

Civil Protection* Grant Agreements

Guidelines for Partnership agreements between the Coordinating beneficiary and Associated Beneficiaries participating in the project

* Applicable to grant agreements concluded after calls for proposals, pilot projects, preparatory actions, direct grants except transport grants

Introduction

For several years, grant agreements concluded under Civil Protection funding programmes could be implemented by more than one participant. This possibility continues to exist in the context of the 2007 Financial Instrument, and therefore the Common Provisions stipulate in Article 3 that projects may involve, among others, the coordinating beneficiary (CO) and possibly one or more associated beneficiaries (AB).

In the past however, the Commission did not interfere in the set-up of contractual relations between CO and AB. In particular, no written (partnership) agreements were required. In order to improve legal certainty for both parties in such partnerships and for the Commission, Article 4.8 of the Common Provisions requires that written agreements are concluded. Such agreements shall

- describe the technical and financial participation in the project;
- be fully compatible with the grant agreement signed with the Commission;
- make a precise reference to the Common Provisions;
- have, as a minimum, the contents described in these Guidelines;
- be signed by CO and AB and notified to the Commission within three months from the starting date of the project.
- The provisions of the grant agreement, including the mandate (Articles 5.2 and 5.3), shall take precedence over any other agreement between CO and AB.

To that end, the Commission has developed guidelines in the format of the draft structure below for a written agreement. Please note that this format is not binding; other formats containing at least a similar level of detail can be acceptable.

Unless explicitly stated otherwise, all parts of the Common Provisions are relevant for and apply to both CO and AB. They should therefore be incorporated or at least referred to in the written agreement. The Grant Agreement including the Common Provisions and the full project proposal should be an annex to the partnership agreement.

The language of the agreement may be chosen by the contracting parties.

Please be aware that partnership agreements are legal documents. The contracting parties (CO and AB) have the sole responsibility to draw up the written agreement in line with their respective national law. The Commission cannot be held responsible for the format and contents of the partnership agreement concluded between CO and AB.

**Partnership agreement
concerning the Civil Protection project**
(Short name) + (grant agreement reference n°)

1. Identification of the contracting parties

The Coordinating Beneficiary "CO" (*name of the entity, department, full address*) represented by (*name, function of the person*)

AND

The Associated Beneficiary "AB" (*name of the entity, department, full address*) represented by (*name, function of the person*)

HAVE AGREED

2. Subject

2a. Grant Agreement

This partnership agreement is concluded in relation to Civil Protection project

- *full name, grant agreement reference°, second signature date;*
- *duration of the project;*
- *maximum eligible costs of the project, EU-funding rate and maximum EU-contribution.*

The grant agreement signed by the CO and the European Commission, which includes the special conditions, the common provisions ("CP"), the full project proposal and the other annexes, forms an integral part of this partnership agreement.

The provisions of the grant agreement, including the mandate (Articles 5.2 and 5.3 CP), shall take precedence over any other agreement between AB and CO which may have an effect on the implementation of the above agreement between the CO and the Commission.

2b. Partnership Agreement

- *Duration of partnership agreement, (e.g. entry into force when the last of the two parties [CO/AB] signs, termination on the date of the payment of the balance by CO to AB);*
- *Project tasks/ actions covered by the partnership agreement;*
- *estimated eligible costs of the tasks /actions covered by the partnership agreement.*

3. Legal and Administrative Provisions

3a. Role and obligations of the CO

- *Copy the whole Art. 4 CP into the partnership agreement, and/or draft a "personalised" version with clear reference to the relevant paragraphs, e.g.*
- *Art. 4.4 CP: specify payment terms for the distribution of amounts corresponding to AB's participation in the project (reference to Art 4b of the partnership agreement);*
- *Art. 4.5 CP: specify conditions under which AB can reduce its financial contribution;*

- Art. 4.7 CP: specify that CO should provide AB with copies of technical and financial reports submitted to the Commission. CO should inform AB of important "events" related to the project, e.g. requests for/ acceptance of supplementary agreements,

3b. Role and obligations of the AB

- Copy the whole Art. 5 CP into the partnership agreement, and/or draft a "personalised" version with clear reference to the relevant paragraphs, e.g.

- Art. 5.1 CP: specify exact role of AB in as much detail as possible and in compliance with the proposal. Quantified targets should be determined whenever possible;

- Art. 5.2 CP: AB confirms "AB declaration and mandate" (signed Form A3, page...of the grant agreement) by which AB grants power of attorney to CO, to act in his name and for his account ...;

- Art. 5.3 CP: AB confirms acceptance of all provisions of the grant agreement, in particular those affecting AB and CO;

Art. 5.4 CP: specify AB tasks to help CO fulfil his obligations under the grant agreement, in particular the timely provision of documents and information (technical and financial) to CO (reference to Art. 3e of the partnership agreement);

- Art. 5.5 CP: specify estimated financial contribution by AB and estimated share of EU-contribution (reference to Art. 4a of the partnership agreement).

3c. Common obligations for both CO and AB

- Copy the whole Art. 6 CP into the partnership agreement, and/or draft a "personalised" version with clear reference to the relevant paragraphs, e.g.

- Art. 6.1 CP: specify periods (e.g. every 1st calendar of month...) or deadlines for AB to send copies of supporting (accounting) documentation to CO (reference to Art.3e of the partnership agreement).;

- Art. 6.5 CP: CO and AB to confirm that they will not act, in the context of the project, as sub-contractor or supplier to each other or to any other AB.

3d. Other applicable provisions

- Art. 8.4 CP: Confirm AB obligation to comply with appropriate rules on selection of sub-contractors / suppliers;

- Specify effects of supplementary agreements (reference to Art. 14 to 16 CP) on partnership agreement, e.g. written amendment of partnership agreement to take account of budget modifications, postponement of project end etc.)

- Incorporate any other of the CP deemed necessary for the partnership agreement, e.g. Civil Liability/ Conflict of interest/ Publicity of Union support etc.

3e. Special provisions on reporting

- AB shall provide appropriate documents and information for technical progress report n°...at the latest on...;

- AB shall provide the CO with appropriate documents and information for final technical implementation report at the latest on.... (If applicable, specify also deadline for mid-term technical implementation report);

- AB shall provide the CO with copies of supporting (accounting) documentation every ... (specify periods e.g. every 1st calendar of month...) or on (specify deadlines);

- Regarding the final statement of expenditure and income, AB shall provide the CO with a dated and signed "participant cost statement summary" on ... at the latest. (If applicable, specify also deadline for mid-term financial statement.);

- It is recommended

- to incorporate provisions on confidentiality aspects, e.g. if the transmission of documents collides with national legislation on privacy;*
- to foresee a procedure to collect the data and to channel them to the CO regularly;*
- to set clear deadlines, including for providing additional information requested by the Commission;*
- to foresee regular project management and reporting meetings.*

4. Financial Provisions

4a. Project funding and co-financing

- In accordance with AB declaration and mandate" (signed Form A3, page...of the grant agreement), AB will implement actions with an estimated total cost of € ...

- "AB" will contribute € ...to the project of own financial resources [and/or if applicable: by co-financier ..., see Form A6, page... of the grant agreement].

- On the basis of the above amounts, AB will receive from CO an amount of €... as share of the EU-contribution.

- The estimated total costs incurred by AB will be regularly reviewed during the project. In agreement with CO (which will take into account the total costs of the project incurred by all participants), the amounts specified in this Article can be modified, provided that the modifications are in line with the provisions of the grant agreement concerning the project budget.

- The final settlement will be based on the Commission's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the project.

4b. Payment terms

- All payments should be made to the following AB bank account:....

- Payment scheme: to be agreed between CO and AB. For instance, the payment scheme could follow the payments made by the Commission, e.g. within one month from receipt of pre-financing/final payment, or specific payment scheme based on the tasks implemented by AB;

- CO and AB agree that all payments are considered as pre-financing payments until the Commission has approved the final technical and financial reports and has transferred the final payment to CO;

- To be on the safe side, it is recommended that CO transfers the share of final payment to AB after the Commission has made final payment, or incorporate a provision according to which the CO may recover amounts unduly paid to AB.

5. Other Provisions

5a. Termination of partnership agreement

- *CO and AB should set the conditions for an anticipated termination of the partnership agreement.*

5b. Jurisdiction clause

- *Failing amicable settlement, the Court of ... shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.*

- *The law applicable to this agreement shall be the law of ...*

...

Done at *[place]* on *[date]*, in duplicate in *[language]*

For the Coordinating Beneficiary

For the Associated Beneficiary