

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

[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

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”), 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 International Organisation for the implementation of the Action entitled [**insert title of the Action in bold**] (the “Action”) as described in the Single Form [...] ¹, 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 [*if the results of the new pillars assessment is still pending*] comply with the conditions set in Article 2.10 of the General Conditions and which are accepted by the Commission on the basis of a preliminary evaluation, given the long-standing and problem-free cooperation with the International Organisation, and the previous compliance assessment which was successfully completed under Article 53d of Regulation 1605/2002.”] or [*if the results of the new pillars assessment are positive*] 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”².]
- 1.4 The International Organisation shall apply [*if the results of the new pillars assessment is still pending*] its own rules for grant award procedure and procurement procedures accepted by the Commission on the basis of a preliminary evaluation, given the long-standing and problem-free cooperation with the International Organisation, and the previous compliance assessment which was successfully completed under Article 53d of Regulation 1605/2002.” Or if the results of the new pillars assessment are known [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”]³.
- 1.5 The Action [is]/ [is not] a Multi-Donor Action⁴.
- 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.]]

¹ Reference number of the Single Form

² Conclusions of the pillar assessment should be considered, required measures if any are to be included in Article 6 herein.

³ The International Organisation shall apply the Commission rules for grant and/or procurement procedures when the pillars assessment has so determined.

⁴ 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

1.7 This Agreement complies with the provisions of [reference to any relevant framework agreement between the Commission and the International Organisation].⁵

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 [...] ⁶.

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] %.

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."].⁷

4.2 The International Organisation shall submit the final payment request and the Final Report within [...] ⁸ months 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 IFRC 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 International Organisation shall provide the Commission with a copy of an opinion by its internal audit or control body for the year(s) in which the Action is implemented."

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.

⁵ Specify the applicable framework agreement or delete.

⁶ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU contribution.

⁷ 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.

⁸ 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. 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]"Where the communication of specific information to the Commission under Article 8.1 of the General Condition would raise difficulties in light of the internal rules of the International Organisation, 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."].

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

6.4 The foreign exchange rate used for financial reporting on the Action shall be that applied by the International Organisation's financial rules pursuant to Article 5.10 (b) of the General Conditions. The Commission shall transfer funds to the International Organisation in Euro for the purposes of the Action's implementation. The statutory, operating and reporting currency of the IFRC is the Swiss franc (CHF). All reports in Euro will use the income rate method to convert all transactions from CHF to Euro. The income rate is the weighted average rate of the funds received (converted into CHF using the actual exchange incurred or OANDA exchange rate applicable on the date of receipt of funds) and outstanding (converted into CHF using the OANDA exchange rate applicable on the last day of implementation of the Action).

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 International Organisation.

For the International Organisation

[Forename SURNAME]

[Function]

Signature

Done at

Date

For the Commission

[Forename SURNAME]

[Function]

Signature

Done at Brussels

Date