



# EU HUMANITARIAN PARTNERSHIP CERTIFICATE GUIDANCE 2021

## EU Humanitarian Partnership Certificate - Guidance 2021

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**Disclaimer:** These guidelines cannot be considered as exhaustive and do not replace the applicable regulatory framework (Humanitarian Aid Regulation and EU Financial Regulation), existing Commission procedures and partnership agreements.

## ABBREVIATIONS

- AGA Annotated Model Grant Agreement
- DG ECHO Directorate-General for European Civil Protection and Humanitarian Aid Operations
- EU European Union
- FPA Framework Partnership Agreement
- GA Grant Agreement
- IO International Organisation
- MGA Model Grant Agreement
- NGO Non-Governmental Organisation
- PSEA Prevention of Sexual Exploitation and Abuse
- SF Single Form

## 1. INTRODUCTION

### 1.1 PURPOSE OF THE GUIDELINES

The implementation of humanitarian aid funded by DG ECHO is the responsibility of the humanitarian organisations with which DG ECHO has signed grant agreements. DG ECHO cooperates with different types of humanitarian organisations such as: non-governmental organisations (NGOs) (including national societies of the Red Cross), international organisations (the International Committee of the Red Cross, the International Federation of Red Cross and Red Crescent Societies and United Nations Agencies) and Specialised Agencies of the Member States. The current guidelines explain the rules and procedures applying to humanitarian aid actions funded by the EU and implemented by NGOs. They replace previous guidance documents on the Framework Partnership Agreement 2014 (FPA).

The information provided in these guidelines is also available on the **Partners' website** at the following address: <http://www.dgecho-partners-helpdesk.eu>.

**The Partners' website also offers a Helpdesk service. The Helpdesk provides** general advice and support to DG ECHO partners. Partners can contact the Helpdesk to ask specific questions on the EU Humanitarian Partnership. The Helpdesk will respond on the basis of the applicable partnership instruments and guidance published by DG ECHO, including the online Frequently Asked Questions. The responses given by the Helpdesk do not override the operational or financial judgement of the Commission nor do they prevail over the applicable rules and provisions.

For matters directly related to the implementation of a specific action or specific provisions of the grant agreement, the partner should contact the desk officer in charge of this file within DG ECHO.

### 1.2 STRUCTURE

The guidelines focus on the NGO certification process, the content of the Certificate, the specific annual reporting on Prevention of Sexual Exploitation and Abuse (PSEA)<sup>1</sup>, the obligation of publication of the Certificate, its possible suspension or withdrawal. They also describe the notions of implementing partner, partner and co-partner. Finally, the guidelines provide explanations on how fraud and irregularities are to be tackled.

**A glossary** provides definitions of the terms used in the guidelines or in the official legal texts.

### 1.3 PERIOD OF VALIDITY OF THE GUIDELINES

These guidelines have the same validity as the Certificate proposed to NGOs, i.e. from 1 January 2021 until 31 December 2027. Partners will be informed in case of modifications of the guidelines.

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<sup>1</sup> At the time of the issuance of the guidelines, this section was being finalised and is therefore not available. It will be added to a subsequent version of the guidelines as quickly as possible.

Please note that, at the time of issuance of these guidelines, work was still on going on a series of guidance documents. these guidelines will be updated to take into account the publication of these other guidance documents (e.g. Prevention of Sexual Exploitation and Abuse annual report guidance, Annotated Grant Agreement). Furthermore, at the time of issuance of these guidelines, DG ECHO's partners website was also being updated: the links to specific documents may change: we will then update the guidelines; in the meantime, in case the links do not work, please go to DG ECHO's partners' website and use the search function.



Not found the information you are looking for in the guidelines?

Post your questions on: <https://www.dgecho-partners-helpdesk.eu/helpdesk>

## 2. Certification of NGOs

The main purpose of the **certification** is to pre-identify non-governmental organisations, which can apply for EU humanitarian funding, and to establish a lasting cooperation with them.

The Certificate is valid for 7 years until 31/12/2027. (It is also possible to receive a provisional Certificate for 1 year.)

The Certificate defines the rights and obligations of the certified organisation when it enters into a grant agreement, and specifies the rules governing Union-funded humanitarian aid actions. The present guidance further clarifies the obligations of the certified partners.

Information related to the grant agreement to be concluded for specific actions (Model Grant Agreement) will be available in the Annotated Model Grant Agreement<sup>2</sup>, in the document in which DG ECHO establishes the rules on procurement of medical supplies, devices and food<sup>3</sup> and in Annex 5 of DG ECHO Model Grant Agreement<sup>4</sup> (specific provisions).

To be awarded a Certificate, applicants need to comply with the applicable eligibility and suitability criteria specified by DG ECHO on the basis of Article 7 of the Humanitarian Aid Regulation and other relevant provisions of the EU Financial Regulation.

Applications for the award of a Certificate should be uploaded into APPEL and are based on an audit report, which should be prepared on the basis of DG ECHO Terms of Reference<sup>5</sup> by an external auditor contracted by the applicant. The objective of this assessment is to provide DG ECHO with independent reasonable assurance on the ability of the Organisation to fulfil the criteria and conditions for being awarded a certificate: it is therefore key that the report uploaded with the application is specifically drafted for this purpose and complies with the Terms of Reference to be considered.

Applications can be submitted anytime. NGOs whose application would be rejected or whose auditors' marks would not be sufficient for requesting a certificate can apply again as soon as they are in a position to submit a new auditors' report. NGOs can apply for different types of Certificate depending on whether they intend to work with DG ECHO as a niche organisation, standard partner or potential Programmatic Partner. Certificate models are available on DG ECHO's partners' website<sup>6</sup>.

In the course of 2021, information on the certification process will be made available in a Call for expression of interest for certification. These guidelines will be updated to reflect its publication.

### 2.1. QUALITY PARTNERSHIP

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<sup>2</sup> At the time of publication of this guidance, the Annotated Model Grant Agreement was not finalised by the Commission. Please check on DG ECHO's partners' website for reference.

<sup>3</sup> <https://www.dgecho-partners-helpdesk.eu/ngo/actions-implementation/procurement-in-humanitarian-aid/medical-supplies> Procurement guidance ref.

<sup>4</sup> Guidance annex V ref.

<sup>5</sup> See Terms of Reference under 'References and documents' at the bottom of the page: <https://www.dgecho-partners-helpdesk.eu/ngo/become-a-dg-echo-partner>.

<sup>6</sup> Types of Certificates: <https://www.dgecho-partners-helpdesk.eu/ngo/become-a-dg-echo-partner/eu-humanitarian-partnership-Certificate-2021-2027>.

With this partnership, the partners and DG ECHO contribute together to the effectiveness and efficiency of humanitarian aid. The strength of the partnership is based on the professionalism of the partners, their diversity, their capacity to respond to humanitarian needs and their adherence to agreed rules and standards.

DG ECHO respects in all its actions the fundamental humanitarian aid principles of humanity, independence, neutrality and impartiality.

DG ECHO commits to develop a quality partnership with certified partners based notably on:

- a commitment to ensure an effective, efficient and rapid delivery of aid, seeking to ensure that all humanitarian activities are results-oriented, are delivered in the most effective, efficient and rapid manner, and comply with the principles of prioritising safety and dignity, do no harm, access, accountability, and the empowerment and active participation of affected persons in the design, implementation and evaluation of action,
- a consolidation of its relationship and co-operation with humanitarian non-governmental organisations, by ensuring the respect of their mandates, and by recognising the specificity of their contribution to humanitarian actions, in compliance with humanitarian principles,
- the great importance it attaches to the quality and diversity of its partners, acknowledging their respective comparative advantages in responding to diverse situations, and in discharging their specific and varied mandates,
- the recognition of the vital role and added-value of humanitarian 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 humanitarian actions,
- the crucial role to be fulfilled by humanitarian workers in the delivery of humanitarian aid, which itself implies in turn that humanitarian non-governmental organisations provide them with fair working conditions for humanitarian workers (volunteers or salaried), with special attention to their safety in the field and, to the extent possible, to their professional development,
- in addition, the Commission aims at involving its partners when appropriate in the forecasting and planning of humanitarian aid, and to consult them regarding issues of mutual interest,
- the Commission also recalls the importance of promoting awareness and understanding of humanitarian issues and values among decisionmakers and the general public in order to foster the overall legitimacy and effectiveness of humanitarian assistance.

As in the past, regular consultations with partners, including NGOs, will be organised by DG ECHO.

## 2.2. COMPLIANCE WITH CERTIFICATE CRITERIA

During the partnership, the partner has the obligation to maintain compliance with the eligibility and suitability criteria based on Article 7 of the Humanitarian Aid Regulation and the EU Financial Regulation.

Partners undertake to inform DG ECHO, through [ECHO-APPEL@ec.europa.eu](mailto:ECHO-APPEL@ec.europa.eu), when the rules and procedures assessed for the award of the Certificate change **significantly**<sup>7</sup>, including when the information mentioned in Annex 4A and/or 4B of the ex -ante assessment independent report does no longer accurately reflect the relationship between the partner and its implementing partners.

Such changes may involve the legal, financial, technical or organisational situation of the partner concerned in a manner that may put into question its compliance with the certification conditions.

Changes would in principle be considered as 'significant' as and when they are of such importance or scale, be it from a qualitative or quantitative viewpoint, that they are substantial in that the policies and systems concerned could not reasonably be considered any longer to have the same effects or consequences, achieve the same results and/or ensure the same level of protection/effectiveness/efficiency. Such changes would in principle influence the outcome of the assessment of the (revised) rules and procedures when considered in light of the ex-ante assessment required for a NGO to be certified under the EU Humanitarian Partnership 2021-2027, i.e. if such changes would be likely to influence the marks given to one or several of the questions set out in the report submitted as part of the ex-ante assessment.

The Commission (DG ECHO) will consider the revised rules and procedures in order to determine the best course of action. In light of the importance and scope of the changes and the expected impact thereof on the partner organisation's continued compliance with the criteria, terms and conditions of the EU Humanitarian Partnership 2021-2027 certificate, the Commission may decide to opt for any of the following courses of action:

1. Consider that the notified changes do not call into question such continued compliance; or
2. Consider that the notified changes may call into question such continued compliance, and therefore request an updated assessment of the relevant part of the certification by either:
  - (a) assigning the performance of the assessment update to Commission's contractors, or
  - (b) requesting the certified partner organisation to contract independent auditors to perform the assessment update. To the greatest extent possible, the Commission will first confer with the certified partner organisation as to the feasibility and practicability of such an option before extending an official request to that effect to the certified partner organisation.

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<sup>7</sup> See Point 6 of the Certificate which states that "Ensure compliance with the conditions for the Certificate for its entire duration and in particular inform the Commission when the rules and procedures assessed for the award of the Certificate change significantly, including when the information mentioned in Annex 4A and/or 4B of the ex-ante assessment independent report does no longer accurately reflect the relationship between the Organisation and its implementing partners."

Partners also need to inform DG ECHO of any **other changes** that may have an impact on the EU Humanitarian Partnership.

Examples of such changes include (the list is non-exhaustive):

- **Legal change:** e.g. change of mandate of organisation, modification of the non-profit nature of the organisation, merger, etc.;
- **Financial change:** e.g. weakening of financial capacity (e.g. further to the drastic reduction of funding sources/funding awarded by institutional donors, or the booking of significant losses due to the destruction of assets without such losses being covered by an insurance, the partner faces difficulties in covering its short-term liabilities);
- **Organisational situation:** e.g. decision to start using implementing partners systematically; decision to modify the way in which financial flows are run with implementing partners, etc.

Updating administrative information is essential to ensure an efficient communication flow with DG ECHO.

 The partner must also update its administrative information such as changes affecting its name, address, contacts, user's rights, bank account, LEAR. These changes will be encoded by the partners using the application for electronic exchange of information between DG ECHO and the partners, APPEL.

In the event that, based on the information obtained from the partner or on reliable information obtained through any other means, DG ECHO considers that the partner no longer complies with the Certificate's criteria, the Commission may take appropriate action. This includes the possibility to suspend or withdraw the Certificate and suspend or terminate any grant agreements<sup>8</sup>.

### How to inform DG ECHO about changes to the partner situation?

*A number of changes mentioned below should, in the next future, be carried out at corporate level, in application of article 128 (FR) on the use of already available information. This table will be updated to take this transfer into account.*

	Changes that can be managed by the Partner in APPEL without intervention of DG ECHO	Changes that will require an action by DG ECHO
<b>Changes of the partner's legal situation</b> (e.g. mandate, name, official address, merger, etc)		APPEL through a legal modification request
<b>Change of person empowered to commit the organisation + change of LEAR</b>		APPEL through a legal modification request

<sup>8</sup> See sections 4.1.8 to 4.1.10.

<b>Financial changes</b>	<a href="mailto:ECHO-PARTNER-ASSESSMENT@ec.europa.eu">ECHO-PARTNER-ASSESSMENT@ec.europa.eu</a>	
<b>Organisational changes (e.g. internal procedure such as procurement, security, etc),</b>		APPEL through a legal modification request
<b>Administrative changes (e.g. contact details of contact points, field offices, regional offices, sector of intervention, etc)</b>	APPEL through "Edit your organisation's data"	
<b>Bank account</b>		APPEL through a legal modification request
<b>Change user rights (Administrator, Administrative, Reader, Encoder and Sender)</b>	APPEL through "manage user rights"	

## 2.3. CERTIFICATE DURATION & AWARD OF PROVISIONAL CERTIFICATE

The Certificate is awarded for 7 years covering the period between 1 January 2021 and 31 December 2027. This period corresponds to the period covered by the Multiannual Financial Framework of the EU.

Via this page you can update at any time your organisation's data, complete the requested questionnaires, check your current open amount and request for new financing. DG ECHO relies on your collaboration for keeping its database up-to-date. The database is the official source of information for producing grant agreements. Failing to update this information might result in the production of grant agreements and payments of EC contributions being delayed.

To update the organisation general information, addresses and contact information:  
[Edit your organisation's data](#)

To inform ECHO of any change in its legal, technical or organisational situation that may put into question its compliance with the eligibility and suitability conditions and criteria of the FPA:  
[Legal modification request](#)

To manage your users and user rights:  
[Manage user rights](#)

To consult or print out any questionnaire and/or application you have submitted in APPEL:  
[My completed questionnaires](#)

To consult your organisation open amount:  
[My organisation lookbook](#)

In the section below, you will find the link to the last questionnaire that DG ECHO requires your organisation to complete.

- [Start assessment](#) [PERIODIC ASSESSMENT FPA2014] Please don't forget to submit the questionnaire before: 31/12/2014

The Certificate may be awarded for a shorter duration (one year). Such a provisional Certificate gives the same rights to the partner (eligibility to apply for EU humanitarian funding) but for a limited period.

Cases where a provisional Certificate can be awarded:

1. If the ex-ante assessment had highlighted material weaknesses (ex-ante assessment's scores between 5 and 6), which led to the preparation of an action plan for implementing remedial measures.

In such cases, a follow-up within a year of the award of the provisional Certificate will have to be performed by the partner's auditors for re-assessment of those questions with a score greater than 4 and below 6 and recalculation of the average score of the additional suitability requirements block.

If the new assessment report provided by the provisional partner leads to an overall rating of Acceptable (A), then the partner will be awarded a Certificate valid until the end of 2027. The organisation will be systematically included in DG ECHO's Audit Plan and audited by DG ECHO auditors during the first year of the Certificate, (i.e. in 2021 if the Certificate has been awarded in 2020).

If DG ECHO, based on the new assessment report provided by the partner, considers that recommendations have not been fully implemented and that the new additional suitability requirements score is insufficient (below 6/10), the partner will not be proposed a standard Certificate. It is to be noted that, while it is possible to submit an

application for being awarded a standard Certificate even though the independent auditors have considered that the applicable score was below 6/10, DG ECHO will decide on such application based on the content of the independent audit report, without performing itself again any part of the work already carried out by the independent auditors. Partners whose certification is not extended can avail themselves of the usual administrative review procedure provided for under the certification procedures.

2. If the description provided in Annex 4A or 4B of the assessment report highlights the existence of indirect financial flows via entities established in non EU developed countries, DG ECHO will engage with partners to find a solution to fully guarantee the protection of the financial interests of the EU while complying with the Humanitarian Aid Regulation. Should the implementation of a solution require time, a provisional Certificate could also be proposed to the concerned partners.
3. In any case, meetings with relevant DG ECHO services would be recommended to discuss about the way forward before a final decision is made.

#### 2.4. PERIODIC ASSESSMENT

In addition to the updates to be possibly sent by the partner as mentioned above (see notably section 2.2), DG ECHO will assess on a regular basis whether the partner continues to comply with the conditions to be awarded an EU Humanitarian Partnership Certificate for the period 2021-2027<sup>9</sup>.

The periodic assessment will be made based on the following elements to be provided by partners on a yearly basis:

1. Certified financial statements in order for the Commission to assess the financial capacity of the partner.
2. A statement from the organisation stating that there have not been substantial changes in the administrative procedures and capacities since the Certificate was awarded, which could put into questions the award decision.
3. A statement from the organisation stating that it remains in full compliance with the humanitarian principles.
4. An inventory of the actions taken to address the 'critical' recommendations issued since 01/01/2021 resulting from field and HQ audits launched by DG ECHO.
5. Declaration on Honour signed by the LEAR stating that the organisation is not in an exclusion situation.

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#### THE ADMINISTRATIVE PART OF THE PERIODIC ASSESSMENT

The partner will receive a notification approximately at the beginning of December as an invitation to reply to questions number 2 to 4 listed above, and to upload the signed Declaration on Honour through a form in APPEL. The partner will have 1 month to fill in and submit the form.

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<sup>9</sup> See point 6 of the Certificate

As an example, partners will be asked whether there have been any substantial changes in the administrative procedures and capacities since the Certificate was awarded. If there were no changes then partner replies 'no'. If there were some **substantial changes** (see chapter 2.2. of this Guidance) then partners need to clarify whether they already notified DG ECHO (e.g. via email) and if yes then when. If the partner has not yet notified DG ECHO, then it needs to elaborate in the comments box.

The form can be filled in and submitted either by the LEAR or a person assigned 'Administrator rights' in APPEL.

For more information on the administrative part of the periodic assessment, you can contact: [ECHO-APPEL@ec.europa.eu](mailto:ECHO-APPEL@ec.europa.eu).

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## THE FINANCIAL PART OF THE PERIODIC ASSESSMENT

The financial assessment is based on documents submitted by the partner (participant) via the 'EU Funding & Tenders Portal Electronic Exchange System' (i.e. upload in the 'Participant Register').

As a first step (to be performed only once), all certified partners must:

- register in the EU Participant Register and get their 9-digit Participant Identification Code (PIC number);
- complete the legal validation by uploading the official supporting documents;
- appoint the LEAR<sup>10</sup>.

Then, in September/October of each year, partners will be invited by the Central Validation Service to upload the following financial documents:

1. Profit and loss account — dated and signed by the management of the entity, clearly indicating the amounts of turnover from sales of goods and services, operating income, staff, depreciation, amortization costs, net operating result and interest expenses.
2. Balance sheet — dated and signed by the management, clearly indicating the nature and the maturity (i.e. below or above one year) of receivables and other current assets, grants, provisions and debts.
3. Explanatory notes and/or annexes that form part of the above financial statements (if available).
4. External audit report that includes:
  - the clear mandate and scope of the audit;
  - the responsibilities of the management and the auditor;
  - the way in which the audit is carried out;
  - the auditor's opinion, including a reasonable assurance that the financial statements are free of material misstatement.

The documents approved by the management should clearly specify the date of approval, as well as the name and the position of the approving individual(s). If this information is not clearly disclosed, the Central

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<sup>10</sup> Please be aware that LEAR indicated in the APPEL may differ from the LEAR indicated in the EU Funding & Tenders Portal Electronic Exchange System.

Validation Service will require further evidence that the financial documents are approved by the management.

Documents that are signed electronically will be accepted if there is sufficient evidence that the electronic signature belongs to a representative of the management.

The latest version of the Rules for Legal Entity Validation, LEAR Appointment and Financial Capacity Assessment can be found under the following link: [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/rules-lev-lear-fca\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/rules-lev-lear-fca_en.pdf).

For more information on the financial part of the periodic assessment contact: ECHO-PARTNER-ASSESSMENT@ec.europa.eu.

## 2.5. RISK ASSESSMENT OF THE FINANCIAL MANAGEMENT CAPACITY OF THE PARTNER<sup>11</sup>

### A) GENERAL PRINCIPLES

The Financial Regulation lays particular emphasis on the importance for the Commission to ensure that organisations receiving EU funding have the required financial capacity enabling it to complete the EU-funded actions concerned<sup>12</sup>. DG ECHO has therefore put in place **risk mitigation** measures to protect the financial interest of the EU where the financial situation of the partner does not provide full assurance in this respect. These measures may vary depending on the specificity of the partnership and the nature of the actions funded. The actions funded by DG ECHO may therefore be subject to appropriate controls, at the grant award and final payment stages, based on the risk assessment of the partner's financial capacity.

As a rule the risks are assessed yearly<sup>13</sup>, during the partner's periodic assessment, based on the financial statements provided by partners<sup>14</sup>. The partner has access through APPEL (logbook) to the result of this risks assessment.

### B) RISKS AT CONTRACTING STAGE

At contracting stage, DG ECHO will evaluate the risks it takes in pre-financing an action, by assessing the capacity of the partner to fund its activities in the short and medium term; the risk is that a partner does not implement the action and the pre-financing cannot be recovered.

The financial solidity of the partner will be assessed, during the partner's periodic assessment, using standard financial indicators, such as net equity, net result and liquidity ratio. The benchmarks to assess the level of risk assumed by DG ECHO when pre-financing an action will be fixed on the basis of two indicators:

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<sup>11</sup> To update as needed

<sup>12</sup> See, to that effect, Article 198 of the Financial Regulation applicable to the general budget of the Union.

<sup>13</sup> This frequency can be adjusted depending on the risk profile of the partner.

<sup>14</sup> See section [4.1.3](#).

- **Liquidity ratio** (i.e. current assets / short-term liabilities): the NGO should be capable of covering its short term commitments, i.e. paying its charges when they are due. According to Commission standards, the ratio should be generally higher than 1<sup>15</sup>. In order to take into consideration the particularities of humanitarian action, the benchmark has been fixed by DG ECHO at 0,85.
- **Financial independence** (i.e. equity (non-restricted funds) / total liabilities): this ratio gives an idea of the NGO's solvency, i.e. the capacity of the NGO to operate in the future, being capable of covering its medium and long term commitments. According to Commission standards, the ratio should be above 20%.

The partners whose indicators are above both thresholds may sign Grant Agreements with DG ECHO without any particular limitation.

Partners which have a liquidity ratio below 0.85 are considered as not meeting the criteria to remain a partner. In such case, DG ECHO will withdraw their Certificate unless remedial measures are taken providing sufficient guarantees to DG ECHO that the financial interests of the EU are adequately protected (e.g. one or several other NGOs guarantee to cover possible financial default by the partner concerned).

For partners whose financial independence is below 20%, DG ECHO's financial exposure should be limited to a given amount.

The exposure of DG ECHO is the total amount of pre-financings paid to the organisation and not yet claimed as consumed by a declaration of expenditure or an intermediate or final report. This exposure is referred to as 'open amount'.

This risk exposure, referred to as the 'threshold', should not exceed 20% of the organisation's operating income. The operating income will be extracted from the latest certified audited accounts.

<i>Liquidity ratio</i>	<i>Financial independence</i>	<i>Limitation of financial exposure</i>	<i>Example of Mitigating measures</i>
<b>&gt; 0.85</b>	>20%	No limitation	NA
	< 20%	20% of operating income	split of prefinancing into 2 (50%+30%) or 3 tranches (30%+30%+20%), Postponement of the start date of action Reduction of the grant amount to be awarded

Before signing a Grant Agreement with a partner in this situation, DG ECHO will look at the partner's threshold and open amount. In case of a multi-partner grant agreement, where some of the co-partners have a threshold, this will have to be taken into account for the sharing of the open amount between them.

<sup>15</sup> This means that current assets should be higher than short term liabilities.

In most cases, the threshold will have no influence as it will be higher than the open amount. In those cases where the open amount is higher than the threshold and that DG ECHO wants to sign a new agreement, DG ECHO might decide to impose mitigating measures (see [table above](#)).

#### C) RISK ASSESSMENT AT LIQUIDATION STAGE

The risk assessment at liquidation stage consists of analysing the capacity of the partner to manage the financial and procedural aspects of an action, and more precisely the level of assurance to claim eligible expenditure.

< 2%	Fast track liquidation. Ad hoc checks possible
>2%	Normal liquidation procedure

Based on this assessment, DG ECHO will adapt its financial controls at liquidation stage, i.e. when analysing the **final financial report**.

The risk assessment does not have an impact on the operational analysis of the narrative report.

#### D) HOW CAN A PARTNER REQUEST A REVISION OF ITS RISKS ASSESSMENT?

The risk assessment will be performed once per year on the basis of the information provided by the partner and the results of the controls performed by the different European bodies involved in checking the eligibility of expenditures.

The assessment will be done at the time of the periodic assessment mentioned above. Together with the conclusions of the periodic assessment, the partner will receive the revised risks assessment.

The partner has at any time the possibility to contact DG ECHO when it is in possession of new elements which might have an impact on DG ECHO assessment.



- General questions: <http://www.dgecho-partners-helpdesk.eu/helpdesk>
- Specific question about the Periodic Assessment: [Echo-Partner-Assessment@ec.europa.eu](mailto:Echo-Partner-Assessment@ec.europa.eu)



For more information:  
<https://www.dgecho-partners-helpdesk.eu/ngo/partnership-agreements/partners-assessments>

## 2.6. ANNUAL REPORTING ON PREVENTION OF SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

Point 5.3 of the Certificate states that the Partner has to submit to DG ECHO “an annual reporting [...] on the implementation of its policy related to sexual exploitation, abuse, harassment and other types of unethical behaviour” in accordance with the applicable Commission guidance.

Guidance on this annual reporting will be added to the present guidelines and/or published on DG ECHO’s partner helpdesk.

## 2.7. PUBLICATION OF THE CERTIFICATE ON THE PARTNER WEBSITE

Partners are expected to publish their Certificate of their website, in application of point 11 of the Certificate, which states that “**The Organisation undertakes further for the purposes of implementation and monitoring of this Certificate: (...) Display this Certificate on the Organisation's website.**”

## 2.8. SUSPENSION & WITHDRAWAL OF CERTIFICATE

### SUSPENSION

The Commission (DG ECHO) may suspend the Certificate if it suspects that the partner either no longer complies with the conditions and criteria under which the Certificate was awarded or has breached the commitments it undertook to comply with under the Certificate.

If the Commission (DG ECHO) considers that the partner no longer complies with the eligibility and suitability criteria<sup>16</sup> to become a partner, or in the event where the partner would be in material breach of one of the commitments undertaken under the Certificate (e.g. non-submission of the annual PSEA reporting), DG ECHO may decide to suspend the Certificate of the partner until further information is received. DG ECHO may take such a decision either as a result of the analysis of information submitted within the periodic assessment or of information obtained through other sources (e.g. audit, information from other donors, publicly available information on the partner etc.).

Before suspending the Certificate, the Commission (DG ECHO) will formally notify the partner of its intention to suspend and its reasons for doing so. The partner will be invited to provide explanations or take remedial action within a period of 30 calendar days. Based on the partner’s reply, the Commission can decide not to go ahead with the suspension and will then inform the partner of this decision.

In the absence of appropriate remedial measures, if the partner does not submit explanations or if these explanations are not convincing, the Commission can decide to suspend and will then notify the partner of its decision, providing reasons for the suspension, and, if need be, the indicative date of completion of any additional necessary verifications to be carried out by the Commission or its representatives.

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<sup>16</sup> See [section 3](#) – Becoming an DG ECHO partner.

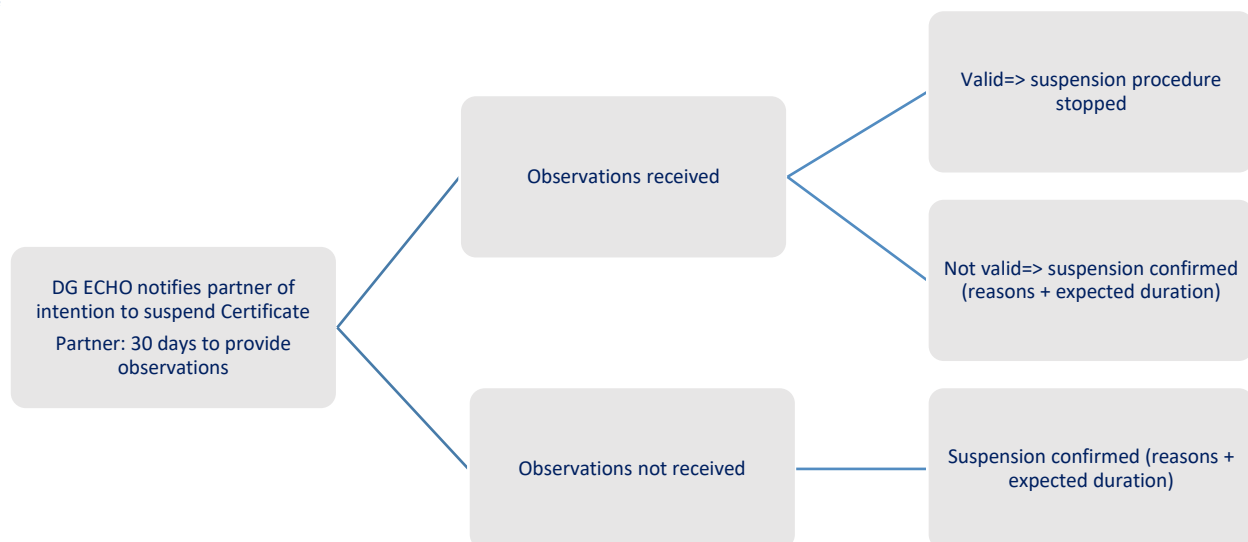
The Commission (DG ECHO) will seek to inform the partner of its final position within 30 calendar days from the receipt of the partner's reply.

While the suspension of the Certificate does not automatically lead to the suspension of on-going grant agreements, the Commission (DG ECHO) has to consider whether the grounds based on which the Certificate was suspended would also affect the partner's capacity to properly implement on-going actions. Such a critical review can lead to the Commission (DG ECHO) deciding to suspend some or all of the on-going grant agreements. More information on the conditions for suspending grant agreements will be found in the Annotated Grant Agreement (see explanation in section 2 page 5).

The suspension of the Certificate makes it impossible for the Commission (DG ECHO) to award new funding after the beginning of the suspension.

As soon as the grounds for the suspension are no longer present or the necessary verifications have been carried out, the Commission (DG ECHO) will notify the partner of the lifting of the suspension.

#### A) PROCEDURE FOR SUSPENSION



#### B) CONSEQUENCES AND DURATION OF THE SUSPENSION OF THE CERTIFICATE

- During the suspension, the partner is not eligible for new funding.
- Any grant agreement (GA) signed before the suspension will be completed and liquidated under the terms of the GA unless a specific decision is made to suspend a given GA based on the applicable provisions thereof.
- When grounds for suspension are no longer present, suspension will be lifted.

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### A) UNILATERAL RENUNCIATION BY THE PARTNER

The partner can decide at any time not to submit proposals any longer.

However, in such a situation, the commitments undertaken by partners under the Certificate continue to apply unless and until the partner concerned informs the Commission (DG ECHO) that it renounces its Certification.

A renunciation of Certification needs to be submitted through **formal notification** signed by an authorised representative and will lead to the withdrawal of the Certificate as of the date on which the renunciation notice is received by the Commission (DG ECHO)<sup>17</sup>, unless a later date is specified in said notice.

The partner will cease to be bound by the commitments undertaken under the Certificate as of the date on which the Certificate is withdrawn. It would therefore be recommended to renounce the Certificate only when the partner does not have any on-going EU funded humanitarian actions.



- Send notification to: European Commission, DG ECHO, Unit E1, responsible for relations with NGOs, B-1049 Brussels, Belgium [ECHO-APPEL@ec.europa.eu](mailto:ECHO-APPEL@ec.europa.eu)

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### B) WITHDRAWAL BY DG ECHO

The Commission (DG ECHO) can decide to withdraw the Certificate if the partner either no longer complies with the conditions and criteria under which it was awarded or has been found to have breached the commitments it undertook to comply with under the Certificate.

Before withdrawing the Certificate, the Commission (DG ECHO) will formally notify the partner of its intention to withdraw and its reasons for doing so. The partner will be invited to provide explanations or, where possible and appropriate, take remedial action, within a period of 45 calendar days. Based on the partner's reply, the Commission (DG ECHO) can decide not to go ahead with the withdrawal and will then inform the partner of this decision.

In the absence of remedial measures, if the partner does not submit explanations or if these explanations are not convincing, the Commission (DG ECHO) can decide to withdraw the Certificate and will then notify the partner of its decision, providing reasons for the withdrawal.

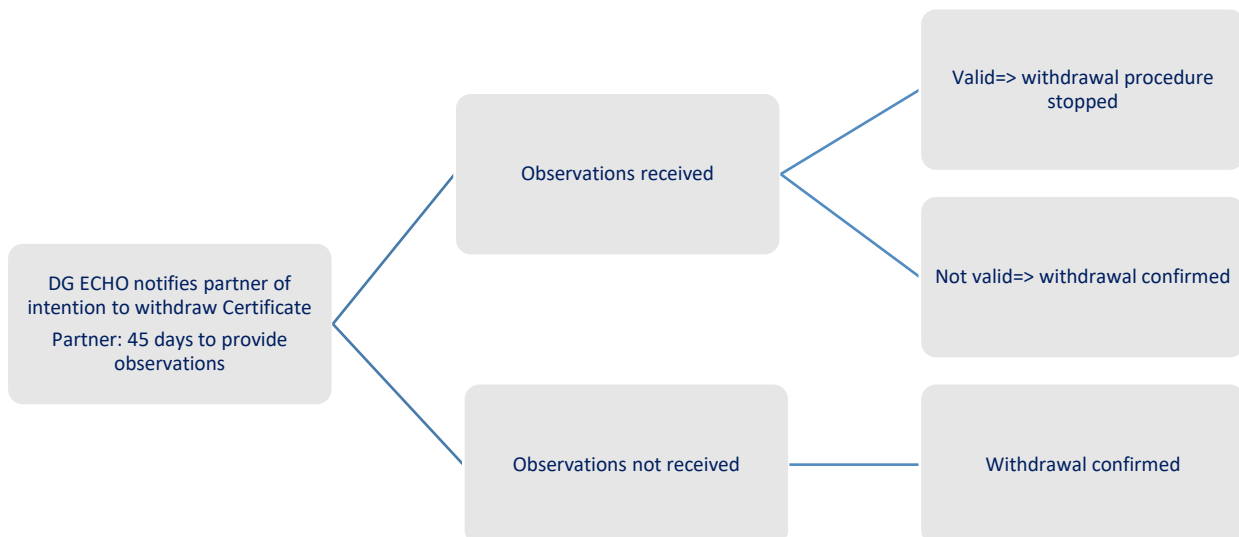
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<sup>17</sup> As evidenced by the acknowledgement of receipt or equivalent evidence to be returned to the partner as sender.

The Commission (DG ECHO) will seek to inform the partner of its final position within 45 calendar days from the receipt of the partner's reply.

The withdrawal of the Certificate makes it impossible for the Commission (DG ECHO) to award new funding to the partner concerned, and the partner may no longer submit proposals.

While the withdrawal of the Certificate does not automatically lead to the termination of on-going grant agreements, the Commission (DG ECHO) has to consider whether the grounds based on which the Certificate was withdrawn would also affect the partner's capacity to properly implement on-going actions. Such a critical review can lead to the Commission (DG ECHO) deciding to terminate some or all of the on-going grant agreements. More information on the conditions for termination of grant agreements will be found in the Annotated Grant Agreement (see explanation in section 2 page 5).



## 2.9. PUBLICATION OF INFORMATION BY DG ECHO ON THE PARTNERS

DG ECHO publishes on DG ECHO's partners' website the **name** and **country of registration** of its partners. Should the partner have an objection to this publication, it should contact DG ECHO.



- To forego the publication of partners data: [ECHO-APPEL@ec.europa.eu](mailto:ECHO-APPEL@ec.europa.eu)

## 2.10. CHANGES IN THE INFORMATION RELATING TO PARTNERS

Changes may affect the information relating to the partners (e.g. addresses, legal status, new legal entity, etc).

In such cases, partners have to ensure the timely information of DG ECHO<sup>18</sup> as per the guidance set out in section 2.2 above.



- Information from partners can (also) be sent to : [ECHO-APPEL@ec.europa.eu](mailto:ECHO-APPEL@ec.europa.eu)

## 2.11. COMMUNICATION WITH DG ECHO

### REGULAR AND TRANSPARENT EXCHANGE OF INFORMATION

In a partnership, it is essential to maintain regular and transparent exchange of information. In particular, in humanitarian aid, it might be necessary to adapt quickly the action and activities to the evolving context.

As mentioned in the Art. 7 of the MGA, the partner should ensure that the Commission (DG ECHO) is informed as soon as possible in the following cases:

- Circumstance likely to affect significantly or delay the implementation of the action or the fulfilment of its contractual obligations;
- When the partner becomes aware of corrupt, fraudulent, collusive or coercive practice in breach of the grant agreement;
- Changes of the conditions under which the Certificate was awarded (points 6 and 9 of the EU Humanitarian Partnership Certificate).

The Commission (DG ECHO) may also request specific information relating to the Certificate at any time.

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<sup>18</sup> In certain cases (e.g. a planned merger with another NGO or planned arrangements further to which a partner would fall under the control of another NGO) 'timely information' can actually imply that DG ECHO be informed before the planned changes are completed or, in any event, take effect.

In most cases, communication will be ensured through [APPEL](#).

Depending on the nature of the communication, other means could be used, such as **email**, **pdf letter sent by email** or **formal notification**.

**A formal notification is required when the partner wants to renounce the Certificate or when the partner reports significant changes to its rules and procedures.**

In all other cases, the necessity of sending a registered letter should be considered on a case by case basis. The table below summarises the main types of communication and their means of transmission.

Formal notification = postal delivery with return receipt



When sending emails or letters to the partners, DG ECHO will use the data provided in APPEL or in the Single Form. The partner is invited therefore to update regularly its official address and email addresses in APPEL.

#### COMMUNICATION CONCERNING THE CERTIFICATE

Type of communication	Partner to DG ECHO	DG ECHO to Partner
Legal changes (financial, technical, organisational)	APPEL	[N/A]
Name/Address/legal representative	APPEL	email (pdf) <sup>19</sup>
Periodic Assessment	APPEL	APPEL or email (pdf)
PSEA annual report	ECHO-REPORTMISCONDUCT@ec.europa.eu	
Suspension of the Certificate by the Commission	[N/A]	Formal notification
Termination of the Certificate by partner	Formal notification	
Termination of the Certificate by the Commission	[N/A]	Formal notification

#### APPEL - ELECTRONIC EXCHANGE SYSTEM

##### A) DESCRIPTION OF APPEL AND ITS FUNCTIONALITIES

<sup>19</sup> Letter (pdf) sent by email to official address

APPEL is the application for electronic exchange of information between DG ECHO and the partner.

Using APPEL, the partner can:

- Update its administrative data necessary for the management of agreements;
- Transmit operational and financial information;
  - Submit action proposals (via the SF);
  - Submit action reports, and
- Submit modification requests (via the SF);

Documents transmitted via APPEL do not have to be transmitted to DG ECHO by other means (postal delivery, mail). It is however possible to export documents from APPEL to an offline e-SF (useful when Partners' arrangements require to work from places with no or limited internet connectivity).

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## B) WHO CAN HAVE ACCESS TO APPEL

DG ECHO partner staff and applicant organisations can use APPEL according to the rights they have requested and received. There are 6 categories of **user rights**:

- **Legal Entity Appointed Representative (LEAR) user rights:** The LEAR user rights can only be assigned to a person that is empowered by the constituent act or the internal rules of the organisation to represent and legally commit the organisation. The LEAR has the legal responsibility for the management of all other APPEL users of the organisation and their user rights. The LEAR can delegate the management of APPEL user rights by designating Administrators (URAs). LEAR user rights are granted by DG ECHO after having received the signed APPEL Charter<sup>20</sup>. In case of changes in the person empowered to represent and legally commit the organisation, the organisation needs to notify DG ECHO by sending the information (name, position of the new person) by email to the following e-mail address: [echo-appel@ec.europa.eu](mailto:echo-appel@ec.europa.eu).
- **User Rights Administrator (URA):** The URA will manage user right of other users within the organisation. The URA needs to document the assignment of user rights and regularly update the list of users (the names of the persons that are no longer in the organisation or have changed functions are to be deleted and/or updated). The URA user rights can be granted or deleted only by the LEAR.

How many users?  
No limitations to the number of users and to the number of user rights assigned to an individual user. (except for the LEAR, only 1)
- **Sender user rights:** The Sender can consult, encode or modify Single Form in APPEL. The Sender will also send the documents encoded in APPEL to DG ECHO. It is recommended to have 2 senders per organisation in case of absence of one of them.
- **Encoder user rights:** the Encoder can consult, encode or modify Single Form in APPEL.
- **Reader user rights:** The Reader can consult requests and the corresponding information in APPEL. The Reader cannot encode, modify or send data to DG ECHO.

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<sup>20</sup> The APPEL Charter is signed at the successful conclusion of the certification application process, when the applicant organisation is awarded a Certificate. Contact DG ECHO if your organisation has not signed a APPEL Charter at [echo-appel@ec.europa.eu](mailto:echo-appel@ec.europa.eu).

- **Administrative user rights.** The Administrator can modify the organisation's administrative data. The Administrator cannot manage requests within the Single Form.



When submitting the final payment request and the declaration confirming that the information provided in the request for payment is full, reliable and true, the **partner shall ensure** that the sender has the ability to legally commit the organisation.

#### C) HOW TO ACCESS APPEL?

The organisation can access APPEL through the “European Commission Authentication System” (ECAS) through user account(s), created by individual users within the respective organisation. These user accounts are personal and consist of a single identifier, i.e. a single unique username and password per user.

A Quick Guide is available in APPEL at [https://webgate.ec.europa.eu/appel/index\\_en.html](https://webgate.ec.europa.eu/appel/index_en.html) explaining:

- how to get an ECAS user account;
- how to apply for a EU Humanitarian Partnership Certificate;
- how to access APPEL with an existing ECAS password.

Do not forget to update your ECAS account when you change email address

#### D) QUALITY AND SECURITY OF INFORMATION

It is the responsibility of the partner using APPEL to manage its own user rights, from creation to modification and deletion. The partner also needs to ensure that the information submitted in APPEL is accurate. For that purpose, it should put in place adequate procedures to ensure that the access rights granted to its staff continuously remain in line with the tasks delegated to them and that they are aware of the responsibilities and obligations under each category of user rights.

Users must not reveal their passwords under any circumstances, except where remote assistance is required from specialised personnel not disposing of screen capture software, and not located in the same building. After such assistance, the user must immediately change his/her password. Where passwords are disclosed to other persons, the password owner remains responsible for the actions undertaken under his/her username/password. In this respect the organisations should be aware that DG ECHO will under no circumstances, not even when providing support, request the disclosure of passwords from users.

As the management of APPEL is the responsibility of the partner, the Commission cannot be held liable for any inaccuracy of information supplied in APPEL by users and for any miscommunication resulting from it.

#### E) WHEN APPEL IS NOT AVAILABLE

If access to APPEL is technically not possible the communication between the partner and DG ECHO can be made by e-mail or by postal delivery.

In such cases, the partner shall use the following contact information:

Communication in relation to	Email	Postal address
Certificate	<a href="mailto:ECHO-Appel@ec.europa.eu">ECHO-Appel@ec.europa.eu</a>	European Commission

<b>Grant Agreement</b>	Email of the Head of Unit or Desk Officer	Directorate-General for European Civil Protection and Humanitarian Aid Operations – DG ECHO B - 1049 Brussels Belgium
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### 2.3.5 DATE OF COMMUNICATION

Depending on the modality of communication, the following is the date of receipt by DG ECHO:

- **Communication via APPEL:** the day of the successful submission. After submitting the document, the partner will receive a message confirming the successful submission.
- **Communication by email:** the date of successful dispatch (if it was sent to correct address).
- **Postal delivery (without return receipt):** the date of its registration by the Commission.
- **Formal notification:** formal notifications by registered post with proof of delivery will be considered to have been received either on the delivery date registered by the postal service or the deadline for collection at the post office.
- **Electronically (ARES):** date of Qualified Electronic Signature on the document.

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### LANGUAGE

The working languages are French or English.

The Grant Agreement will normally be concluded in the language in which the Single Form is filled in, and is not linked to the language of the Certificate. Subsequent communications will be made in the language of the Agreement.

### 3. PARTNERS, CO-PARTNERS AND IMPLEMENTING PARTNERS

Partners are to implement humanitarian aid actions with the requisite degree of care, efficiency, transparency and diligence, in compliance with the stipulations of the Certificate and the grant agreement.

To implement an action, a DG ECHO certified NGO partner can either implement it directly, cooperate with other certified NGO partners or use implementing partners.

#### 3.1 PARTNERS AND CO-PARTNERS

The number and the complexity of today's disasters are stretching humanitarian actors' capacities to respond effectively and efficiently to these disasters. Strengthening collaboration between humanitarian organisations operating in the field can bring advantages such as complementarity, increased geographic coverage, increased target population coverage and decreased duplication.

Partners may decide to join forces to respond to complex and major crises and create a consortium<sup>21</sup>.

This coordinated approach consists in signing one (multi-partner) grant agreement with several certified partners which have decided to collaborate more closely in the field to address the needs of a specific crisis.

Under this approach the collaboration takes place ex-ante between partners present in the field. The certified partners share their needs assessment (or they carry out joint needs assessment), they develop in a collaborative way their response which is translated into a joint Logframe. Co-partners will then submit one single proposal.

##### Key factors for a successful collaboration

- Common objectives between partners
- Effective leadership
- Alignment of procedures
- Support staff working for the project
- Commitment for the collaboration (meeting, MOU)
- Transparent, effective communication
- Clarify roles and responsibilities
- Realistic funding
- Finding common approaches
- Managing internal crisis within consortium

#### CONSORTIUM – MULTI-CERTIFIED PARTNER GRANT AGREEMENT WITH DG ECHO

Consortium within a DG ECHO-funded grant agreement is defined as an action under which several certified partners (or even sometimes international organisations, including the United Nations) are all contracting parties to a multi-partner grant agreement with the Commission and work together under a consortium arrangement, with one of the certified partners signing the grant agreement and acting as coordinator of the consortium, while other certified partners accede to the grant agreement<sup>22</sup> and take part in the implementation as co-partners.


The coordinator acts as an interface with the Commission (with respect to communication, and grant and payment management) and monitors that the action is implemented properly by the co-partners. Financial



From a legal point of view, the members of a consortium (except the lead partner referred to as 'coordinator') are considered as co-partners (co-beneficiaries). The grant agreement with several partners is legally referred to as multi-beneficiary grant agreement.




<sup>21</sup> For more information, please see Chapter 4 Section 1 of the MGA.

<sup>22</sup> Using a so-called 'accession form' to that effect.

responsibility will be divided between co-partners according to their share in the implementation of the action. More information on this can be found in the Annotated Grant Agreement.

 Certified NGOs cannot act as implementing partners: they will participate in the implementation of the action as co-partners.

  A consortium does not need to have a written Consortium Agreement. However, its members must have internal arrangement regarding their operations and coordination to ensure that the action is implemented properly.

   Ensuring a clear audit trail is key.

### 3.2 IMPLEMENTING PARTNERS

A certified partner may entrust tasks forming part of the action on a non-profit basis to one or several implementing partners.

Organisations referred to as implementing partners in these guidelines are non-certified organisations.

The certified partner is to ensure that the conditions applicable under the grant agreement are also applicable to implementing partners. It concerns in particular the rules related to conflict of interest, visibility, communication and information, eligibility of costs, procurement, right of access, evaluation of the action, audits and other controls and sanctions.

Sometimes, it can be difficult to draw the line differentiating a contractor from an implementing partner. The following table indicates the main differences between these two actors.

	Contractor/sub-contractor	Implementing Partners (IP)
<b>Purpose</b>	To acquire goods, services or works required for the implementation of the action.	To secure the necessary support and cooperation in the implementation of the action.
<b>Selection Procedure</b>	Competitive or negotiated tendering procedures are to be used.	Relations based on sharing of common values and objectives. Tendering procedure not required.
<b>Tasks to be implemented</b>	Contractors are to supply goods or services as per the technical specifications issued by partners. Possibilities to vary or deviate from the specified goods or services are in principle restricted or even non-existent.	IPs are being entrusted with the implementation of tasks forming part of the action. Those tasks may encompass at times the bulk of the activities to be carried out in the field and would usually draw upon the in-country presence of the IPs. Partners remain responsible towards DG ECHO for the actions of their IPs and must put the appropriate supervision and monitoring systems in place. Such oversight does not however preclude partners and their IPs to collaborate in good

		faith in the implementation of actions. Partners may take feedback from their IPs into account should the implementation of a given action be adjusted or adapted to evolving circumstances.
<b>Legal Instrument</b>	The result of a procurement procedure is a contract.	The rights and obligations of IPs are established in a legally binding agreement (whatever the name thereof 'contract', 'agreement' or 'Memorandum of Understanding').
<b>Profit</b>	The contractor's remuneration normally includes an element of profit.	The agreements signed between the partner and the IP must not have the purpose or effect of producing a profit for either party.

The decision to entrust tasks to implementing partners should be mentioned in section 10.6 of the Single Form (SF). The partner must indicate all implementing partners in the Single Form. The partner will need to indicate the part of the action budget to be allocated to the implementing partner.

The partner is able to add or remove implementing partners unilaterally in the Single Form (at RQ, MR stages only), as this is considered a non-essential operational change. However, if the partner considers that there would be significant operational consequences from removing an IP, or if the partner is aware that adding an IP may raise problems in terms of compliance with the humanitarian principles, it is obliged to contact DG ECHO in line with its obligations under the Model Grant Agreement.

It is also important to remember that the partner remains fully responsible for all activities implemented by its implementing partners and must ensure and guarantee an effective management and control of the whole action.

Note that it is not possible to select certified entities as implementing partners. If a partner wants to cooperate with other certified partners, it is possible under a consortium arrangement: in such case a multi-partner grant agreement will be signed by partner and co-partners with the Commission (DG ECHO) for the implementation of the action.

Partners must ensure full access to documents of the Implementing partners during audit at Headquarters.

### 3.3 FRAUD AND IRREGULARITIES

Fraud and corruption involving EU funds have a particularly negative impact on the EU financial interests, EU's reputation and the implementation of EU policies. Prevention and detection of fraud and irregularities are recognised as a key governance requirement within the European Commission.

Taking into consideration its specific working environment, DG ECHO takes the risk of fraud and corruption very seriously. This is the reason why DG ECHO has drafted an **anti-fraud strategy** which outlines DG ECHO's approach to prevention, detection and correction of fraud and irregularities. DG ECHO is also promoting anti-fraud measures by its partners, for instance through its audits, and the **pro-active exchange of information** on the matter.

Cooperation with the partners is a key success factor for the anti-fraud strategy and to preserve DG ECHO and its partners from financial and reputational risks. The partner must inform DG ECHO immediately of cases of corrupt, fraudulent, collusive or coercive practices (email address below).



To inform DG ECHO: [ECHO-REPORTFRAUD@ec.europa.eu](mailto:ECHO-REPORTFRAUD@ec.europa.eu)



DG ECHO anti-fraud strategy - Executive summary:

<https://www.dgecho-partners-helpdesk.eu/ngo/actions-implementation/fraud-and-irregularities>



#### 4. USEFUL LINKS

- Partner's website <http://dgecho-partners-helpdesk.eu/>
- ECAS account [https://webgate.ec.europa.eu/appel/index\\_en.html](https://webgate.ec.europa.eu/appel/index_en.html)
- DG ECHO policy guidelines <http://ec.europa.eu/echo/en/what/humanitarian-aid/policy-guidelines>
- DG ECHO Strategy <http://ec.europa.eu/echo/en/who/accountability/strategy>
- DG ECHO Needs assessment <http://ec.europa.eu/echo/en/what/humanitarian-aid/needs-assessments>
- HIP <http://ec.europa.eu/echo/en/funding-evaluations/funding-decisions-hips>
- Anti-Fraud Strategy [http://dgecho-partners-helpdesk.eu/actions\\_implementation/fraud\\_and\\_irregularities/start?s\[\]=fraud](http://dgecho-partners-helpdesk.eu/actions_implementation/fraud_and_irregularities/start?s[]=fraud)



## 5.GLOSSARY

TERM	CLARIFICATION / DEFINITION
<b>APPEL</b>	APPEL, also called the Electronic exchange system, is the application for electronic exchange of information between DG ECHO and its partners. Using APPEL, DG ECHO partners can update their administrative data necessary for the management of agreements, transmit operational and financial information and submit action proposals, action reports and modification requests through the Single Form. Organisations which are not yet partners use APPEL to submit their application(s) for award of the EU Humanitarian Partnership Certificate.
<b>Beneficiary</b>	A Certified Partner that receives a grant.
<b>Certificate</b>	A Certificate is a stand-alone document. It is a statement by the Commission that the partner complies with a number of conditions.
<b>Co-Partner</b>	A Certified Partner that participates in the action. The co-partner is obliged to co-sign the grant agreement. Legally referred to as co-beneficiary.
<b>Conflict of interest</b>	Conflict of interest may arise in any situation where the impartial and objective implementation of an Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest between the partner and any other party or person.
<b>Contractor</b>	Any economic operator, being a natural or legal person, involved in the provision of supplies, works or services by means of a contract. The term contractor includes any buying agent or other profit-making entity specialised in offering technical assistance or procurement services to partners.
<b>Do No Harm principle</b>	This principle requires the partners to strive to minimise the harm they may inadvertently be doing by being present in a country and providing assistance.
<b>Double Financing</b>	A situation whereby the same cost is reimbursed more than once.
<b>Due Diligence</b>	The care that a reasonable person exercises to avoid harm to other persons or their property

TERM	CLARIFICATION / DEFINITION
<b>ECAS</b>	European Commission Authentication System, a service allowing users to access APPEL.
<b>Effectiveness</b>	<p>The fulfilment of the specific objectives proposed and the achievement of the intended results.</p> <p>Effectiveness measures the extent to which an activity achieves its purpose, or whether this can be expected to happen on the basis of the outputs. Implicit within the criterion of effectiveness is timeliness.</p>
<b>Efficiency</b>	<p>The best relationship between resources employed and results achieved.</p> <p>Efficiency measures the outputs – qualitative and quantitative – achieved as a result of inputs. This generally requires comparing alternative approaches to achieving an output, to see whether the most efficient approach has been used.</p>
<b>Electronic exchange system</b>	See APPEL.
<b>Final beneficiaries</b>	People in need recipient of the humanitarian assistance.
<b>Financial Support</b>	Where implementation of an action requires financial support to be given to beneficiaries, the partner may give such financial support in the form of cash, vouchers or prizes.
<b>Force Majeure</b>	Unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any or part of their obligations under the specific agreement, which was not attributable to error or negligence on their part or on the part of implementing partners or contractors and which proves to be inevitable in spite of exercising all due diligence.
<b>Fraud</b>	<p>Any intentional act or omission designed to deceive, resulting in the victim suffering a loss and/or the perpetrator achieving a gain. It includes internal and external misconduct. The intention to deceive is the key element which distinguishes fraud from irregularity. Fraud covers any infringement of the financial interests of the EU as defined by the 'Convention on the protection of the European Communities' financial interests', namely, in respect of expenditure, any intentional act or omission relating to:</p> <ul style="list-style-type: none"> <li>• The use of presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds from the EU budget or budgets managed by, or on behalf of, the European Union;</li> <li>• Non-disclosure of information in violation of a specific obligation, with the same effect;</li> <li>• The misappropriation of such funds for purposes other than those for which they were originally granted.</li> </ul>

<b>Humanity</b>	The principle of humanity means that human suffering must be addressed wherever it is found, with particular attention to the most vulnerable in the population. The dignity of all victims must be respected and protected.
<b>Impartiality</b>	The principle of impartiality denotes that humanitarian aid must be provided solely on the basis of need, without discrimination of any kind between or within affected populations
<b>Implementing Partner</b>	An non-certified organisation which implements parts of the action in the field or contribute to the implementation of the action on a non-profit basis. The implementing partner – usually active in the country or region of the action – is identified in the Single Form. It is not necessarily a local partner. The Grant Agreement holder retains full responsibility for the implementation of the action.
<b>Independence</b>	The principle of independence means that actions shall respect the autonomy of the humanitarian objectives from political, economic, military or other objectives that motivate actors in the regions where the actions are carried out. It also serves to ensure that the sole purpose of humanitarian aid remains to relieve and prevent the suffering of victims of humanitarian crises.
<b>Local Partner</b>	An organisation (NGO or a local authority) which assists a partner with the implementation of the action at local level. A local partner is always an implementing partner.
<b>Niche organisation</b>	Niche organisations are organisations providing support and capacity building activities necessary for the implementation of a programme or an action. In the context of humanitarian aid, this may entail e.g. map-making, mine clearance, telecommunication, training, transport.
<b>Neutrality</b>	Upholding the principle of neutrality means that actions do not favour any side in an armed conflict or other dispute.
<b>Non-Essential Changes</b>	Changes to the grant agreement which do not require mutual consent.
<b>Partner</b>	For DG ECHO, a partner is a humanitarian organisation which has signed one of the following Partnership agreements: the Framework Partnership Agreement with Non-Governmental Organisations, the Framework Partnership Agreement with International Organisations and the Financial and Administrative Framework Agreement between the United Nations and the European Union or which has been awarded a Certificate. It also includes Member States' Specialised Agencies.
<b>Single Form</b>	The form to be completed by the partners for the submission of their action proposals, reports and modification requests. The Single Form evolves together with the action.