

EUROPEAN UNION CONTRIBUTION AGREEMENT¹

<Contracting Authority's contract number>
(the "Agreement")

Select one:

[The European Union, represented by the European Commission] or <full name and address of the Contracting Authority> (the "Contracting Authority"), 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>,

hereinafter the "Organisation"

[and]

<Full official name as mentioned in the LEF of Partner>

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

<Organisation official registration number, if any>

<Full legal address>

<VAT number, for VAT registered organisations>,

Repeat as many times as Partners

, 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 provide a financial contribution to finance the implementation of the action <fill in the title of the programme or project> as 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 **Select one option:**

[The Action is fully financed by the EU Contribution.]

or

[The Action is a Multi-Donor Action and the EU Contribution [is] / [is not] earmarked.]

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

- a) apply its own accounting, internal control and audit systems ²[which have been positively assessed in the ex-ante pillar assessment. In the event that the ex-ante pillar assessment has

¹ To be used in the context of standard Contribution Agreements including within a blending facility/platform when the Action does not involve a risk-sharing mechanism.

² As EU-decentralised agencies can use their own rules and procedures without having passed a pillar-assessment, all references to the pillar-assessment in Article 1.3 have to be deleted if the Agreement is signed with such agency.

raised some reservations, the Organisation shall comply with the ad hoc measures stated in Article 7.]³

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 assessment⁴]] / [agreed rules for the award of Grants].

[c] **< if supplementary pillars have been positively assessed insert here rules and procedures which have been assessed in addition to a) and b) above and indicate which provisions of Annex II will not apply as a consequence; this concerns, for example, the provisions on publication, exclusion and data protection >**

In case of Multi-Partner Contribution Agreements with pillar-assessed Partners, include (repeat as many times as pillar assessed Partners):

[In the performance of the activities, **< name of pillar-assessed Partner >** shall:

apply its own accounting, internal control and audit systems [which have been positively assessed in the ex-ante pillar assessment. In case the ex-ante pillar assessment raised some reservations **< name of pillar-assessed Partner >** shall comply with the ad hoc measures stated in Article 7].⁵

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 assessment⁶]] / [agreed rules for the award of Grants].]

[c] **< if supplementary pillars have been positively assessed insert here rules and procedures which have been assessed in addition to a) and b) above and indicate which provisions of Annex II will not apply as a consequence; this concerns, for example, the provisions on publication, exclusion and data protection >**

Insert if requested by the Organisation:

[The Organisation [and the Partner(s)] [is]/[are] 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 or EDF>**.

1.5 **Select one:**

For International Organisations/Member State Organisations which have established an arrangement to provide annually the management declaration:

[The Organisation shall provide annually a management declaration to the European Commission headquarters.]

For International Organisations /Member State Organisations in all other cases:

[The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.]

³ Conclusions of the ex-ante pillar assessment should be considered and required measures, if any, should be included in Article 7.

⁴ The applicable rules may have been assessed under the grants pillar or under the sub-delegation pillar.

⁵ Conclusions of the ex-ante pillar assessment should be considered and required measures, if any, should be included in Article 7.

⁶ The applicable rules may have been assessed under the grants pillar or under the sub-delegation pillar.

For other organisations which have established an arrangement to provide annually a management declaration and an audit opinion:

[The Organisation shall send annually a management declaration and an audit or control opinion to the European Commission headquarters.]

For other organisations/ in all other cases:

[The Organisation shall provide a management declaration in accordance with Article 3.10 with every progress and final report and an audit or control opinion in accordance with Articles 3.11 and 3.12 of Annex II one month following the management declaration.]

<specify if different arrangements regarding the submission of the management declaration/audit opinion apply to pillar-assessed Partners>

[1.6 This Agreement is subject to the provisions of <reference to any relevant financial framework partnership agreement between the European Commission and the Organisation and, if relevant, the Partner(s)>.]

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.]

- <a later date>

- [the first day of the month following the date on which the Contracting Authority pays the first pre-financing.]

- <a date preceding the signature of the Agreement, but not preceding the Organisation's request for a contribution.⁷>

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

Article 3 - Financing the Action

In case the entire Action is financed by way of performance-based financing in accordance with Article 21 of Annex II insert the following Article 3.1:

[3.1 The Contracting Authority undertakes to provide a contribution up to a maximum of EUR <insert amount>, if the Currency of the Agreement is not EUR insert which is estimated at <insert Currency of the Agreement> <insert the amount corresponding to the amount of the EU Contribution in the Currency of the Agreement at the InforEuro rate of the month of signature of this Agreement>.(the "EU Contribution")

The final amount will be established in accordance with the relevant arrangements set out in Annex I.]

In all other cases insert the following Articles 3.1 to 3.3/3.4:

[3.1 The total cost of the Action⁸ is estimated at [EUR] or <insert accounting currency of the Organisation> ("Currency of the Agreement") <insert amount>, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR <insert

⁷ This option can be used if so stated in the Financing Decision or in other justified cases.

⁸ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU Contribution.

amount>, if the Currency of the Agreement is not EUR insert which is estimated at <insert Currency of the Agreement> <insert the amount corresponding to the amount of the EU Contribution in the Currency of the Agreement at the InforEuro rate of the month of signature of this Agreement>(the “EU Contribution”).

The final amount will be established in accordance with Articles 18 to 20 of Annex II insert in case of partially performance-based financing [and the relevant arrangements for performance-based financing set out in Annex I].

Remuneration

3.2

Select one out of the two options:

For Contribution Agreements outside blending facilities/platforms:

[The remuneration of the Organisation by the Contracting Authority for the implementation of the activities to be implemented under this Agreement shall be <enter percentage not exceeding 7%> of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.]

For Contribution Agreements within blending facilities/platforms include⁹:

[By way of derogation from Article 18.3 of Annex II, the Organisation, in its capacity as lead finance institution, shall be entitled to a remuneration¹⁰ of an amount of EUR <xxx> if the Currency of the Agreement is not EUR insert which is estimated at <insert Currency of the Agreement> <insert the amount corresponding to the amount of the remuneration in the Currency of the Agreement at the InforEuro rate of the month of signature of this Agreement> for the management and administration of the EU Contribution. This remuneration does not need to be supported by accounting documents. The final amount of the remuneration will be established by the Contracting Authority in accordance with Articles 18 to 20 of Annex II, except in case of termination pursuant to Article 13.3 of Annex II. In that case, the Parties shall agree on the final remuneration which shall not exceed 30% of the remuneration laid down in

⁹ This remuneration may also apply to blending operations outside blending facilities/platforms and other actions covered by the (old or) new fee methodology.

¹⁰ Please select the relevant option:

A) For investment grants or interest rate subsidies choose one of the following options depending on the estimated amount of eligible direct costs covered by the EU Contribution for the investment grant or interest rate subsidies:

Estimated eligible direct costs covered by the EU Contribution	Remuneration
≤ EUR 5 714 285.71	7%
> EUR 5 714 285.71 and ≤ EUR 20 000 000	EUR 400 000
> EUR 20 000 000 and ≤ EUR 50 000 000	2%
> EUR 50 000 000	the aggregate of i) EUR 1 000 000 (which covers the estimated amount up to EUR 50 000 000) and ii) 1% on the portion of the estimated amount > EUR 50 000 000.

B) For technical assistance choose one of the following options depending on the estimated amount of eligible direct costs covered by the EU Contribution for the technical assistance:

Estimated eligible direct costs covered by the EU Contribution	Remuneration
≤ EUR 4 285 714.29	7%
> EUR 4 285 714.29 ≤ EUR 7 500 000	EUR 300 000
> EUR 7 500 000 and ≤ EUR 20 000 000	4%
> EUR 20 000 000	the aggregate of i) EUR 800 000 (which covers the estimated amount up to EUR 20 000 000) and ii) 3% on the portion of the estimated amount > EUR 20 000 000.

In the case of hybrid projects, remuneration for the investment grant/interest rate subsidies and technical assistance shall be calculated individually on the above basis and aggregated except for the floors. A floor will be applied only once the remuneration for each component has been calculated and only in case the sum of the remuneration for all components does not reach the higher of the floors of the components considered (the remuneration will be EUR 400 000, or 7%, whichever is smaller).

this Article upon submission by the Organisation of adequate justification of the actual cost borne by the Organisation.]

Interest on pre-financing

3.3 Select one out of the two options:

When the rules of the Organisation do not provide for the reimbursement of interest on pre-financing:

[Interest generated on pre-financing shall not be due.]

When the rules of the Organisation provide for the reimbursement of interest on pre-financing in order to ensure equal treatment of donors:

[Interest on pre-financing shall be treated as follows:]

< describe how interest on pre-financing shall be treated >

If a contingency reserve is foreseen, insert:

[3.4 A reserve for contingencies and/or possible fluctuations in exchange rates - not exceeding 5 % of the direct eligible costs - may be included in Annex III to allow for adjustments necessary in the event of unforeseeable changes of circumstances on the ground. The reserve can be used only with the prior written authorisation of the Contracting Authority, upon a duly justified request from the Organisation.]

Article 4 - Payment Arrangements and Reporting

4.1 The pre-financing rate is <... >%.¹¹

4.2 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First option

First pre-financing instalment:¹² <Currency of the Agreement> <amount>

Further pre-financing instalment(s): <Currency of the Agreement > <amount > following the end of the <1st, 2nd, etc. reporting period, from date to date >¹³ corresponding to the Contracting Authority's part of the forecast budget for the subsequent <x> months.

[Forecast balance of the final amount of the EU Contribution, if any (subject to the provisions of Annex II):<Currency of the Agreement> <amount>.]

Second option¹⁴

[First pre-financing instalment¹⁵<Currency of the Agreement> <amount>

¹¹ The Parties have to agree on a pre-financing rate (X%). The determination of the amount of the pre-financing instalments corresponds to X% of the part of the forecast budget for the following reporting period of the Action which is being financed by the EU (excluding not authorised contingencies). Subject to the provisions of Article 19 of Annex II, each further instalment of pre-financing will thus consist of the remaining part of the budget financed by the EU for the previous period (where pre-financing rate is less than 100%) and the new pre-financing for the forecast budget for the subsequent 12 months, the latter at the pre-financing rate stated in Article 4.1. In the case of blending facilities/platforms, it is always 100%.

¹² For Contribution Agreements within blending facilities/platforms [The first pre-financing instalment includes 100% of the remuneration mentioned under Article 3.2]

¹³ By default, the reporting period is every 12 months as from the commencement of the Implementation Period.

¹⁴ This option can be used if there is a high level of certainty as regards the amounts of the further pre-financing instalments.

Second pre-financing instalment.....<Currency of the Agreement> <amount>

Third pre-financing instalment.....<Currency of the Agreement> <amount>

<add as many instalments as years>

Forecast balance¹⁶.....<Currency of the Agreement> <amount>]

These amounts are indicative and subject to modification in accordance with the provisions of Article 19 of Annex II.]

Where the Currency of the Agreement is not EUR insert:

[The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.]

¹⁵ For Contribution Agreements within blending facilities/platforms [The first pre-financing instalment includes 100% of the remuneration mentioned under Article 3.2.]

¹⁶ The forecast balance (final payment), if any, is the difference between the total amount of the EU Contribution and the sum of the previous instalments.

Where the European Commission is the Contracting Authority, insert:

[4.3 The Commission intends to progressively introduce an electronic exchange system for the e-management of contracts and agreements (the “System”). The Organisation will be required to register in and use the System to allow for the e-management of Contribution Agreements. The Commission will inform the Organisation in writing at least three months prior to the date of application of the individual components of the System.

As a first step, the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports This part is now operational, i.e. the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports under this Agreement.

As a second step, all documents related to this Agreement (including reports, payment requests and formal amendments as per Article 11.1 of Annex II) will have to be processed via the System.

Insert, if needed in accordance with Article 3.4 of Annex II:

4.x <Specify the applicable reporting requirements and length of reporting period, etc.>

In case of performance-based financing, insert

4.x <additional or differing reporting and payment arrangements for performance-based financing>

Delete Article 4.1 and 4.2 above if the entire Action is financed by way of performance-based financing in accordance with Article 21 of Annex II.

In case of a Multi-Donor Action where the EU Contribution is earmarked, insert:

[4.x The information required as per Articles 3.7 f), 3.8 b) and c) of Annex II has to be included only for the part of the Action financed by the EU Contribution.]

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 <specify the language¹⁷>. [If requested by the Contracting Authority, and in cases where the language of the Agreement is not English or French, communications shall be accompanied by a translation or a summary in English or French.]

5.2 Where the European Commission is the Contracting Authority, insert [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 Where the European Commission is the Contracting Authority, insert [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

Option 1: where the Contracting Authority is the European Commission:

[European Commission

¹⁷ EN, FR, ES or PT.

<Directorate-General for *insert responsible DG*>
For the attention of <address of the finance unit/section>

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission
< Directorate-General for *insert responsible DG*>
For the attention of <address of the management unit/section>]

Option 2: where the Contracting Authority is not the European Commission:

<address of the Contracting Authority's management department>

[A copy of the reports referred to in Article 3 of Annex II and the reports, publications, press releases and updates relevant to the Action referred to in Article 8.6 of Annex II shall be sent to <insert address>]

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)¹⁸
 - Annex II: General Conditions for Contribution Agreements
[Annex II.a: Provisions applicable only to Multi-Partner Contribution Agreements]
[Annex II.b: Provisions applicable only to a Contribution Agreement resulting from a call for proposals for EU External Action¹⁹]
 - Annex III: Budget for the Action²⁰
 - Annex IV: Financial Identification Form²¹
 - Annex V: Standard Request for Payment

¹⁸ Indicative Results Indicators measuring Outputs and Outcomes as determined by the nature of the Action, have to be included in Annex I attached to the Agreement. For blending facilities/platforms, the Logical Framework is optional.

¹⁹ Also applicable in case of a direct award by a Contracting Authority other than the European Commission.

²⁰ As there is no standard template for the Budget (except where the Organisation responds to a call for proposals), there is room for discussion on what constitutes a budget heading. In order to avoid disputes at a later point, this should be clarified between the Contracting Authority and the Organisation when an agreement is being signed, as a footnote or explanatory note in Annex III.

²¹ Where payment is to be made to a bank account which is already known to the Contracting Authority, the Organisation may provide a copy of the relevant financial identification form: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
If required, the Organisation shall provide a copy of the Legal Entity File: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Annex VI: Communication and Visibility Plan²²

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

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 where applicable [including Annex [II.a)] [and] [II.b)]] and those of the other Annexes, the provisions of Annex II and where applicable [including Annex [II.a)] [and] [II.b)]] 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 Action²³

7.1 The following shall supplement Annex II:

For costs of a project office²⁴:

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.

²² The Communication and Visibility Plan describes the measures to acknowledge that the Action receives EU funding in accordance with the latest applicable guidelines, if any, issued by the relevant service of the European Commission.

²³ With the view of ensuring consistency, any supplementary or derogation provisions not mentioned in this template shall be treated in the following manner: For EU Internal Policies, DG BUDG D2 shall be informed by the relevant service, for EU External Actions, DG DEVCO R3 or DG NEAR R2, as applicable, and for CFSP, FPI 1 shall be consulted.

²⁴ 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.

For Contribution Agreements within blending facilities/platforms insert if needed the leverage effect:

7.1.x This Agreement targets an indicative leverage effect of <insert the figure amount1/amount2>
For this purpose, the Organisation shall report within the progress and final reports referred to in Article 3 of Annex II (i) on the target leverage effect, (ii) the achieved leverage effect and (iii) the added value of the EU Contribution.

If VAT, taxes, duties and charges are not eligible, i.e. the basic act/financing agreement excludes their eligibility

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

For cases of Multi-Partner Contribution Agreements where the Organisation is a UN Body acting as Administrative Agent, insert the following provision:

[7.1.x For the purpose of this Agreement, the Organisation acts as UN Administrative Agent, under the following conditions:

- a) The Organisation shall serve as the administrative interface between the Contracting Authority, other donors and the Participating UN Organisations. The monitoring task established in Article 2.b of Annex II.a shall be implemented in accordance with the mandate of the UN Administrative Agent.
- b) In addition to the tasks described in Article 2 of Annex II.a, the Organisation shall act as Administrative Agent for the UN Organisations and will therefore:
 - i) receive financial contributions from all donors that wish to provide financial support to the Action;
 - ii) administer the funds received, in accordance with its applicable Regulations and Rules, including the provisions relating to winding up the Action and related matters;
 - iii) subject to availability of funds, disburse such funds to each of the Participating UN Organisations in accordance with instructions from the Steering Committee, taking into account the budget set out in the approved programmatic document/Joint Programme Document²⁵, as amended in writing by the Steering Committee;
 - iv) consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organisation, as set forth in the TOR/Joint Programme Document, and provide these to each donor that has contributed to the Fund/Programme Account and to the Steering Committee;
 - v) provide final reporting, including notification that the Action has been operationally completed;
 - vi) disburse funds to a Participating UN Organisation for any additional costs of the tasks that the Steering Committee may decide to allocate in accordance with the TOR/Joint Programme Document.
- c) A coordination mechanism (referred to as the "Steering Committee")²⁶ to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Fund or Programme shall be established. The detailed description of key roles, responsibilities and functions of the Steering Committee is provided in Annex I ("Description of the Action").

²⁵ For the purposes of this Agreement, an approved programmatic document shall refer to an annual work plan or programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes.

²⁶ The Steering Committee (SC) is co-chaired by the Government and the UN Resident Coordinator (RC) or the Deputy Special Representative of the Secretary General (DSRSG). Members include the UN and government representatives and may also include donors. The decision on the inclusion of donors is taken at the country level. Steering Committee composition ensures the principles of national ownership, inclusiveness and balanced representation, as well as the need to have a manageable size for decision-making effectiveness.

- d) Without prejudice to points 2.b) to 2.k) of Article 2 of Annex II.a), the Organisation shall be solely responsible for the performance of tasks assigned to it in Annex I and in the specific agreement between itself and the Partners.
- e) By derogation from Article 3 of Annex II, the Organisation shall provide the Contracting Authority with the following reports, in the same language as the Agreement, based on the reports provided by each UN Participating Organisation and prepared in accordance with the accounting and reporting procedures applicable to it:
 - i) annual consolidated narrative progress reports to be provided no later than five months (31 May) after the end of the calendar year;
 - ii) annual consolidated financial reports, as of 31 December with respect to the funds disbursed from the Fund/Programme Account, to be provided no later than five months (31 May) after the end of the calendar year;
 - iii) final consolidated narrative report to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first;
 - iv) in case of Multi-Donor Actions which continue after the end of the implementation period of this Agreement, a final consolidated financial report, based on uncertified final financial statements and final financial reports, to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first.

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 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 for Contribution Agreements within blending facilities insert:

7.2.x By derogation from Article 11.3 of Annex II, any transfers between the Action components that take the form of inter alia investment grant, technical assistance or interest rate subsidies, must be done in accordance with Article 11.1.

If needed, insert additional derogation conditions:

7.2.x By derogation from Article <insert derogation>

Select one:

In case there are no Partners:

Done in <specify the place(s)> in three originals in the English language, two for the Contracting Authority and one for the Organisation.

In case the the Organisation implements the Action together with Partners and does not sign on behalf of the Partners:

Done in <specify the place(s)> in <specify> originals in the English language, two for the Contracting Authority, one for the Organisation and one for each Partner.

In case the Organisation implements the Action together with Partners and signs on behalf of the Partners (no signature from Partners are added):

Done in <specify the place(s)> in three originals in the English language, two for the Contracting Authority and one for the Organisation. The Organisation also signs this Agreement on behalf of all Partners.

For the Organisation

For the Contracting Authority

Name

Name

Position

Position

Signature

Signature

Date

Date

[For [name of Partner] <insert as many as Partners>

Name

Position

Signature

Date]