

EUROPEAN UNION MODEL FRAMEWORK CONTRIBUTION AGREEMENT

<Framework Contribution Agreement N°>
(the “Agreement”)

The European Union, represented by the European Commission (the “**Contracting Authority**”), represented for the purposes of signature of this Model Framework Contribution Agreement by [function, DG/service, forename and surname],

first counterparty,

and

<Full official name as mentioned in the LEF>

<Legal status (International Organisation, or other, as applicable)>

<Organisation official registration number, if any>

<Full legal address>

<VAT number, for VAT registered organisations>,

represented for the purposes of signature of the Framework Contribution Agreement by [function, forename and surname],

hereinafter the “**Organisation**”, second counterparty, (individually a “Party” and collectively the “Parties”) have agreed as follows:

SPECIAL CONDITIONS

Article 1 – Purpose

1.1 The purpose of this Agreement is to establish a long-term cooperation (‘framework partnership’) to finance the implementation of the action “<fill in the title of the programme or project>”, of which objectives and activities to be implemented are described in Annex I (the “Action”). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.

1.2 The Action is fully financed by the EU Contribution.

1.3 In the performance of the activities, the Organisation shall:

- a) apply its own accounting, internal control and audit systems [which have been positively assessed in the ex-ante pillar assessment. In the event that the ex-ante pillar assessment has raised some reservations, the Organisation shall comply with the ad hoc measures stated in Article 7.]¹
- b) apply specify or delete [its own procurement procedures [, as assessed in the ex-ante pillar assessment]] / [agreed rules for procurement procedures] specify or delete [its own rules for the award of Grants[, as assessed in the ex-ante pillar assessment²]] / [agreed rules for the award of Grants].

Insert if requested by the Organisation:

¹ Conclusions of the ex-ante pillar assessment should be considered and required measures, if any, should be included in Article 7.

² The applicable rules may have been assessed under the grants pillar or under the sub-delegation pillar.

[The Organisation is free to use any Regulations and Rules which have not been subject to an ex-ante pillar assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement.]

1.4 The Action is financed under <instrument under the EU Budget>.

1.5 The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every final report.

Article 2 – Entry into Force and Implementation Period

Entry into Force

2.1 The Agreement shall enter into force on the date when the last Party signs.

Implementation Period

2.2 The implementation period of the Agreement (the “Implementation Period”) shall commence on <select one in agreement with the Organisation>[the day after the last Party signs] [<specify the date>].

2.3 The Implementation Period of the Agreement is <indicate the number of months> months.

2.4 All Specific Contribution Agreements under the framework partnership must be signed before the end of the framework partnership agreement.

Article 3 – Financing the Action

3.1 The Action may be financed through the conclusion of annual specific contribution agreements, with an indicative ceiling of.... for the period of the present Agreement.

Subject to the availability of the annual appropriations, Specific annual Contribution Agreements may be signed in order to finance the annual action plans.

3.2 The remuneration of the Organisation by the Contracting Authority for the implementation of the activities to be implemented under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

3.3 Interest on pre-financing

Interest generated on pre-financing shall not be due.

Article 4 – Payment Arrangements and Reporting

4.1 The pre-financing rate is <>% to be applied to the estimated cost of the Action agreed in the annual contribution agreement. There will be only one pre-financing for each annual specific agreement.

4.2 The payment of the balance shall be made in accordance with Article 19.1c) of Annex II, at the end of each annual Implementation period

Article 5 – Communication language and contacts

5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.

5.2 Subject to Article 4.3, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority's contract number and the title of the Action, and shall be dispatched to the addresses below.

5.3 Subject to Article 4.3, any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

European Commission
Directorate-General for <EMPL official name>
CAD – J27
B-1049 Brussels, Belgium

For the Organisation

<Address of the Organisation for correspondence>

5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.

5.5 The contact point within the Organisation, which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be: <complete OLAF contact point within the Organisation>.

5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is: <Insert here the contact of the designated person or the contact of the liaison point if there is one>.

Article 6 – Annexes

6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex I: Description of the Action (including the Logical Framework of the Action)

Annex II: General Conditions for Contribution Agreements

Annex III: Indicative Budget for the Action

Annex IV: Financial Identification Form

Annex V: Standard Request for Payment

Annex VI: Communication and Visibility Plan

Annex VII: [Management Declaration template] / [Management Declaration template: not applicable] This annex is not needed when there is an arrangement to provide annually the Management Declaration

Annex VIII: [Model technical report] / [Model technical report: not applicable] This annex should be uploaded for actions financed under EaSI

6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other Annexes, the provisions of Annex II shall take precedence. In the event of conflict between the provisions of Annex II and those of the specific contribution agreements, the provisions of Annex II shall take precedence.

Optional if a derogation or supplement to some of the articles of the Annexes is needed:

Article 7 – Additional specific conditions applying to the Action

7.1 The following shall supplement Annex II:

For costs of a project office³:

7.1.x Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

- a) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;
- b) They fall within one of the following categories:
 - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
 - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
 - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
 - v) costs of consumables and supplies specifically purchased for the operations of the project office;
 - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
 - vii) costs of energy and water specifically supplied for the operations of the project office;
 - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) Where costs of the project office are declared as actual costs, the Organisation declares as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.
- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

[7.1.x <VAT/ taxes, duties and charges > are not eligible [for the [following] activities as described in Annex I].

If needed, when the respect for EU restrictive measures is not subject to assessment or defined in the financial framework partnership agreement or by any other specific arrangement, insert:

7.1.x Article 23.3 of Annex II shall be supplemented as follows: “Economic resources provided by the Contracting Authority under this Action shall not be made available to, or for the benefit of, third parties – whether entities, individuals or groups of individuals – designated by the EU as subject to restrictive measures in the lists provided at www.sanctionsmap.eu (“EU Restrictive Measures”).

The Organisation shall cooperate with the Contracting Authority in assessing if the third parties – whether entities, individuals or groups of individuals – identified by the Organisation as recipients of funds in connection with the implementation of the respective contribution agreement fall under the scope of EU restrictive measures. In the event that such recipients would fall under the scope of EU restrictive measures, the Organisation shall promptly inform the Contracting Authority.

In such event, the Organisation and the Contracting Authority shall consult each other with a view to jointly determining remedial measures in accordance with their respective applicable legal framework. Such measures may include, but shall not be limited to, the reallocation of the remaining

³ To be inserted where the specific action requires it. Depending on the usual costing practices of the Organisation, only part of the list of cost categories may be included.

EU Contribution under this Agreement, net of any costs incurred by the Organisation for undertaking any procurement or award procedure.

Where such remedial measures are not feasible, the corresponding amount shall not be charged to the Action or, in the case of Multi-donor Action, to the EU Contribution. This is without prejudice to the suspension or termination of the respective contribution agreement, together with the recovery of any unspent funds contributed by the Contracting Authority to the Organisation.”

If needed insert additional supplementary conditions:

7.1.x

7.2 The following derogations from Annex II shall apply:

If needed in case the Implementation Period starts later than the entry into force of the Agreement:

7.2.x By derogation from Article 19.1 of Annex II, the first pre-financing instalment shall be paid by <insert date>

If needed, insert additional derogation conditions:

7.2.x By derogation from Article <insert derogation>

Select one:

Done in <Brussels>/<Luxembourg> in two originals in the English language, two for the Contracting Authority and one for the Organisation.

For the Organisation

Name <...>
Position <...>
Signature
Date

For the Contracting Authority

Name <...>
Position <...>
Signature
Date