



EUROPEAN COMMISSION  
HUMANITARIAN AID OFFICE (ECHO)

GRANT AGREEMENT WITH HUMANITARIAN ORGANISATIONS

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

The European Community (“the Community”), represented by the Commission of the European Communities (“the Commission”), itself represented for the purposes of signature of this agreement by [name, forename and function,], Humanitarian Aid Office, ECHO,  
of the one part,

and

[full official name], [acronym]

[full official address]

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

hereafter referred to as “the Parties”,

HAVE AGREED

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

**Annex I** Description of the operation<sup>2</sup>;

**Annex II** Summary of the estimated budget and financial plan of the operation;

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

The **General Conditions applicable to European Community grant agreements with Humanitarian organisations for humanitarian operations**, (“the General Conditions”), annexed to the European Commission Framework Partnership Agreement, which the Humanitarian Organisation declares to have read and accepted, shall apply.

The terms set out in the General Conditions shall take precedence over those in the Annexes.

The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement.

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<sup>1</sup> [Plain text]: items to be filled in. Please note that the footnotes serve only to explanatory purposes and that will not be reproduced in the real agreements.

<sup>2</sup> This annex is chapter 1 of the last version of the proposal presented by the Humanitarian Organisation and accepted by ECHO.

## **SPECIAL CONDITIONS**

### **ARTICLE 1 - PURPOSE**

- 1.1 Subject to the conditions established in this agreement, which the Humanitarian Organisation declares to have read and accepted, the Commission will contribute to the eligible costs of the humanitarian aid operation entitled [...]<sup>3</sup> (“the Operation”) implemented by the Humanitarian Organisation
- 1.2 The description of the operation is annexed to this agreement, Annex I. The Humanitarian Organisation shall ensure that the operation is carried out in accordance with the description of the operation and the related proposal submitted on [insert date] and registered at the Humanitarian Aid Office under reference [...]. The proposal can be completed or modified subsequently where appropriate in accordance with article 10 of the General conditions. The proposal and any possible additional information and modifications are an integral part of this agreement.
- 1.3. The Humanitarian Organisation accepts the financial contribution and undertakes to do everything in its power to carry out the operation, acting on its own responsibility.
- 1.4 The Humanitarian Organisation will implement the operation in accordance with the principles, provisions and procedures established in the European Commission Framework Partnership Agreement with Humanitarian Organisations for the financing of humanitarian aid operations.

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

- 2.1 Subject to the conditions laid down in article 9 of the General Conditions, the agreement shall enter into force on the date of reception by the Commission of one of the originals of the grant agreement duly signed by both Parties.
- 2.2 The implementation period of the agreement shall run for [insert “round” number] months from [insert date] (“the start date of the operation”)<sup>4</sup>.

### **ARTICLE 3 – FINANCING THE OPERATION**

- 3.1 The direct costs of the operation eligible for Community<sup>5</sup> financing are estimated at EUR [...]. In accordance with article 15.5 of the General Conditions, a fix percentage of direct eligible costs, not exceeding 7%, shall be eligible as indirect costs. Accordingly, indirect costs are calculated at EUR [...]<sup>6</sup>. The total eligible costs of the operation are estimated at

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<sup>3</sup> Insert also the country of operation when not included in the title of the Operation.

<sup>4</sup> The implementation period of the agreement usually should equal the implementation period of the operation. However, in some exceptional cases, (e.g. co-financing of large operations), the implementation period of the operation can be longer.

<sup>5</sup> When the contribution agreement is financed out of the European Development Fund, the references to the Community must be replaced by “European Development Fund” whenever the text of the agreement deals with financial contributions.

<sup>6</sup> Indirect costs cannot be higher than the amount of the Community contribution established in article 3.2 below.

EUR [...]<sup>7</sup>, as set out in the summary budget in Annex II.

- 3.2 The European Community undertakes to finance a maximum of EUR [...], equivalent to [...%] of the estimated total eligible costs specified in paragraph 1.
- 3.3 Subject to the conditions laid down in article 15 of the General Conditions, expenditure is eligible from [insert date]<sup>8</sup>.
- 3.4 The final amount of the European Community contribution shall be determined in accordance with article 18 of the General Conditions.

## ARTICLE 4 – SUBMISSION OF REPORTS

### 4.1 Option 1<sup>9</sup>

*The humanitarian organisation shall submit an interim report on the operation's implementation with a statement of the costs incurred and a financial report at least one month before the end of the implementation period established in article 2.2 hereof<sup>10</sup>.*

*The humanitarian organisation shall submit the final narrative and financial reports within six weeks after the end of the implementation period of the agreement.*

### Option 2<sup>11</sup>

*Within the first [...] months following the start date of the operation, the humanitarian organisation shall submit an interim report with a statement of the costs incurred and a financial report, covering the first [...] months of its implementation.*

*The humanitarian organisation shall submit a report on the operation's implementation, focussing, in particular, on the achievements and results, one month before the end of the implementation period established in article 2.2 hereof<sup>12</sup>.*

*The humanitarian organisation shall submit the final narrative and financial reports within three months after the end of the implementation period of the agreement.*

- 4.2 Subject to Article 2 of the General Conditions, reports shall be submitted in [two] paper copies, together with an electronic version.

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<sup>7</sup> The total eligible costs figure is the result of the addition of direct and indirect cost, and where applicable the contingency reserve.

<sup>8</sup> As a rule, the date of eligibility of expenditure shall be equal to the starting date of the operation. For well-substantiated reasons, an earlier date can be established, but not before the date of submission of the proposal. However, in Primary emergency and Emergency operations, expenditure can be declared eligible even before the submission of a proposal from the date when the humanitarian crisis unfolds.

<sup>9</sup> Whenever options are presented in the text, the person responsible for preparing the agreement will delete the option that is not applicable. Option 1 is for primary emergency operations, emergency operations and other operations up to six months of duration.

<sup>10</sup> Where applicable, (in the cases of 100% grants), the humanitarian organisation will have to provide together with this report the information referred to in article 7.4 of the General Conditions.

<sup>11</sup> Option for all operations longer than six months. The interim report should be sent half way through the implementing period.

<sup>12</sup> Where applicable, (in the cases of 100% grants), the humanitarian organisation will have to provide together with this report the information referred to in article 7.4 of the General Conditions.

## ARTICLE 5–PAYMENT ARRANGEMENTS

### 5.1 Pre-financing payments

In accordance with article 16.2 of the General Conditions, the Commission shall make a payment of pre-financing of EUR [...], representing [...%]<sup>13</sup> of the amount specified in article 3.2 hereof.

#### Option<sup>14</sup>

*On production of the interim narrative and financial reports, an additional payment of pre-financing of EUR [...], representing [...%] of the amount specified in article 3.2 hereof may be granted when 70% of the previous payment has been used up.*

### 5.2 Payment of the balance

The request for payment of the balance shall be accompanied by the final narrative and financial implementation reports specified in article 2 of the General Conditions. The approval of the final reports will be done in accordance with the procedure established in article 16.4 of the General Conditions.

## ARTICLE 6 – BANK ACCOUNT

Payments shall be made to the Organisation's bank account denominated in EURO indicated below:

Name of bank: [...]

Address of branch: [...]

Precise denomination of the account holder: [...]

Full account number (including bank codes): [...]

IBAN account code, (or BIC country code if the IBAN code does not apply): [...]

## ARTICLE 7– CONTACT ADDRESSES

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

To the Commission:

European Commission

Humanitarian Aid Office

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

B- 1049 Brussels

Belgium.

To the Organisation:

[Name of the Humanitarian organisation]

Mr/Mrs [...] [Function]

[Full official address]

<sup>13</sup> From 50% up to 80%, to be established taking into account past record of the Organisation in particular as regards timely submission of reports and budget execution. The risk profile of the humanitarian organisation and the specific needs of the operation may also be taken into account to establish the rate of pre-financing.

<sup>14</sup> A second pre-financing payment is an option, only include this paragraph when the first payment has been of 50%.

**ARTICLE 8 – DATA PROTECTION**

Any personal data included in the agreement will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movements of such data. The data will only be processed for the purposes of the performance, management and follow up of the agreement by the European Commission's Humanitarian Aid Office without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in conformity with Community law. The data subject may, upon request, obtain the communication of his/hers data and rectify any inaccurate or incomplete personal data. Should the data subject have any queries concerning the processing of his/hers data, he/she shall address them to European Commission's Humanitarian Aid Office. As regards the processing of personal data, the data subject has a right of recourse at any time to the European Data Protection Supervisor.

**ARTICLE 9<sup>15</sup> – SPECIFIC CONDITIONS APPLYING TO THE OPERATION**

9.1 *The following shall supplement the General Conditions:*

9.1.1 [.....]

9.2 *The following derogations from the General Conditions shall apply:*

9.2.1 *By derogation from article [.....]*

**SIGNATURES**

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

For the Organisation

[name / forename / function]

Signature

Done at [place], [date]

For the Commission

[name / forename / function]

Signature

Done at [place], [date]

**ENCLOSURES**

**Annex I** Description of the Operation;

**Annex II** Summary of the estimated budget and financial plan of the Operation.

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<sup>15</sup> Article 9 is optional, delete if not applicable.