

#### **EUROPEAN COMMISSION**

DIRECTORATE-GENERAL FOR HUMANITARIAN AID - ECHO

#### **GRANT AGREEMENT WITH HUMANITARIAN ORGANISATIONS**

# AGREEMENT NUMBER - [insert number]<sup>1</sup>

The European Community ("the Community"), represented by the European Commission ("the Commission"), itself represented for the purposes of signature of this Agreement by [name, forename and function,], Directorate-General for Humanitarian Aid - ECHO, of the one part,

and

[full official name], [acronym]

[full official address]

("the Humanitarian Organisation"), represented for the purposes of signature of this Agreement by [name, forename and function] of the other part,

hereafter referred to as "the Parties",

#### HAVE AGREED

the following General Conditions, Special Conditions and Annexes:

**Annex I** Operational overview of the Action<sup>2</sup>; **Annex II** Financial overview of the Action<sup>3</sup>;

which form an integral part of this Grant Agreement ("the Agreement").

The General Conditions applicable to European Community Grant Agreements with Humanitarian Organisations for Humanitarian Aid Actions, ("the General Conditions"), annexed to the European Commission Framework Partnership Agreement, which the Humanitarian Organisation declares to have read and accepted, shall apply.

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.

<sup>[</sup>Plain text]: items to be filled in. Please note that the footnotes serve only for explanatory purposes and that they will disappear in the final version of the Agreement.

This Annex is the log-frame (section 4.3.1) of the last version of the proposal/single form presented by the Humanitarian Organisation and accepted by DG ECHO.

This Annex is Chapter 11 of the last version of the proposal/single form presented by the Humanitarian Organisation and accepted by DG ECHO.

## **SPECIAL CONDITIONS**

#### **ARTICLE 1 - PURPOSE**

- 1.1 Subject to the conditions established in this Agreement, the Commission will contribute to the eligible costs of the humanitarian aid Action entitled [....]<sup>4</sup> ("the Action") implemented by the Humanitarian Organisation
- 1.2 The description of the Action is annexed to this Agreement (Annex I). The Humanitarian Organisation shall ensure that the Action is carried out in accordance with the description of the Action and the related proposal submitted on [insert date] and registered at the Directorate-General for Humanitarian Aid under reference [...]. The proposal and any possible additional information and modifications are an integral part of this Agreement.
- 1.3 This Agreement will be subject to the procedures applicable for the [A or P] control mechanism as defined in Article 11 of the Framework Partnership Agreement.

# ARTICLE 2 – ENTRY INTO FORCE OF THE AGREEMENT AND IMPLEMENTATION PERIOD OF THE ACTION

- 2.1 Subject to the conditions laid down in Article 9 of the General Conditions, the Agreement shall enter into force on the date of receipt by the Commission of one of the originals of the Agreement duly signed by both Parties.
- 2.2 The implementation period of the Action shall run for [insert "round" number] months from [insert date] ("the start date of the Action").
- 2.3 Subject to the conditions laid down in Article 18 of the General Conditions, expenditure is eligible from [insert date].

## **ARTICLE 3 – FINANCING THE ACTION**

- 3.1 The direct costs of the Action eligible for Community<sup>5</sup> financing are estimated at EUR [...]. In accordance with Article 18.7 of the General Conditions, indirect costs are calculated at EUR [...]<sup>6</sup>, i.e. [...] % of the direct costs. The total eligible costs of the Action are estimated at EUR [...]<sup>7</sup>, as set out in the financial overview 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 The final amount of the European Community contribution shall be determined in accordance with Article 21 of the General Conditions.

<sup>&</sup>lt;sup>4</sup> Insert also the country of Action when not included in the title of the Action.

<sup>&</sup>lt;sup>5</sup> If the Agreement is financed by the European Development Fund, the references to the Community must be replaced by "European Development Fund" where the Agreement covers financial contributions.

Indirect costs have to be lower than the maximum amount of the Community contribution established in Article 3.2 below.

The total eligible costs figure is the result of the addition of direct and indirect cost of the whole Action.

#### ARTICLE 4 – SUBMISSION OF REPORTS

- 4.1 [...; by default Three] months before the end of the implementation period of the Action established in Article 2.2, the Humanitarian Organisation shall submit a Intermediate report on the Action's implementation, covering the implementation up to one month before the reporting date.
- 4.2 The Humanitarian Organisation shall submit the Final narrative and financial reports within three months after the end of the implementation period of the Action.

#### **ARTICLE 5-PAYMENT ARRANGEMENTS**

5.1 Pre-financing payments

In accordance with Article 20.1 of the General Conditions, the Commission shall make a pre-financing payment of EUR [...], representing [...%]<sup>8</sup> of the amount specified in Article 3.2 hereof.

## Option<sup>9</sup>

Upon request and when duly justified, an additional pre-financing payment of EUR [...], representing [...%] of the amount specified in Article 3.2 may be made when 70% of the previous payment has been used up.

5.2 Payment of the balance

The request for payment of the balance shall be accompanied by the Final narrative and financial reports as specified in Article 21.3 of the General Conditions. The approval of the Final reports will be given in accordance with the procedure established in Article 21 of the General Conditions.

### ARTICLE 6 - BANK ACCOUNT

6.1	syments shall be made to the Humanitarian Organisation's bank account denominated	in
	UR <sup>10</sup> indicated below <sup>11</sup> :	

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**

Any communication relating to this Agreement shall be in writing, shall state the number of the Agreement and the title of the Action, and shall be sent to the following addresses:

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From 50% up to 80%, to be established taking into account the specificities of the Humanitarian Organisation and of the Action.

A second pre-financing payment is an option; only include this paragraph when the first payment has been of 50%.

Except in the case of bank accounts in countries that do no accept EUR transactions.

As shown by the account identification document issued or certified by the bank concerned.

#### To the Commission:

**European Commission** 

Directorate-General for Humanitarian Aid - ECHO

Mr/Mrs [...] Head of Unit [...]

B-1040 Brussels

Belgium.

Official email address: [echo-central-mailbox@ec.europa.eu]

Person following the Agreement: [Name desk-officer] – [e-mail address of desk officer]

#### To the Humanitarian Organisation:

[Name of the Humanitarian Organisation]

Mr/Mrs [...] [Function]

Full official address

Official email address: [...]

Person(s)<sup>12</sup> following the Agreement: [Name] – [e-mail address]

# ARTICLE 8<sup>13</sup> – SPECIFIC CONDITIONS APPLYING TO THE ACTION

8.1 The following shall supplement the General Conditions:

8.1.1

8.2 The following derogations from the General Conditions shall apply:

[8.2.1] By derogation from Article [......]

8.3 The rules applicable to [urgent] [multi-donor] actions shall apply to this Agreement

## **SIGNATURES**

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

For the Humanitarian Organisation For the Commission

[name / forename / function] [name / forename / function]

Signature Signature

Done at [place], [date]

Done at [place], [date]

### **ENCLOSURES**

Annex I Operational overview of the Action Financial overview of the Action.

The Humanitarian Organisation may add the names of up to 2 persons who may, for this Agreement, launch unilateral modifications as well as amendment requests (Article 11.2, 11.3 and 11.4 of General Conditions) on behalf of the Humanitarian Organisation. They will only receive for their information electronic copies of documents officially sent out by the Commission.

Article 8 is mandatory and to be filled in for the three sub-articles. Put "Not applicable", if necessary.