

**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 ("ECHO"),  
on the one part,

**and**

the International Committee of the Red Cross, ICRC  
19 Avenue de la Paix  
1202, Geneva  
Switzerland

("the ICRC"), 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

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 ("the General Conditions") and the management Declaration template, annexed to the Framework Partnership Agreement, shall apply to this Agreement.

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 ICRC for the implementation of the Action entitled **[insert title of the Action in bold]** (the “Action”) as described in the Single Form [...]<sup>1</sup>, 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 ICRC 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 ICRC shall apply its own accounting, internal control and audit systems which have been positively assessed by the Commission in the ex-ante assessments and which comply with the conditions set in Article 2.10 of the General Conditions<sup>2</sup>.
- 1.4. The ICRC shall apply its own procurement rules and procedures as well as its own rules and procedures for awarding grants, as assessed by the Commission in the ex-ante assessment, referred to in Article 61 of the European Union Financial Regulation applicable to the general budget of the European Union.
- 1.5. The Action [is]/ [is not] a Multi-Donor Action<sup>3</sup>.
- 1.6. *If sub-delegation is authorised insert: [The ICRC 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 the Framework Partnership Agreement concluded between the Commission and the ICRC].<sup>4</sup>

### 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

- 3.1. The total cost of the Action is estimated at EUR [...]<sup>5</sup>.

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<sup>1</sup> Reference number of the Single Form.

<sup>2</sup> Conclusions of the ex-ante assessments should be considered, required measures if any are to be included in Article 6 herein.

<sup>3</sup> A Multi-donor action is any action where Union funds are pooled with at least one other donor. One donor can be the ICRC implementing the action.

<sup>4</sup> Specify the applicable framework agreement or delete.

- 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]%.<sup>5</sup>
- 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 ICRC shall submit an Interim Report on the Action's implementation, covering the implementation up to one month before the reporting date."] *or* ["Not applicable."].<sup>6</sup>
- 4.2 The ICRC shall submit the final payment request and the Final Report within [...] months<sup>7</sup> after the end of the implementation period of the Action pursuant to Articles 5 and 20 of the General Conditions.
- 4.3 *Pending the conclusion of an agreement between the ICRC and the Commission on the subject, the following provision shall apply:* ["By derogation from Articles 5.8 and 5.9 of the General Conditions, the ICRC shall provide the Commission with a copy of its Consolidated financial statements including the report of the independent auditor on the consolidated financial statements for the year [...]."]

#### **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."].

*Transitional specific condition to be included until final agreement is found in liaison with DEVCO:*

["6.1.1 Where the communication of a specific information to the Commission would raise difficulties in light of the internal rules of the ICRC, both Parties commit to consult each other with a view to finding a mutually acceptable solution."]

- 6.2 *Either* ["The following specific conditions shall derogate from, and have precedence over all other provisions of the General Conditions: [...]."] *or* ["Not applicable."].

*When requested by the ICRC based on Article 10:*

["6.2.1 In conformity with Article 10 of the General Conditions, the Commission agrees to forego visibility actions in the field related to the implementation of the Action as it would endanger the ICRC's staff safety or harm the ICRC's interests."]

- 6.3 *Either* ["The rules applicable to urgent actions shall apply to this Agreement."] *or* ["Not applicable."].

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<sup>5</sup> This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the European Union contribution.

<sup>6</sup> 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 between the Parties before the Agreement is issued.

<sup>7</sup> 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.

- 6.4 The applicable exchange rate to be used in reports shall be the rate applied by the ICRC's own rules pursuant to Article 5.10.b of the General Conditions.
- 6.5 Interest generated on pre-financing shall not be due.

Done in two originals in the [English/French] language, one for the Commission and one for the ICRC.

For the ICRC

[Forename SURNAME]

[Function]

Signature

Done at [place], on [date]

For the Commission

[Forename SURNAME]

[Function]

Signature

Done at [Brussels], on [date]