of other donors, having due regard to the respect of the core humanitarian principles, and any other relevant circumstances.
- 6.6 In case of co-financing, the Humanitarian Organisation shall identify in the Action proposal the other donors it invited to contribute. In the final reports, narrative and financial, the Humanitarian Organisation shall indicate the amounts of the actual contributions of the other donors.

Article 7 Grant Agreements governing the Actions

- 7.1 If the Commission approves the Action proposal, both Parties shall conclude a Grant Agreement governing the Action. The Commission shall draft the Grant Agreement according to the Grant Agreement, Annex II to this Framework Partnership Agreement. Without prejudice to the Specific Conditions that may be included in the Grant Agreement, the General Conditions established in Annex III to this Framework Partnership Agreement shall apply to the Grant Agreement.
- 7.2 The Humanitarian Organisation shall award the contracts necessary for the implementation of the Action in accordance with the rules and procedures established in Annex IV of this Framework Partnership Agreement.
- 7.3 The intermediate and final narrative reports shall be based on the standard format of Annex I to this Framework Partnership Agreement. The final financial report shall comply with the requirements laid down in Annex III of this Framework Partnership Agreement.
- 7.4 The Grant Agreement shall comply with the principles laid down in this Framework Partnership Agreement.

Article 8 Minimum Standards for the implementation of the Actions

- 8.1 Without prejudice to the rules laid down in Annex III to this Framework Partnership Agreement, the Humanitarian Organisation shall implement Actions in accordance with the best practices in the sector whilst taking into account the specific operating environment and observing the highest ethical standards.
- 8.2 Priority shall be given to the analysis of the beneficiaries' situation given the circumstances and context of intervention, including assessments of the different

needs, capacities, and roles that might exist for men and women within the given situation and cultural context.

8.3 To this end, the Humanitarian Organisation shall:

- a) allocate funds according to needs assessment and promote the common objective of responding globally to humanitarian needs;
- b) promote the participation of beneficiaries in the establishment, implementation and evaluation of Actions;
- c) endeavour to base Actions on local capacities, respecting the culture, the structure and the customs of the communities and of the countries where the Actions are carried out, without prejudice to the fundamental rights of the person;
- d) establish the linkage between relief, rehabilitation and development to help the affected populations regain a minimum level of self sufficiency, taking long term development objectives into account, whenever possible;
- e) contribute to the strengthening of capacities of communities affected, in order to prevent, prepare for, reduce and respond to future humanitarian crises.

TITLE III MONITORING AND CONTROL

Article 9 Compliance with conditions and criteria for signature of this Framework Partnership Agreement

The signature of this Framework Partnership Agreement is based on an assessment by the Commission, of the Humanitarian Organisation's compliance with conditions and criteria laid down in the Humanitarian Aid Regulation and in the Financial Regulation. The Humanitarian Organisation undertakes to maintain its compliance with these criteria and conditions for the duration of this Framework Partnership Agreement. Both Parties agree that if the Humanitarian Organisation no longer complies with these criteria, the Commission shall take appropriate action including notably suspension or termination of this Framework Partnership Agreement.

Article 10 Exclusion situations

The Humanitarian Organisation who is in any of the exclusion situations listed in Article 93, 1 of the Financial Regulation or in any of the cases mentioned in Article 94 of the Financial Regulation shall be excluded from this Framework Partnership Agreement pursuant to Article 15.

Article 11 Control mechanism applicable to the Actions

11.1 In accordance with Article 28a of the Financial Regulation, and in order to ensure a proportional approach of control and risk management taking into account the diversity of the signatories of this Framework Partnership Agreement, the

Commission shall submit the Actions of the Humanitarian Organisation to an appropriate control mechanism which shall take one of the following two forms:

- a) a control mechanism focussing on the monitoring of the Action's implementation, more extensive controls related to the final report and supported by ex post audits of the Actions and the compliance with the FPA conditions (herein referred to as "A-control mechanism", "A" standing for Action-related monitoring);
- b) a control mechanism based upon an ex ante assessment of the Humanitarian Organisation's own internal control, risk management and procurement procedures, supported by appropriate monitoring, some controls related to the final report and ex post audits of the implementation of the Humanitarian Organisation's own rules and procedures (herein referred to as "P-control mechanism", "P" standing for Prior assessment and own Procedures).

11.2 In any case, the Humanitarian Organisation shall ensure:

- a) transparent procurement procedures which are non-discriminatory, which exclude any conflict of interest, and which are in accordance with the Mandatory Principles and Special Rules laid down in Annex IV to this Framework Partnership Agreement;
- b) an effective and efficient internal control system for the management of Actions which includes the respect of ethical and humanitarian values, effective segregation of duties and appropriate risk management mechanisms identifying risks and appropriate risk responses;
- c) an accurate, complete and timely accounting system and an independent external audit;
- d) the availability of all relevant information to ensure timely management decisions as well as a sufficiently detailed audit trail.

11.3 If, with regard to the requirements established in Article 11.2, the Commission considers that the internal control and risk management procedures of the Humanitarian Organisation comply with the standards and best practices in the sector, that the procurement procedures comply with the Mandatory Principles and Special Rules defined in Annex IV and that the financial capacity of the Humanitarian Organisation is adequate, the Actions shall be submitted to the P-control mechanism.

11.4 Actions submitted to the A-control mechanism:

- a) shall have a maximum threshold per Action for Community funding. This threshold may only be exceeded if additional controls are set up to ensure acceptable control and financial risk levels for the Action;
- b) shall be subject to specific procedures and thresholds in the area of procurement as defined in the Single Form (Annex I) and the "General Rules and Procurement Procedures" in Annex IV.

- 11.5 Upon signature of this Framework Partnership Agreement, the Commission shall inform the Humanitarian Organisation by registered letter of the control mechanism and related funding threshold applicable to the Actions. The Commission will revise this mechanism and threshold in the context of the annual assessment as governed by Article 12 or on request of the Humanitarian Organisation.

Article 12 Periodic assessment of the Humanitarian Organisation

- 12.1 The assessment of signatory Humanitarian Organisations will be regularly carried out by the Commission in a two-phase procedure. The first phase will be carried out annually and will be compulsory for all Humanitarian Organisations. An in-depth assessment will take place at least once every three years in a second phase. If the Humanitarian Organisation whose Actions are subject to the A-control mechanism, wishes the application of the P-control mechanism, it may request a second phase assessment.

The Commission may at any time request the submission by the Humanitarian Organisation of any documents or information the Commission considers important for the assessment.

- 12.2 In the context of the first phase of the assessment, the Commission verifies each year whether the Humanitarian Organisation continues to comply with the suitability criteria laid down in Article 7.2 of the Humanitarian Aid Regulation, the basic rules and principles governing this Framework Partnership Agreement, and the conditions and criteria as referred to in Article 9, whilst taking into account the implementation of the Actions by the Humanitarian Organisation. The Humanitarian Organisation will also have to assure that it is not in any of the exclusion situations laid down in Article 10.

- 12.3 For the first phase of the annual assessment the Humanitarian Organisation shall submit each year the following documents and information to the Commission:

- a) an up-to-date organisation chart for the headquarters and the field offices of the Humanitarian Organisation, including the number of salaried employees expressed in "full time equivalent";
- b) the annual activity report of the previous year;
- c) the annual accounts, certified by a professional external auditor, of the previous year;
- d) a table demonstrating the different intervention sectors of the Humanitarian Organisation as well as the percentage of the annual budget spent in each sector for the last year;
- e) the percentage of the Humanitarian Organisation's income deriving from (a) the Commission as a whole and of (b) DG ECHO alone;
- f) a formal declaration that the Humanitarian Organisation is not in an exclusion situation listed in Article 93, 1 of the Financial Regulation and that it respects the rules of this Framework Partnership Agreement.

The Humanitarian Organisation shall only submit the following documents if they have changed as compared to versions submitted in previous years:

- a) a declaration that the Humanitarian Organisation has subscribed to a voluntary code of conduct or charter stating its adherence to the principles of impartiality, independence, neutrality and non-discrimination in the delivery of humanitarian aid;
- b) a copy of the legal act of registration with the national administration as well as a translation in English or French;
- c) the Articles of association of the Humanitarian Organisation as well as a translation in English or French of the provisions concerning its aim;
- d) a detailed up-to-date list of the members of the administration board, including their names and an explanation of their assigned functions.

12.4 As a result of the annual assessment, the Commission may:

- a) confirm its partnership with the Humanitarian Organisation and inform the latter of the revised control mechanism and related funding threshold, if applicable;
- b) suspend this Framework Partnership Agreement pursuant to Article 13;
- c) terminate this Framework Partnership Agreement with notice pursuant to Article 15.

TITLE IV SUSPENSION AND TERMINATION OF THIS FRAMEWORK PARTNERSHIP AGREEMENT

Article 13 Suspension of this Framework Partnership Agreement with notice

13.1 The Commission may suspend this Framework Partnership Agreement as a result of the outcome of the annual assessment or if the Humanitarian Organisation no longer complies with the conditions and criteria referred to in Article 9 and 12.1.

13.2 To suspend this Framework Partnership Agreement, the Commission shall serve 45 calendar days' written notice. The Humanitarian Organisation shall have 30 calendar days following receipt of the written notice to submit its observations and take appropriate actions. If the Humanitarian Organisation does not react within this deadline, the notice period continues to run.

The Commission shall react within 15 calendar days following receipt of the Humanitarian Organisation's reply, to confirm or end the suspension. If the Commission confirms the suspension, this Framework Partnership Agreement shall be suspended upon expiry of the notice period (herein referred to as "the Suspension Date"). In the absence of a reply by the Commission, the observations of the Humanitarian Organisation are deemed to be accepted and the suspension shall be ended.

- 13.3 This Framework Partnership Agreement continues to apply to the suspended Humanitarian Organisation to the extent necessary to permit an orderly completion and liquidation of any Grant Agreement which is still in force after the Suspension Date.
- 13.4 The suspended Humanitarian Organisation is not eligible for new funding of Actions which would start after the Suspension Date.
- 13.5 Should the grounds or circumstances for the suspension change subsequently, and on request of the Humanitarian Organisation, the Commission shall examine these changes to assess whether it may end the suspension and reinstate the Humanitarian Organisation's active status.
- 13.6 After one year of suspension, the Commission shall terminate this Framework Partnership Agreement pursuant to Article 15.

Article 14 Suspension of this Framework Partnership Agreement with immediate effect

- 14.1 The Commission may suspend this Framework Partnership Agreement with immediate effect if information comes to its notice concerning presumed infringements by the Humanitarian Organisation of contractual obligations or put into question the signature of this Framework Partnership Agreement, as referred to in Article 9 herein.

The purpose of such suspension shall be to give time to check whether the presumed infringements or changes in the situation of the Humanitarian Organisation have in fact occurred.

- 14.2 The Commission shall inform the Humanitarian Organisation of the suspension of this Framework Partnership Agreement and of the grounds of suspension by registered letter with advice of delivery or equivalent procedure. The suspension takes effect on the day following receipt by the Humanitarian Organisation of the letter (herein referred to as "the Suspension Date").

The Humanitarian Organisation shall have 15 calendar days following receipt of the suspension letter to request the Commission to review its decision, submitting any supporting evidence it considers adequate. If the Humanitarian Organisation does not react within this deadline, this Framework Partnership Agreement continues to be suspended.

The Commission shall react within 15 calendar days following receipt of the Humanitarian Organisation's reply, to confirm or end the suspension. In the absence of a reply by the Commission, the observations of the Humanitarian Organisation are deemed to be accepted and the suspension shall be ended.

- 14.3 This Framework Partnership Agreement continues to apply to the suspended Humanitarian Organisation to the extent necessary to permit an orderly completion and liquidation of any Grant Agreement which is still in force after the Suspension Date.

- 14.4 The suspended Humanitarian Organisation is not eligible for new funding for Actions which would start after the Suspension Date.
- 14.5 The suspension may last as long as necessary to investigate whether the presumed infringements have in fact occurred. If the investigation demonstrates that the infringements have occurred, the Commission shall terminate this Framework Partnership Agreement pursuant to Article 15.

Article 15 Termination of this Framework Partnership Agreement by the Commission with notice

- 15.1 Irrespective of Article 21, the Commission may terminate this Framework Partnership Agreement by serving 45 calendar days' written notice:
- a) in the event of a legal, financial, technical or organisational change in the Humanitarian Organisation's situation which puts into question the signature of this Framework Partnership Agreement, as referred to in Article 9;
 - b) if the Humanitarian Organisation has its Framework Partnership Agreement suspended for more than one year, as referred to in Article 13.6;
 - c) if the Humanitarian Organisation fails to fulfil its obligations under the terms of this Framework Partnership Agreement, and, in particular, has committed infringements, as referred to in Article 14.
- 15.2 The Commission may also terminate this Framework Partnership Agreement by serving 45 calendar days' written notice if the legal base for the humanitarian assistance as funded by the Commission, such as the Humanitarian Aid Regulation, is subject to changes.
- 15.3 The Humanitarian Organisation shall have 15 calendar days following receipt of the written notice to submit its observations and take appropriate actions. If the Humanitarian Organisation does not react within this deadline, the notice period continues to run.

The Commission shall react within 15 calendar days following receipt of the Humanitarian Organisation's reply, to confirm or end the termination. If the Commission confirms the termination, this Framework Partnership Agreement shall be terminated upon expiry of the notice period (herein referred to as "the Termination Date"). In the absence of a reply by the Commission, the observations of the Humanitarian Organisation are deemed to be accepted and the termination shall be ended.

- 15.4 This Framework Partnership Agreement continues to apply to the terminated Humanitarian Organisation to the extent necessary to permit an orderly liquidation of any Grant Agreement which is still in force after the Termination Date.

Article 16 Termination of this Framework Partnership Agreement by the Humanitarian Organisation with notice

Irrespective of Article 21, the Humanitarian Organisation may terminate this Framework Partnership Agreement by serving 45 calendar days' written notice.

TITLE V FINAL PROVISIONS

Article 17 Communication

Communications concerning the principles and rules laid down in this Framework Partnership Agreement shall be sent to the following addresses, in paper copy or by electronic means:

- To the Commission:

European Commission
 Directorate-General for Humanitarian Aid
 Mr/Mrs [...] Head of Unit DG ECHO/B2
 B- 1049 Brussels
 Belgium.
 Official email address: [ECHO-CENTRAL-MAILBOX@ec.europa.eu]

- To the Organisation:

[Name of the Humanitarian organisation]
 Mr/Mrs [...] [Function]
 [Full official address]
 Official email address: [...]

Pursuant to Article 12.2 of the General Conditions, communications concerning specific Grant Agreements and related Actions shall be sent to the attention of the persons and to the addresses, including electronic addresses, identified in Article 7 of the Special Conditions.

As date of receipt of documents, both Parties agree to accept the first date of receipt, be it on paper or by electronic means, whichever happens first.

Article 18 Interpretation

18.1 Mentions to Council or Commission Regulations made in the present Framework Partnership Agreement should be understood as referring to the most recent applicable version of the legislative text as published in the Official Journal of the European Union. The Commission will inform Humanitarian Organisations on the application of any relevant modification of the mentioned Regulations. If required by the substance of the modification, references to European legislation will be updated by means of amendments.

- 18.2 Headings in this Framework Partnership Agreement have no legal significance and do not affect its interpretation.

Article 19 Amendments

Any amendment agreed by the Parties will be in writing and will form part of this Framework Partnership Agreement. Such amendment shall come into effect on the date determined by the Parties.

Article 20 Disputes

- 20.1 The Parties endeavour to settle amicably any dispute arising between them relating to the interpretation or application of the Framework Partnership Agreement, including with regard to its existence, validity or termination.
- 20.2 The Framework Partnership Agreement is governed by European Community law complemented where necessary by Belgian law.
- 20.3 Any dispute between the Parties arising from the interpretation or application of the Framework Partnership Agreement, which cannot be settled amicably, shall be brought before the Court of First Instance of the European Communities.

Article 21 Duration of the Framework Partnership Agreement

- 21.1 This Framework Partnership Agreement shall enter into force as from 1st January 2008. It shall remain valid until 31 December 2012.
- 21.2 The Commission may carry over this Framework Partnership Agreement tacitly for a maximum period of one year. If so, the Commission shall inform the Humanitarian Organisation at the latest three months before the above date. If the Humanitarian Organisation objects to the carry-over, it shall inform the Commission by registered letter with advice of delivery or equivalent procedure at least one month before the above date. If the Commission accepts the objections, this Framework Partnership Agreement shall be terminated on the above date.
- 21.3 Without prejudice to the date of entry into force of this Framework Partnership Agreement as established in Article 21.1 herein, individual Framework Partnership Agreements shall enter into force following the Commission's acceptance of the Humanitarian Organisation's application for partnership. The Commission shall provide two signed originals of this Framework Partnership Agreement for signature to the Applicant. This Framework Partnership Agreement shall be considered to be concluded and enter into force on the date of reception by the Commission of one original signed and returned by the Applicant.