



EUROPEAN UNION
INDIRECT MANAGEMENT DELEGATION AGREEMENT No ECHO/.../.../.../.....
APPLICABLE TO HUMANITARIAN AID ACTIONS FINANCED
BY THE EUROPEAN UNION

The **European Union** (the “Union”), represented by the European Commission (the “Commission”), represented for the purposes of signature of the Agreement by [Forename SURNAME], Directorate-General for Humanitarian Aid and Civil Protection (“DG ECHO”),

On the one part,

and

[Name of the organisation], [SHORT NAME of the organisation]

[Address]

(“the International Organisation”), represented for the purposes of signature of the Agreement by [Forename SURNAME, function],

on the other part, (individually a "Party" and collectively "the Parties"),

HAVE AGREED

In the case of the UN insert:

[to this Indirect Management Delegation Agreement [insert number] (“the Agreement”), composed of these Special Conditions, Single Form [...], the General Conditions for Indirect Management Delegation Agreements applicable to humanitarian aid actions financed by the European Union[and the Management Declaration template¹].

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

In the case of International Organisations with a Framework Partnership Agreement (ICRC, IFRC, IOM) insert:

[to this Indirect Management Delegation Agreement [insert number] (“the Agreement”).

The General Conditions for Indirect Management Delegation Agreements applicable to humanitarian aid actions financed by the European Union, annexed to the Framework Partnership Agreement, shall apply to this Agreement.

¹ Delete when there is an agreement to provide the Management declaration annually pursuant to Article 4.3 Special Conditions.



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

SPECIAL CONDITIONS

1. Subject matter of the Agreement

- 1.1. This Agreement defines the activities entrusted to the International Organisation for the implementation of the Action entitled **[insert title of the Action in bold, Country]** (the “Action”) as described in the Single Form [...] ², which forms an integral part of the Agreement. The Action shall be implemented pursuant to the General Conditions for Indirect Management Delegation Agreements applicable to humanitarian aid actions financed by the European Union (“the General Conditions”).
- 1.2. With the signature of the Agreement, the International Organisation accepts the above terms and conditions and agrees to implement the Action in accordance with the Agreement, acting on its own responsibility.
- 1.3. In the performance of the activities, the International Organisation shall apply its own accounting, internal control and audit systems which have been positively assessed by the Commission in the ex-ante pillars assessment and which comply with the conditions set in Article 2.10 of the General Conditions ³.
- 1.4. The International Organisation shall apply [its own rules for grant award procedure, as assessed by the Commission in the ex-ante pillars assessment] / [the Commission rules for grant award procedures] and [its own procurement procedures, as assessed by the Commission in the ex-ante pillars assessment] / [the Commission rules for procurement procedures] ⁴.
- 1.5. The Action [is] / [is not] a Multi-Donor Action ⁵.
- 1.6. *If sub-delegation is authorised insert:* [The International Organisation may delegate activities.] *If the sub-delegatee(s) are known, add:* [The Sub-delegatee(s) is/are: [insert full official names of sub-delegates.]] *If sub-delegation is not authorised insert:* ["Not applicable."].
- 1.7. This Agreement complies with the provisions of [reference to any relevant framework agreement between the Commission and the International Organisation]. ⁶

2. Entry into force of the Agreement and the implementation period of the Action

- 2.1. The Agreement shall enter into force on the date of receipt by the Commission of one of the originals of the Agreement duly signed by both Parties, pursuant to Article 3 of the General Conditions.
- 2.2. The implementation period of the Action shall run for [months/days] months from [insert date] (“the start date of the Action”).
- 2.3. The eligibility period of the Action shall be from [insert date] until the end of the implementation period of the Action specified in Article 2.2.

3. Financing the Action

² Reference number of the Single Form.

³ Conclusions of the pillar assessment should be considered, required measures if any are to be included in Article 6 herein.

⁴ The International Organisation shall apply the Commission rules for grant and/or procurement procedures when the pillars assessment has so determined.

⁵ A multi-donor Action is any Action where Union funds are pooled with at least one other donor. One donor can be the International Organisation implementing the Action.

⁶ Specify the applicable framework agreement or delete.

- 3.1 The total cost of the Action is estimated at EUR [...]⁷.
- 3.2 The European Union undertakes to finance up to a maximum of EUR [...].
- 3.3 The flat rate mentioned in Article 19.4. of the General Conditions shall be [maximum 7]%.⁷
- 3.4 The final amount of the Union contribution shall be determined in accordance with Article 21 of the General Conditions.

4. Submission of reports and final payment request

- 4.1 *Either* ["[...] months before the end of the implementation period of the Action, the International Organisation shall submit an Interim Report on the Action's implementation, covering the implementation up to one month before the reporting date."] *or* ["Not applicable."].⁸
- 4.2 The International Organisation shall submit the final payment request and the Final Report within [...] months after the end of the implementation period of the Action pursuant to Articles 5 and 20 of the General Conditions.
- 4.3 *Either* ["The International Organisation shall provide the Commission with the Management declaration and audit or control opinion pursuant to Articles 5.7, 5.8 and 5.9 of the General Conditions.] *or, in case there is an arrangement between the Commission and the International Organisation to provide annually the Management declaration and the audit or control opinion* ["Article 5.7, 5.8 and 5.9 of the General Conditions shall not apply."] *or, in case there is an arrangement between the Commission and the International Organisation to provide annually the audit or control opinion, insert* ["Article 5.8 and 5.9 of the General Conditions shall not apply."].

5. Payment arrangements

In accordance with Article 20 of the General Conditions, the Commission shall make a pre-financing payment equivalent to 80% of the amount specified in Article 3.2 herein.

6. Specific conditions applying to the Action

- 6.1 *Either* ["The following specific conditions shall supplement, and have precedence over all other provisions of the General Conditions: [...]."] *or* ["Not applicable."].
- 6.2 *Either* ["The following specific conditions shall derogate from, and have precedence over all other provisions of the General Conditions: [...]."] *or* ["Not applicable."].
- 6.3 *Either* ["The rules applicable to urgent actions shall apply to this Agreement."] *or* ["Not applicable."].
- 6.4 The applicable exchange rate to be used in reports shall be *either* ["the rate applied by the European Central Bank pursuant to Article 5.10 (a) of the General Conditions] *or*

⁷ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the Union contribution.

⁸ When the Interim Report is not required, Article 4(1) herein shall indicate 'Not applicable'. By default, an Interim Report is not required in the case of urgent actions or short actions with a duration of less than 10 months, unless an Interim Report is operationally justified. This aspect should be discussed and agreed upon between the Parties before the Agreement is issued.

⁹ The default reporting deadline is 3 months, but a different deadline may be used when operationally justified. This aspect should be discussed and agreed between the Parties before the Agreement is issued.

["the rate applied by the International Organisation's own rules pursuant to Article 5.10 (b) of the General Conditions"]¹⁰.

6.5 *Either* ["Interest generated on pre-financing shall not be due. "] *or* ["Interest generated on pre-financing shall be due and deducted from the payment requests or recovered."¹¹].

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

For the International Organisation

[Forename SURNAME]

[Function]

Signature

Done at _____, on _____

For the Commission

[Forename SURNAME]

[Function]

Signature

Done at Brussels, on _____

¹⁰ The International Organisation should indicate in section 11 of the Single Form whether it will use the exchange rate of the European Central Bank or its own exchange rate.

¹¹ The International Organisation should indicate in section 11 of the Single Form when its rules foresee the reimbursement of interest on pre-financing e.g. in order to ensure equal treatment of donors.