

**EUROPEAN COMMISSION**

DIRECTORATE-GENERAL FOR HUMANITARIAN AID AND CIVIL PROTECTION - ECHO

FRAMEWORK PARTNERSHIP AGREEMENT WITH INTERNATIONAL ORGANISATIONS¹**PREAMBLE²**

The European Union's 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 Union's 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 Union 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, European Union 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 Union humanitarian assistance is delivered to the beneficiaries through Union 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, nutrition, non-food items, short-term rehabilitation, protection activities, humanitarian de-mining, actions to support disaster preparedness and mitigation.

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

¹ As amended further to the entry into force of the Lisbon Treaty on 01/12/2009

² This preamble is a general text and the preambles to agreements with individual International Organisations may contain wording specific to those organisations.

DG 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, DG 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.

DG 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, DG 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.

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

DG 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.

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.

DG 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, DG ECHO may support crosscutting activities that aim to improve the quality and effectiveness of the sector as a whole.

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.

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.

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 Union 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 Union 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.

PROVISIONS

1. Focus on results

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

The Action shall be properly prepared, with a clear and verifiable objective, which shall be achieved within a given period; the results obtained should be assessed through specific, measurable, achievable, relevant and time bound indicators.

- 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 Agreements and their attached budgets, regardless of whether this Action is wholly financed or partially financed by the Commission.
- 2.2. The Contribution Agreement sets out the reports to be provided by the International Organisation to the Commission. The Commission requests a specific format for the description of humanitarian aid Actions and their related budget in Contribution Agreements. Actions' proposals and final reports, shall follow the standard format annexed to the Framework Partnership Agreement, Annex I.
- 2.3. Reports to be submitted to the Commission will be in Euro. 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 Union's contribution was recorded in the International Organisation's accounts.
- 2.4. The Commission will consider establishing Contribution Agreements, in particular for Multi-donor Actions, that coincide with the International Organisation's reporting cycles, so as to facilitate the fulfilment of reporting obligations by the International Organisation. This may entail, where the Action had to start before the Contribution 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. Intermediate narrative reports may not be submitted in the standard format, provided that a sufficient level of detail is provided in the International Organisation standard reports.

Intermediate narrative reports 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 Agreement);
 - Difficulties encountered and measures taken to overcome problems;
 - Changes introduced in implementation;
 - Achievements/results by using indicators (to be included in the Contribution 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 Agreement. This must be received by the Commission within three months after the end of the implementation period specified in the Contribution 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 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. Contribution Agreements

- 3.1. If the Commission approves the Action proposal, both Parties shall conclude a Contribution Agreement linked to the Action. Without prejudice to the Specific Conditions that may be included in the Contribution Agreement, the General Conditions established in Annex III to this Framework Partnership Agreement shall apply to the Contribution Agreement. The Commission shall draft the Contribution Agreement according to the standard format of Annex II to the Framework Partnership Agreement and in conformity with the Action proposal agreed by the Parties.
- 3.2. The Contribution Agreement shall comply with the principles laid down in this Framework Partnership Agreement.

4. Eligible costs

- 4.1. To be considered eligible as direct costs in the context of an Action financed or partially financed by the Commission, costs must:
 - be necessary for carrying out the Action, be provided for specifically in the Contribution 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 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 of the Verification Clause attached as Annex V.
- 4.2. Subject to the above, the eligibility of direct and indirect costs shall be established in the General Conditions, Annex III of the Framework Partnership Agreement.

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 partial 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 partially 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 Annex V shall apply.
- 6.3. 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. The Commission will provide a pre-financing payment of from 80% up to 95% of its contribution within 45 days of receiving the Contribution Agreement signed by both parties. The level of advance payment shall be set taking into account past record of the International Organisation in particular as regards timely submission of the final report

The Commission will pay the balance within 45 days of accepting the final report.
 - 7.1.2. The final report will be deemed accepted 45 days after its reception, accompanied by a request for payment, if the Commission has not reacted. The procedure for the acceptance of the final report and payment request shall be established in the General Conditions, Annex III of the Framework Partnership Agreement.

8. The euro

- 8.1. All Contribution 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, European Union 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 European Union 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. The International Organisation rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured.

10. Other financial issues

- 10.1. In order to ensure that Commission funds will remain available, and can be fully utilised, European Union 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 Agreement.

Where the European Union 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 Agreement.

- 10.3. In cases where the Action is suspended or not completed within the period defined in the Contribution Agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied, 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 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. In the case of Multi-donor financing, contributions in kind made by another donor or by the International Organisation may not be considered as eligible costs in the Contribution Agreement.
- 10.9. In the case of Multi-donor Actions 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).

The procedures for communication, visibility and information shall be established in the General Conditions, Annex III of the Framework Partnership Agreement.

- 11.2. The size and prominence of the acknowledgement and 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 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 financed by the European Union.

13. Consultations

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 whenever necessary 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.

14. 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:

Directorate General for Humanitarian Aid
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 International Organisation]
[Function]
[Full official address]
Official email address: [...]

Pursuant to Article 12.2 of the General Conditions, communications concerning specific Contribution 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.

15. Amendment and interpretation of the Framework Partnership Agreement

- 15.1. The signature of this Framework Partnership Agreement is based on the International Organisation's compliance with conditions and criteria laid down in the Humanitarian Aid Regulation and in the Financial Regulation.
- 15.2. Any amendment to this Agreement shall be done in writing.

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

16. Settlement of disputes

- 16.1. 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 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. Contribution Agreements shall contain provisions incorporating the above.

17. Entry into force and termination

- 17.1. This Agreement shall enter into force upon signature by both Parties.
- 17.2. This Agreement shall apply to all Contribution Agreements entered into between the Commission and the International Organisation as from the date of entry into force hereof, unless otherwise agreed in exceptional circumstances by the Commission and the International Organisation.
- 17.3. This Agreement shall not affect Contribution Agreements entered into prior to the date of its entry into force, which shall remain governed by the Framework Partnership Agreement in force at the time of the conclusion of such Contribution Agreements.
- 17.4. Any general conditions applicable to Contribution Agreements, to which this Agreement applies, shall fully conform to the provisions hereof.
- 17.5. 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 Agreement entered into before the termination of this Agreement shall not be affected by such termination.