# FRAMEWORK PARTNERSHIP AGREEMENT WITH HUMANITARIAN ORGANISATIONS

The European Union (hereinafter referred to as 'the Union'), represented by the European Commission (hereinafter referred to as 'the Commission'), itself represented for the purposes of signature of this Framework Partnership Agreement by

Claus H. SØRENSEN, Director-General,
Directorate-General Humanitarian Aid and Civil Protection - DG ECHO,

AND

Gruppo Di Volontariato Civile (IT) (GVC-IT), Via dell'Osservanza, 35/2 40136 Bologna, Italy (hereinafter referred to as 'the Humanitarian Organisation')

represented for the purposes of signature of this Agreement by
Ms Patrizia SANTILLO, President,

and jointly referred to as 'the Parties',

HAVE AGREED

to this Framework Partnership Agreement, including the following Annexes:

Annex I Model Specific Grant Agreement

Annex II General Conditions applicable to Humanitarian Aid Actions financed by the European Union

Annex III Principles and Procedures applicable to Procurement Contracts awarded within the framework of Humanitarian Aid Actions financed by the European Union

which form an integral part of this Framework Partnership Agreement.

The terms set out in the Framework Partnership Agreement shall take precedence over the Annexes.

If a Specific Grant Agreement sets out specific conditions supplementing or explicitly derogating from the provisions of this Framework Partnership Agreement and its Annexes, those specific conditions shall take precedence over the provisions of this Framework Partnership Agreement for the purposes of that Specific Grant Agreement.

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

For the Humanitarian Organisation

Patrizia SANTILLO
President

Signature
Done at BOLOGNA
Date 23/12/2013

For the Commission

Claus H. SØRENSEN
Director-General

Signature
Done at Brussels
Date 18 DEC. 2013

Walter SCHWARZENBRUNNER
Director ECHO.C

## *TABLE OF CONTENTS*


Article 1 Objectives of the Framework Partnership Agreement ..... 6
Article 2 Principles and implementation of the Framework Partnership Agreement ..... 6
2.1 Ownership of humanitarian aid actions ..... 6
2.2 Quality partnership ..... 6
2.3 Visibility and communication on Union-funded humanitarian aid ..... 7
2.4 Exchange of information between the Parties ..... 7
Article 3 Evaluation criteria of Union-funded humanitarian aid actions ..... 7
3.1 Specific grants for actions ..... 7
3.2 International humanitarian law and humanitarian principles ..... 7
3.3 Evaluation criteria of Action proposals ..... 8
Article 4 Evaluation procedure of Action proposals and conclusion of Specific Grant Agreements. 8
4.1 Evaluation procedure of Action proposals ..... 8
4.2 Conclusion of Specific Grant Agreements ..... 8
Article 5 Minimum standards for the preparation and implementation of actions ..... 9
Article 6 Compliance with the applicable regulatory conditions and criteria for entering into Specific Grant Agreements ..... 10
6.1 Obligation to maintain compliance with applicable regulatory conditions and criteria for entering into Specific Grant Agreements ..... 10
6.2 Periodic assessment by the Commission of compliance with the applicable conditions and criteria for entering into Specific Grant Agreements ..... 11
Article 7 Controls applicable to actions ..... 11
Article 8 Suspension of the Framework Partnership Agreement by the Commission ..... 11
8.1 Grounds for suspension ..... 11
8.2 Suspension procedure ..... 11
8.3 Duration and effects of suspension ..... 12
Article 9 Termination of the Framework Partnership Agreement ..... 12
9.1 Grounds for termination by the Humanitarian Organisation ..... 12
9.2 Grounds for termination by the Commission ..... 12
9.3 Termination procedure by the Commission ..... 13
9.4 Effects of termination ..... 13
Article 10 Communication ..... 13
10.1 Communication concerning the principles and the rules of the Framework Partnership Agreement ..... 13
10.2 Communication concerning the periodic assessment or the Specific Grant Agreements . 14
Article 11 Confidential and sensitive information ..... 15
Article 12 Processing of personal data by the Commission ..... 15
Article 13 Interpretation ..... 16
Article 14 Amendments to the Framework Partnership Agreement ..... 16
Article 15 Liability for damages ..... 16
Article 16 Applicable law and dispute settlement ..... 16
Article 17 Duration of the Framework Partnership Agreement ..... 16

***Whereas***

*1) The Commission is responsible for designing and implementing the frame within which the Union finances operations in the field of humanitarian aid, pursuant to Council Regulation (EC) No 1257/96 of 20 June 1996 concerning humanitarian aid (hereinafter referred to as the 'Humanitarian Aid Regulation')[1], in line with the principles enshrined in the Treaties, in particular Article 214 Treaty on the Functioning of the European Union (hereinafter referred to as 'TFEU')[2], and the European Consensus on Humanitarian Aid[3];*

*2) Considering the specificities of humanitarian aid, in implementing this Union policy, the Commission selects partners with which it shares common general objectives and wishes to establish a relationship of lasting cooperation. This partnership is based on a commitment to quality, efficiency, effectiveness, mutual trust, complementarity of roles and simplified procedures to ensure effective, efficient and rapid delivery of aid;*

*3) The purpose of this Framework Partnership Agreement is to define the rights and obligations of the Parties when they enter into a Specific Grant Agreement, and to lay down the rules governing Union-funded humanitarian aid actions (hereinafter referred to as 'the actions') implemented under this Agreement and a Specific Grant Agreement. It is therefore appropriate to refer to the relevant rules established by Union law, and in particular by the Humanitarian Aid Regulation and by Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union (hereinafter referred to as the 'Financial Regulation');*

*4) The European Union's humanitarian aid is intended to provide assistance, relief and protection to people in third countries that are victims of natural or man-made disasters, including complex emergencies, in order to meet the humanitarian needs resulting from these different situations. It is guided by international law and the fundamental humanitarian principles of humanity, impartiality, neutrality and independence;*

*5) Without prejudice to the humanitarian principles, the European Union's humanitarian action should also uphold policy coherence, complementarity, efficiency, effectiveness and respect for the 'do no harm' principle in responding to humanitarian crises;*

*6) Union-funded actions should be based solely on the affected people's needs and on an impartial needs assessment. They should take into account the differentiated needs and capacities of women and men of all ages, be results-oriented, and delivered in the most effective, efficient and rapid manner. This should be implemented with due regard to quality standards and the Union's policy approach in support of humanitarian actions, including the Commission's standards and guidelines, notably for sectoral and thematic issues. They*

---

[1] OJ L 163, 2.7.1996, p. 1.
[2] OJ C 306, 17.12.2007, p. 1.
[3] Joint Statement by the Council and the Representatives of the Governments of the Member States meeting within the Council, the European Parliament and the European Commission (OJ C 25, 30.1.2008, p. 1).

*should also ensure accountability to those in need, adapting assistance to the circumstances and providing aid in a way that, to the extent possible, enhances the prospects of recovery and strengthens resilience, in particular by establishing the linkage between relief, rehabilitation and development;*

*7) The Parties commit to raise awareness of humanitarian issues among decision-makers and the general public in order to foster the overall effectiveness of, and support to, humanitarian assistance;*

*8) The Humanitarian Organisation should publicise the relevance and impact of Union-funded humanitarian aid;*

*9) The Parties undertake to promote and consolidate their relationship and their co-operation by ensuring that each Party knows and respects the mandate of the other and by recognising the specificity of each other's contribution to humanitarian actions. The Parties carry out their roles in the execution of Union-funded actions, preserving their freedom and autonomy and assuming their responsibilities;*

*10) The Parties should accomplish their tasks responsibly, with integrity and in a relevant and appropriate way, and should make all efforts to prevent and to take measures against any abuses. To this end, the Parties are also committed to transparency and accountability in the use of Union funds;*

*11) The Commission is committed to ensuring 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 Commission recognises the vital role and added value of 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 Commission is also committed to adapting the control measures applicable to Union-funded actions to the risk analysis of the relevant partner;*

*12) In addition, the Commission is committed to involving its partners when appropriate in the forecasting and planning of humanitarian aid, and to consult them regarding issues of mutual interest, including the implementation of this Framework Partnership Agreement;*

*13) The signature of this Framework Partnership Agreement is based on an assessment by the Commission of the Humanitarian Organisation's compliance with the conditions and criteria laid down in Article 7 of the Humanitarian Aid Regulation, and a check against the exclusion criteria in Articles 106(1) and 107 of the Financial Regulation;*

*14) The Parties acknowledge that non-compliance with the conditions and criteria laid down in point 13 of this Preamble may entail the suspension or termination of the Framework Partnership Agreement.*



88

## Article 1 Objectives of the Framework Partnership Agreement

The main objectives of this Framework Partnership Agreement are:

a) to establish a stable and long-term cooperation mechanism between the Parties, based on mutual trust, respect for each other's mandate and specificity of their contribution to humanitarian aid, thus allowing recourse to be made to simplified procedures;

b) to identify the general rights and obligations of the Parties in implementing their partnership, by laying down rules governing the execution of Specific Grant Agreements relevant to this Framework Partnership Agreement in accordance with the Financial Regulation;

c) to promote the concept of quality partnership, based on professionalism, diversity, capacity to respond to humanitarian needs, adherence to agreed rules and standards, and a commitment to improve the delivery of humanitarian aid; and

d) to promote in this way the quality, efficiency and effectiveness of aid, so as to ensure that Union-funded humanitarian aid actions are implemented in the most appropriate, rapid, efficient and effective manner, and that they attain their set results.

## Article 2 Principles and implementation of the Framework Partnership Agreement

### 2.1 Ownership of humanitarian aid actions

Ownership of actions is vested in the Humanitarian Organisation which implements them, preserving its freedom and independence, and assuming its responsibilities.

### 2.2 Quality partnership

Both Parties undertake to jointly develop a quality partnership based on:

a) transparency and accountability towards all stakeholders, including beneficiaries. To this end, and as a complement to legal and statutory provisions, the Parties are expected to adhere to voluntary codes of good practices;

b) strategies and initiatives to increase the effectiveness of Union-funded humanitarian aid. To this end, the Parties will support international coordination mechanisms for humanitarian response;

c) coherence with the Union policy approach in support of humanitarian actions, including the Commission's standards and guidelines, notably for sectoral and thematic issues;

d) promotion of a learning culture based on the evaluation of actions and on sharing and disseminating best practices and lessons learnt; and

e) promotion of awareness and understanding of humanitarian issues and values among decision-makers and the general public in order to foster the overall legitimacy and effectiveness of humanitarian assistance.

### 2.3 Visibility and communication on Union-funded humanitarian aid

The Humanitarian Organisation commits to publicise the relevance and impact of Union-funded humanitarian aid, both in the European Union and in third countries where Union-funded actions are carried out, while duly respecting and protecting the safety and dignity of the beneficiaries.

### 2.4 Exchange of information between the Parties

a) In compliance with the spirit of partnership, the Parties commit to a regular, comprehensive, and transparent exchange of information.

b) The Commission shall maintain a regular strategic planning dialogue with the signatories of the Framework Partnership Agreement, both at field and headquarters level, involving them in the identification of likely priorities.

c) The Commission and representatives of Humanitarian Organisations shall meet, whenever necessary, to monitor and discuss the implementation of their partnership.

d) The Commission shall organise, once a year, a conference with all the signatories of the Framework Partnership Agreements, in order to discuss issues of mutual interest.

e) Whenever necessary, the Humanitarian Organisation shall initiate meetings with the Commission to exchange information and to foster co-ordination.

## Article 3 Evaluation criteria of Union-funded humanitarian aid actions

### 3.1 Specific grants for actions

a) For the purposes of implementing Union-funded humanitarian actions within the present partnership, the Commission may award to the Humanitarian Organisation specific grants for actions.

b) This Framework Partnership Agreement shall apply to any Specific Grant Agreement concluded between the Parties. However, the signature of the Framework Partnership Agreement shall not give rise to an obligation on the side of the Commission to award Specific Grant Agreements.

### 3.2 International humanitarian law and humanitarian principles

Actions shall only be eligible for Union funding if they comply with the following fundamental humanitarian principles and, in situations of armed conflict, with International Humanitarian Law:

a) Humanity: actions shall focus on saving and preserving human lives and relieving suffering;

b) Impartiality: actions shall solely respond to identified needs of affected populations, without discrimination of any kind between or within these populations;

c) Neutrality: actions shall not favour any side in an armed conflict or other dispute; and

d) Independence: 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.

### 3.3 Evaluation criteria of Action proposals

a) Actions eligible for Union funding must fall within the general objectives laid down in the Humanitarian Aid Regulation and the specific objectives established by the relevant financing decision.

b) The Commission shall assess the Action proposal taking into account, among others, the relevance of the Action, the coverage of the intervention in terms of targeted areas, sectors and beneficiaries, the quality of the needs assessment, the quality of the Action's logical framework, coherence with the Union policy approach in support of humanitarian actions, including the Commission's sectoral and thematic standards and guidelines, as well as the principle of sound financial management.

## Article 4 Evaluation procedure of Action proposals and conclusion of Specific Grant Agreements

### 4.1 Evaluation procedure of Action proposals

a) Action proposals may be submitted to the Commission either at the initiative of the Humanitarian Organisation or following an invitation by the Commission for the Humanitarian Organisation to undertake an Action, either independently or in cooperation with other organisations.

b) Action proposals shall be presented on the Single Form, made available via the electronic exchange system referred to in Article 10(2) herein.

c) If the Commission refuses an Action proposal, it shall inform the Humanitarian Organisation as soon as possible and explain the reasons for its refusal.

### 4.2 Conclusion of Specific Grant Agreements

a) Where the Commission decides to award a specific grant, it shall propose to the Humanitarian Organisation to sign the Specific Grant Agreement in accordance with the model set out in Annex I. Where appropriate, the model shall be adapted to the relevant circumstances. The Specific Grant Agreement shall be signed by the authorised representative(s) of each Party.

b) By signing the Specific Grant Agreement, the Humanitarian Organisation agrees to carry out the Action acting on its own responsibility and in accordance with the terms and conditions laid down in the Framework Partnership Agreement, including its Annexes II and III, and in the Specific Grant Agreement.

c) Specific Grant Agreements shall be signed before the date when this Framework Partnership Agreement expires, provided for in Article 17(a) herein. Where Specific Grant Agreements signed before that date continue to be implemented after that date, the terms of

this Framework Partnership Agreement shall continue to govern the implementation of the Specific Grant Agreements concerned.

d) An Action may be financed by the Commission in part or, where justified as essential for the Action, in full. When establishing the rate of financing for the Action, the Commission takes into account the urgency of the Action, the availability of other donors, the humanitarian principles, and any other relevant circumstances.

**Article 5 Minimum standards for the preparation and implementation of actions**

a) Actions shall be properly prepared, with a clear and verifiable objective, which must be achieved within a given period. The results to be obtained shall be described through specific, measurable, achievable, relevant and time bound indicators, using standard sectoral key results indicators to the largest extent possible.

b) In addition to complying with the General Conditions applicable to Humanitarian Aid Actions financed by the European Union set out in Annex II to this Framework Partnership Agreement (hereinafter referred to as 'the General Conditions'), the Humanitarian Organisation shall implement actions in accordance with the Union policy approach in support of humanitarian actions, including the Commission's sectoral and thematic standards and guidelines. The Humanitarian Organisation shall also observe the highest ethical standards, the best practices in the sector and the specific operating environment.

c) Actions shall be culturally appropriate and adequate for the specific needs of different groups of affected persons (notably women, girls, boys, men, older persons, persons with disabilities) and they shall comply with applicable international law, Union law, the law of the Humanitarian Organisation's country of registration and national legislation of the country where they are implemented.

d) Priority shall be given to the analysis of the beneficiaries' situation within the circumstances and context of intervention, including assessments of the different needs, capacities, and roles that might exist for men and women of different age groups within the given situation and cultural context.

e) To this end, the Humanitarian Organisation shall:

(i) allocate funds according to needs assessments and promote the common objective of responding globally to humanitarian needs;

(ii) promote the participation of beneficiaries in the establishment, implementation and evaluation of actions;

(iii) endeavour to base actions on local capacities, respecting the culture, the structure and the customs of the communities and of the countries where actions are carried out, without prejudice to the fundamental rights of the beneficiaries concerned;

(iv) ensure 'zero tolerance' for sexual exploitation and abuse (hereinafter referred to as 'SEA') through effective and coordinated prevention, reporting and response

mechanisms, in line with the essence of the Inter-Agency Standing Committee's Six Core Principles Relating to SEA;

(v) endeavour to promote in the design and implementation of the Action the linkage between relief, rehabilitation and development, in order to help the affected populations regain a minimum level of self-sufficiency, whenever possible taking long term development objectives into account and building resilience;

(vi) contribute to the strengthening of capacities of affected communities, in order to prevent, prepare for, reduce and respond to future humanitarian crises; and

(vii) provide 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.

f) The Humanitarian Organisation shall also ensure:

(i) procurement procedures which comply with the Principles and Procedures applicable to Procurement Contracts awarded within the framework of Humanitarian Aid Actions financed by the European Union, Annex III of this Framework Partnership Agreement (hereinafter referred to as 'Annex III');

(ii) an effective and efficient internal control system for the management of actions which includes the respect of ethical and humanitarian values, effective segregation of duties and appropriate risk management mechanisms, identifying risks and appropriate risk responses;

(iii) an accurate, complete and timely accounting system; and

(iv) the availability in due time of all relevant information for a proper and timely management of actions, as well as for a sufficiently detailed audit trail.

## Article 6 Compliance with the applicable regulatory conditions and criteria for entering into Specific Grant Agreements

### 6.1 Obligation to maintain compliance with applicable regulatory conditions and criteria for entering into Specific Grant Agreements

a) The Humanitarian Organisation undertakes to maintain compliance with the conditions and criteria referred to in point 13 of the Preamble and with Annex III for the duration of this Framework Partnership Agreement.

b) The Humanitarian Organisation undertakes to inform the Commission immediately of any change in its legal, financial, technical or organisational situation that may put into question its compliance with the conditions and criteria referred to in point 13 of the Preamble and/or may create other conflicts of interests. The Humanitarian Organisation also undertakes to inform the Commission of any change in its name, address or legal representative.

c) When, based on the information obtained from the Humanitarian Organisation, including from the periodic assessment referred to in Article 6(2) herein, or based on reliable

information obtained through any other means, the Commission considers that the Humanitarian Organisation no longer complies with the conditions and criteria referred to in point 13 of the Preamble, the Commission may take appropriate action, including to suspend or terminate the Framework Partnership Agreement and any Specific Grant Agreements.

### 6.2 Periodic assessment by the Commission of compliance with the applicable conditions and criteria for entering into Specific Grant Agreements

a) The Commission shall assess on a regular basis whether the Humanitarian Organisation continues to comply with the conditions and criteria referred to in point 13 of the Preamble.

b) In addition to the duty of information provided for in Article 6(1)(b) herein, each year, in general six months after the end of a financial year, and in any case no later than twelve months after the end of a given financial year, the Humanitarian Organisation shall submit through the relevant tool in the electronic exchange system referred to in Article 10(2) herein the information concerning the previous financial year, based on the annual activity report and the annual statutory accounts certified by an approved external auditor. The Humanitarian Organisation shall provide any additional documentation or information requested by the Commission.

c) Failure to provide accurate and timely information may result in the suspension or termination of the Framework Partnership Agreement.

## Article 7 Controls applicable to actions

In accordance with Article 32 of the Financial Regulation, actions shall be subject to appropriate controls, at the grant award and final payment stages, based on the risk assessment of the Humanitarian Organisation's financial management capacity. The pertinent information shall be made available by the Commission to the Humanitarian Organisation via the electronic exchange system referred to in Article 10(2) herein.

## Article 8 Suspension of the Framework Partnership Agreement by the Commission

### 8.1 Grounds for suspension

Without prejudice to the possibility of suspending Specific Grant Agreements pursuant to Article 14 of the General Conditions, the Commission may suspend the Framework Partnership Agreement if it suspects that the Humanitarian Organisation no longer complies with the conditions and criteria referred to in point 13 of the Preamble.

### 8.2 Suspension procedure

a) Before suspending the Framework Partnership Agreement, the Commission shall formally notify the Humanitarian Organisation of its intention to suspend the Agreement, specifying the reasons thereof. The Humanitarian Organisation shall be invited to submit observations within 30 calendar days from receipt of the notification.



88

b) If, after examination of the observations submitted by the Humanitarian Organisation, the Commission decides to stop the suspension procedure, it shall formally notify the Humanitarian Organisation thereof.

c) If no observations have been submitted or if, despite the observations submitted by the Humanitarian Organisation, the Commission decides to pursue the suspension procedure, it shall suspend the Framework Partnership Agreement by formally notifying the Humanitarian Organisation thereof, specifying the reasons for the suspension, and the indicative date of completion of the necessary verifications.

d) The suspension shall take effect on the day of the receipt by the Humanitarian Organisation of the notification referred to in Article 8(2)(c) herein or on a later date where the notification so provides.

### 8.3 Duration and effects of suspension

a) Suspension of the Framework Partnership Agreement is without prejudice to the orderly completion or termination, where appropriate, of any Specific Grant Agreement which is still in force after the suspension took effect.

b) The suspended Humanitarian Organisation is not eligible for funding of new actions which would start after the suspension took effect.

c) Unless the Framework Partnership Agreement has been terminated in accordance with Article 9 herein, the Commission shall, as soon as it considers that the grounds for the suspension are no longer present or the necessary verifications have been carried out, formally notify the Humanitarian Organisation of lifting the suspension.

d) The Humanitarian Organisation shall not be entitled to claim compensation on account of a suspension of the Framework Partnership Agreement.

## Article 9 Termination of the Framework Partnership Agreement

### 9.1 Grounds for termination by the Humanitarian Organisation

Without prejudice to the execution of, controls on the execution of, and/or the settlement of disputes concerning Specific Grant Agreements already concluded, the Humanitarian Organisation may terminate the Framework Partnership Agreement at any time.

### 9.2 Grounds for termination by the Commission

a) Without prejudice to the execution of, controls on the execution of, and/or the settlement of disputes concerning Specific Grant Agreements already concluded, the Commission may terminate the Framework Partnership Agreement if the Humanitarian Organisation does not comply with the conditions and criteria referred to in point 13 of the Preamble.

b) If the Commission decides to apply administrative penalties to the Humanitarian Organisation, it shall terminate the Framework Partnership Agreement.

### 9.3 Termination procedure by the Commission

a) The Commission shall formally notify the Humanitarian Organisation in advance of its intention to terminate the Framework Partnership Agreement, specifying the reasons thereof, and inviting the Humanitarian Organisation to submit observations within 45 calendar days from receipt of the notification.

b) If, after examination of the observations submitted by the Humanitarian Organisation, the Commission decides to stop the termination procedure, it shall formally notify the Humanitarian Organisation thereof.

c) If no observations have been submitted or if, despite the observations submitted by the Humanitarian Organisation, the Commission decides to pursue the termination procedure, it shall formally notify the Humanitarian Organisation thereof, specifying the reasons for the termination and the date on which the termination takes effect.

d) Without prejudice to its right to terminate a Specific Grant Agreement according to Article 15 of the General Conditions, the Commission shall honour its obligations arising from the implementation of any Specific Grant Agreement, governed by the Framework Partnership Agreement which has entered into force before the date on which the termination of this Framework Partnership Agreement takes effect.

### 9.4 Effects of termination

The obligations entered into by the Humanitarian Organisations under Specific Grant Agreements, including those contained in this Framework Partnership Agreement, continue to apply after the termination of the Framework Partnership Agreement takes effect.

## Article 10 Communication

### 10.1 Communication concerning the principles and the rules of the Framework Partnership Agreement

a) Communication concerning the principles and rules laid down in the Framework Partnership Agreement shall be sent either by postal delivery or by e-mail.

b) Communication referred to in Article 10(1)(a) herein, addressed to the Humanitarian Organisation, shall be sent to the postal address or the electronic address indicated in the electronic exchange system referred to in Article 10(2) herein.

c) Postal delivery referred to in Article 10(1)(a) herein addressed to the Commission shall be sent to the following postal address:

European Commission

Directorate-General for Humanitarian Aid and Civil Protection – DG ECHO

Unit responsible for Partner Support

B - 1049 Brussels

Belgium

d) Communication by e-mail referred to in Article 10(1)(a) herein, addressed to the Commission, shall be sent to the e-mail address of the unit of the Directorate-General for Humanitarian Aid and Civil Protection – DG ECHO responsible for Partner Support.

### 10.2 Communication concerning the periodic assessment or the Specific Grant Agreements

a) Communication relating to the periodic assessment referred to in Article 6(2) herein, or which concerns Specific Grant Agreements, shall be made via the electronic exchange system set up by the Commission and to which the Humanitarian Organisation has been granted access via an appropriate authentication system.

b) Access to the electronic exchange system is subject to a unique username and password.

c) Documents submitted via this medium shall be considered equivalent to originals.

d) It is the responsibility of the Humanitarian Organisation to ensure the accuracy of the information supplied, to manage its own user rights and to take the necessary measures to avoid unauthorised access or use. The Commission cannot be held liable for any inaccuracy of the information supplied in the electronic exchange system by the Humanitarian Organisation and for any miscommunication resulting from it.

e) Where access to the electronic exchange system is technically not possible the communication concerning the periodic assessment may be made either by e-mail or by postal delivery.

(i) When such communication is made by the Commission, it shall be sent to the official e-mail address or postal address of the Humanitarian Organisation supplied in the electronic exchange system.

(ii) When such communication is made by the Humanitarian Organisation by postal delivery, it shall be sent to the postal address of the Commission indicated in Article 10(1)(c) herein. When such communication is made by the Humanitarian Organisation by e-mail, it shall be sent to the e-mail address of the unit of the Directorate-General for Humanitarian Aid and Civil Protection – DG ECHO responsible for Partner Support.

(iii) When requested by any of the Parties, communication by e-mail shall be confirmed by an original signed paper version, provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

(iv) Where the Framework Partnership Agreement specifically requests a formal notification, this shall be made by registered postal delivery with return receipt or by equivalent electronic means.

f) Where access to the electronic exchange system is technically not possible, the communication concerning the Specific Grant Agreement shall be carried out pursuant to Article 4(1)(b) of the General Conditions.

**Article 11 Confidential and sensitive information**

a) Without prejudice to Article 24 of the General Conditions, the Commission and the Humanitarian Organisation shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to this Framework Partnership Agreement and which are explicitly indicated in writing as confidential or sensitive.

b) The Humanitarian Organisation shall not use confidential or sensitive information and documents for any reason other than fulfilling its obligations under the Framework Partnership Agreement, unless otherwise agreed with the Commission in writing.

c) The Commission and the Humanitarian Organisation shall be bound by this obligation for a period of five years, starting from the date of receipt of the information marked confidential or sensitive, unless:

(i) the disclosing Party agrees to release the other Party from the obligation earlier;

(ii) the confidential or sensitive information becomes public through other means, but not in breach of the Parties' non-disclosure obligation; and/or

(iii) the disclosure of the confidential or sensitive information is required by law and such disclosure would not affect negatively the beneficiaries or the humanitarian staff.

**Article 12 Processing of personal data by the Commission**

a) Any personal data contained in the Framework Partnership Agreement shall be processed by the Commission pursuant to the requirements of the Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data[4].

b) Such data shall be processed under the responsibility of the data controller, solely for the purposes of the performance, management and follow-up of the Framework Partnership Agreement by the Commission, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of Union law.

c) The data controller shall be the Head of Unit in charge of legal affairs of the Commission's Directorate-General for Humanitarian Aid and Civil Protection-DG ECHO.

d) The data subject shall have the right of access to its personal data and the right to rectify any such data. Should the data subject have any queries concerning the processing of its personal data, it shall address them to the data controller.

e) The data subject shall have the right of recourse at any time to the European Data Protection Supervisor.

[4] OJ L 8, 12.1.2001, p. 1.

**Article 13 Interpretation**

a) This Framework Partnership Agreement and any Specific Grant Agreement concluded on its basis shall be interpreted consistently with the objectives and provisions of the Humanitarian Aid Regulation.

b) All reference made to Union legislation shall be understood as referring to the most recent applicable version of the legislative text as published in the Official Journal of the European Union. The Commission shall inform the Humanitarian Organisation of any relevant substantial modifications thereof.

**Article 14 Amendments to the Framework Partnership Agreement**

a) Amendments shall enter into force on the date on which the last Party signs or on the date of approval of the request for amendment.

b) Amendments shall take effect on a date agreed to by the Parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

c) Amendments shall not have the purpose or effect of making changes to the Framework Partnership Agreement which would call into question the Commission's decision to establish the partnership or which would be contrary to the equal treatment of Humanitarian Organisations.

**Article 15 Liability for damages**

The Commission shall not be held liable for any loss or damage caused or sustained by the Humanitarian Organisation or third parties as a consequence of the partner status of the Humanitarian Organisation.

**Article 16 Applicable law and dispute settlement**

a) This Framework Partnership Agreement and any Specific Grant Agreement concluded on its basis shall be governed by the applicable Union law, complemented, where necessary, by the law of Belgium.

b) Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union shall have sole jurisdiction to hear any dispute between the Union and the Humanitarian Organisation concerning the interpretation, application or validity of this Framework Partnership Agreement or any Specific Grant Agreement concluded on its basis, if such dispute cannot be settled amicably.

**Article 17 Duration of the Framework Partnership Agreement**

a) This Framework Partnership Agreement shall enter into force on 1 January 2014. It shall remain valid until 31 December 2018, unless the Parties decide otherwise.

b) In case of Framework Partnership Agreements signed after 1 January 2014, the Agreements in question shall enter into force on the date of receipt by the Commission of one original signed by the Humanitarian Organisation.

## Risk Assessment conclusions

| GVC - FPA 14-053 | |
|---|---|
| | Amounts in EUR |
| | Last data (Y) |
| | 01/01/2012 - 31/12/2012 |
| **BALANCE SHEET - ASSETS** | |
| Short-term receivables | 12.169.024 |
| Cash, cash equivalents and short-term investments | 2.695.362 |
| Prepayments and accrued income | 66.033 |
| Total current assets (Prepayments and accrued income not included) | 14.864.386 |
| Total assets | 15.025.002 |
| Third party guarantees | 835.033 |
| **BALANCE SHEET - LIABILITIES** | |
| Unrestricted net equity | 352.148 |
| Restricted funds for projects | 12.014.258 |
| Short-term liabilities (other than restricted funds for projects and accruals and deferred income) | 1.691.893 |
| Accruals and deferred income | 36.319 |
| Total liabilities | 15.025.002 |
| Third party guarantees | 835.033 |
| **PROFIT AND LOSS ACCOUNT** | |
| Operating incomes | 15.000.691 |
| General and Administrative expenses | 1.036.893 |
| Operating result (Operating incomes - Operating expenses) | 70.243 |
| Unrestricted net result (Total incomes - Total expenses) | 16.350 |

| RESULTS OF PERIODIC ASSESSMENT | |
|---|---|
| Liquidity ratio : (receivables+ cash)/(short-term liabilities + restricted funds) | 1,08 |
| Financial independence : Unrestricted net equity / Total liabilities | 2,3% |

| **Conclusions of the Risk assessment - December 2013** | |
|---|---|
| Financial risk assessment at grant awarding stage | **THRESHOLD 15%** |
| % of disallowances of actions audited between 2010-2012 | **<2%** |

The applicable control measures will be made available to Humanitarian Organisations in the electronic exchange system-APPEL.

The assessment of the financial risk at grant award and liquidation stages will be performed on annual basis and therefore Humanitarian Organisations will receive an updated assessment by December 2014.

**Financial risk assessment at grant award stage**

The financial capacity to operate on the long and short-term of Humanitarian Organisations that may be signatories of the 2014 FPA has been assessed by DG ECHO on the basis of the data extracted from the 2012 audited financial statements, and through the following two indicators:

- Liquidity ratio[1]: the NGO should be capable of covering its short-term commitments, namely paying its charges when these are due. According to accepted standards this should be higher than 1. In order to take into consideration the particularities of NGOs operating in the field of humanitarian aid, the benchmark applied by DG ECHO has been fixed at 0.95.
- Financial independence[2]: this is an indicator of the NGO's solvency, namely its capacity to operate in the future, and the capacity to cover its medium and long-term commitments. According to accepted standards, this should be above 20%.

Those organisations whose indicators are above both thresholds may sign Specific Grant Agreements with DG ECHO without any particular limitation.

For organisations with one or both indicators below these thresholds, DG ECHO's risk exposure, namely the total amount of pre-financings paid to the organisation and not yet claimed as consumed, should be limited. This risk exposure shall not exceed a percentage of the organisation's turnover.

**Financial risk assessment at liquidation stage**:

The financial management capacity of actions by Humanitarian Organisations, and namely the level of assurance to only claim eligible expenditure, has been assessed by DG ECHO on the basis of the disallowances made to actions audited in the period 2010-2012.

[1] Current assets/short-term liabilities

[2] Equity(Non-restricted funds)/Total liabilities

## CHARTER ESTABLISHING THE PRINCIPLES GOVERNING ACCESS TO APPEL

APPEL is the application for electronic exchange of information between Directorate General Humanitarian Aid and Civil Protection (DG ECHO) and its Partners, including Non-Governmental Organisations (NGOs), International Organisations (IOs), the United Nations (UN) and Member States Specialised Agencies (MSSAs). 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 e-Single Form (E-Request). Organisations which are not yet Partners use APPEL to submit their application(s) for the signature of a Framework Partnership Agreement (FPA) with DG ECHO.

Connection to APPEL is only possible through the European Commission Authentication System (ECAS), a system aiming to facilitate the communication between the European Commission and external organisations. It allows these organisations to safely access and manage their records in different protected databases of the European Commission through user account(s), created by individual users within the respective organisations. ECAS user accounts are personal and consist of a single identifier, i.e. a single unique username and password per user.

Within APPEL, there are 6 categories of user rights:

(1) The **Legal Entity Appointed Representative (LEAR) role** shall be assigned to the person who is empowered by the constituent act or the internal rules of the organisation to represent and legally bind the organisation. He/she shall sign the FPA and this Charter and shall have the legal responsibility for the management of all other APPEL users of the organisation and their respective user rights. He/she will be able to delegate the management of APPEL user rights by designating User Rights Administrators (URAs).

APPEL user rights will be granted to the LEAR by DG ECHO and they can only be deleted by DG ECHO. The organisation shall thus inform DG ECHO of any changes in the person empowered to represent and legally commit the organisation. This information shall be sent by e-mail to the following e-mail address: echo-appel@ec.europa.eu. DG ECHO will proceed to update the LEAR role accordingly.

(2) The **User Rights Administrator role** allows the user to grant access to APPEL to other staff members and to coordinate with DG ECHO in relation to the implementation of APPEL-related user rights, *e.g.* on the appropriate action to be taken in the event of problems with the system.

URAs can manage user rights of other users of the organisation in the following two ways:

(i) wait until a user requests rights for using APPEL, or

(ii) proactively grant user rights to staff members of the organisation.

The assignment of rights shall be documented and retained for the purpose of monitoring and URAs should endeavour to regularly update the list of users. URA user rights can be granted and deleted only by the LEAR.

(3) The **Administrative role** allows the user to modify the organisation's administrative data, it however does not allow for the management of E-requests. For this task, other rights described below, need to be assigned.

(4) The **Reader role** allows the user to consult E-requests in APPEL, it however does not allow for the user to encode, modify or send data to DG ECHO.

(5) The **Encoder role** allows the user to consult, encode or modify E-requests in APPEL.

(6) The **Sender role** allows the user to consult, encode or modify E-requests in APPEL and to send E-requests to DG ECHO. It is recommended to have 2 senders per organisation in case of absence of one of them. When submitting the final payment request and the therewith related

declaration, pursuant to Article 18(4)(c)(ii) of the General Conditions to the NGO FPA, the organisation shall ensure that the sender has the ability to legally bind the organisation.

With the exception of the LEAR role that is limited to one LEAR per organisation, there are no limitations to the number of users with the above categories of user rights and to the number of user rights assigned to an individual user. Depending on internal needs, as many users as necessary can be created. It is however advisable to keep the number of users within reasonable limits to assure continuity of operations and to guarantee data quality and coherence.

It is the responsibility of each organisation using APPEL to manage its own user rights, from creation to modification and deletion. Partners shall ensure that all users with access to the system use their access only for the purposes intended, according to their roles and responsibilities and within the scope of the access rights granted to them. Partners shall 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 obligations deriving from each category of user rights. The organisation shall ensure that the users are aware of their obligations and responsibilities.

Users shall 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 shall 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. DG ECHO shall under no circumstances, not even when providing support, request the disclosure of passwords from users.

The Commission cannot be held liable for any inaccuracy of information supplied in APPEL by APPEL users and for any miscommunication resulting from it.

Protection of personnel data is regulated by Regulation (EC) N°45/2001 of the European Parliament and the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data.

This Charter shall be signed by the Legal Entity Appointed Representative. A copy of the Charter shall be sent to DG ECHO to the following email address: echo-appel@ec.europa.eu.

I, PATRIZIA SANTILLO, PRESIDENT AND LEGAL REPRESENTATIVE (Forename SURNAME, Function), in the name of GVC - IT (Name of the Organisation), hereby accept the terms and conditions set out in this Charter and declare that I received a copy thereof.

Done at BOLOGNA (ITALY), 23/12/13. (Place and date)

PATRIZIA SANTILLO
(Forename SURNAME)

PRESIDENT AND LEGAL REPRESENTATIVE
(Function)

presidente@gvc-italia.org
(E-mail address/username)[1]

Signature

[1] Please provide the same email address as the one used to connect to APPEL/ECAS.

## Ongoing agreements to be transferred to FPA 2014

### GVC-IT

| Contract Id | Contract Start Date | Operation End Date |
|---|---|---|
| ECHO/PSE/BUD/2013/91016 | 19-07-2013 | 30-06-2014 |

If you do not agree with the proposed list, please contact DG ECHO at echo-appel@ec.europa.eu within 14 days from receipt of this letter.