

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 The Organisation declares that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been [subject to the Ex-ante Pillar-Assessment] / [assessed by the European Commission for the purpose of granting an exemption to the obligation to undergo the Ex-ante Pillar Assessment].

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.

As provided for in Article 2.2 of Annex II, in case Grants and/or Procurement Contracts will be awarded by the Organisation during the implementation of the Action, insert the following and select options accordingly:

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

- [Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment **If applicable, insert:** [, complemented with the ad-hoc measures laid down in Article 7]][, and]
- [Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment **If applicable, insert:** [, complemented with the ad-hoc measures laid down in Article 7]].]

[1.3bis **In case of Multi-Partner Contribution Agreements include:**

This Agreement is a Multi-Partner Contribution Agreement.

<names of pillar-assessed entity or entity that has been exempted from an Ex ante Pillar Assessment> [is a/are] pillar-assessed Partner[s] for the purposes of this Agreement][²].

As provided for in Article 2.2 of Annex II, in case Grants and/or Procurement Contracts will be awarded by the concerned partner during the implementation of the Action, insert the following and select options accordingly (repeat as many times as pillar-assessed Partners):

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

- [Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment **If applicable, insert:** [, complemented with the ad-hoc measures laid down in Article 7]][, and]
- [Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment **If applicable, insert:** [, complemented with the ad-hoc measures laid down in Article 7]].]

The pillar-assessed Partner[s] declare[s] that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been [subject to the Ex-ante Pillar-Assessment] [and/or] [assessed by the European Commission for the purpose of granting an exemption to the obligation to undergo the Ex-ante Pillar Assessment].

1.4 The Action is financed under < indicate the relevant Instrument >.

1.5 **Select one:**

For International Organisations/Member State Organisations which have established an arrangement to provide annually a global management declaration covering more than one Contribution Agreement/Contribution Agreement for Financial Instruments:

[The Organisation shall provide annually a global 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.]

² **In case of partners that have been exempted from a pillar assessment** For the avoidance of doubt, reference to ‘pillar-assessed Partners’ includes Partners that have been exempted (totally or partially) from an Ex-Ante Pillar Assessment by the European Commission.

For other organisations which have established an arrangement to provide annually a global management declaration and a global audit opinion covering more than one Contribution Agreement/Contribution Agreement for Financial Instruments:

[The Organisation shall send annually a global management declaration and a global 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.]

In case of Multi-Partner Contribution Agreements with pillar-assessed Partners, specify the applicable arrangements regarding the submission of the management declaration/audit opinion from the options above and in accordance with Article 3 b) of Annex IIa, for each of them (repeat as many times as pillar-assessed Partners):

Select one:

For International Organisations/Member State Organisations which have established an arrangement to provide annually a global management declaration covering more than one Contribution Agreement/Contribution Agreement for Financial Instruments:

[< name of pillar-assessed Partner > shall provide annually a global management declaration to the European Commission headquarters.]

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

[< name of pillar-assessed Partner > shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.]

For other organisations which have established an arrangement to provide annually a global management declaration and a global audit opinion covering more than one Contribution Agreement/Contribution Agreement for Financial Instruments:

[< name of pillar-assessed Partner > shall send annually a global management declaration and a global audit or control opinion to the European Commission headquarters.]

For other organisations, in all other cases:

[< name of pillar-assessed Partner > 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.]

[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 pillar-assessed 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.^{3>}

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 19 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 Action⁴ 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 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 16 to 18 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 three options:

For Contribution Agreements outside blending facilities/platforms:

[The remuneration of the Organisation by the Contracting Authority for 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 outside blending facilities/platforms and in case the Organisation and its partners apply differentiated remuneration rates :

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

Repeat as many times as necessary:

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

³ This option can be used if so stated in the Financing Decision or in other justified cases.

⁴ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU Contribution.

For Contribution Agreements within blending facilities/platforms (this remuneration may also apply to blending operations outside blending facilities/platforms and other actions covered by the blending fee methodology):

[By way of derogation from Article 16.4 of Annex II, the Organisation, in its capacity as lead finance institution, shall be entitled to a remuneration⁵ 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> **the amount(s) indicated here are indicative and must be calculated by using the methodology detailed under footnote 5 (as numbered in the present template) and on the basis of the estimated amount of total eligible direct costs to be reimbursed by the Contracting Authority** 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 these Special Conditions and with Articles 16 to 18 of Annex II. However, in case of termination pursuant to Article 12.3 of Annex II, if the total eligible direct costs to be reimbursed by the Contracting Authority do not exceed 30% of the total estimated eligible direct costs to be reimbursed by the Contracting Authority, the Organisation shall be entitled to a minimum remuneration. The amount of this minimum remuneration shall be determined based on the activities carried out by the Organisation until the termination takes effect, up to the limit of 30% of the remuneration laid out in this Article and upon submission of a justified request 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:

⁵ Excluding the cases of early termination described in the last sentence of Article 3.2 of the Special Conditions, the final amount of remuneration shall be calculated as follows:

A) **For investment grants or interest rate subsidies**, depending on the amount of total eligible direct costs to be reimbursed by the Contracting Authority for the investment grant or interest rate subsidies:

Amount of total eligible direct costs to be reimbursed by the Contracting Authority	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 amount up to EUR 50 000 000) and ii) 1% on the portion of the amount which exceeds EUR 50 000 000.

B) **For technical assistance**, depending on the amount of total eligible direct costs to be reimbursed by the Contracting Authority for the technical assistance:

Amount of total eligible direct costs to be reimbursed by the Contracting Authority	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 amount up to EUR 20 000 000) and ii) 3% on the portion of the amount which exceeds EUR 20 000 000.

In the case of hybrid projects, remuneration for the investment grant/interest rate subsidies and technical assistance shall be calculated separately on the basis of the above and then aggregated. The Organisation shall be entitled to a remuneration equal to 80% of the resulting aggregated amount. However, in cases where the remuneration calculated on this basis would be lower than either of the remuneration amounts calculated separately under points A) or B) above, the highest one of these remuneration amounts is applied.

[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 >

Article 4 - Payment Arrangements and Reporting

4.1 The pre-financing rate is <...>%.⁶

4.2 Payments shall be made in accordance with Article 17 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First option

First pre-financing instalment:⁷ <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 >⁸ 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 option⁹

[First pre-financing instalment¹⁰.....<Currency of the Agreement> <amount>

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 balance¹¹.....<Currency of the Agreement> <amount>]

These amounts are indicative and subject to modification in accordance with the provisions of Article 17 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.]

Where the European Commission is the Contracting Authority insert:

⁶ 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 17 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%.

⁷ For Contribution Agreements within blending facilities/platforms [The first pre-financing instalment includes 100% of the remuneration mentioned under Article 3.2]

⁸ By default, the reporting period is every 12 months as from the commencement of the Implementation Period.

⁹ This option can be used if there is a high level of certainty as regards the amounts of the further pre-financing instalments.

¹⁰ For Contribution Agreements within blending facilities/platforms [The first pre-financing instalment includes 100% of the remuneration mentioned under Article 3.2.]

¹¹ 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.

[4.3 The Organisation acknowledges that the European Commission intends to progressively introduce an Electronic Exchange System (the “System”) for the electronic management of this Agreement.]

Where the European Commission is the Contracting Authority and for external action projects, insert:

The Organisation shall submit the information referred to in Article 3.7 b) of Annex II via the System for all reports under this Agreement:

The European Commission shall inform the Organisation at least three months prior to the date on which other documents and processes related to this Agreement (including reports, payment requests, communications and formal amendments as per Article 10.1 of Annex II) are 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 19 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 language¹²>. [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] [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] [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
<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*>

¹² EN, FR, ES or PT.

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 7.5 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)¹³

Annex II: General Conditions for Contribution Agreements

[Annex II.a: Provisions applicable only to Multi-Partner Contribution Agreements]

[Annex II.b: Provisions only applicable to a Contribution Agreement resulting from the award of a grant with or without a call for proposals for EU External Action¹⁴]

Annex III: Budget for the Action¹⁵

Annex IV: Financial Identification Form¹⁶

Annex V: Standard Request for Payment

[Annex VI: Management Declaration template] This annex is not needed when there is an arrangement to provide annually a global Management Declaration (in which case the Organisation shall download the applicable template available at: https://ec.europa.eu/international-partnerships/working-partner-organisations_en).

- 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

¹³ 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.

¹⁴ Also applicable in case of a direct award by a Contracting Authority other than the European Commission.

¹⁵ 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.

¹⁶ 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: https://ec.europa.eu/info/publications/financial-identification_en.

If required, the Organisation shall provide a copy of the Legal Entity File: https://ec.europa.eu/info/publications/legal-entities_en.

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 Action¹⁷

7.1 The following shall supplement Annex II:

For any supervisory measures resulting from the Ex-Ante Pillar Assessment or exemption (repeat as necessary in case of Multi-Partner Contribution Agreements):

7.1.1 Pursuant to Article 2 of Annex II the [Organisation] / [<name of the Partner>] shall apply the following ad hoc measures:

< insert ad hoc measures >.

For costs of a project office¹⁸:

7.1.x Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation and/or the Partner(s) 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 16.1 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 and/or the Partner(s) may declare 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.

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

¹⁷ 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 INTPA R4 or DG NEAR R2, as applicable, and for CFSP, FPI 1 shall be consulted.

¹⁸ 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.

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 Document¹⁹, 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")²⁰ 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").
- 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.

¹⁹ 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.

²⁰ 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.

- 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.

In case the Organisation and/or any of its Partner(s) has not concluded a special arrangement with the Commission (for example, through a financial framework partnership agreement) on the respect of EU restrictive measures, please insert the clauses below. It is underlined that in case of Multi-Partner Contribution Agreements and in accordance with Article 5 of Annex II.a, the insertion of the clauses below remains without prejudice to such special arrangements, concluded with the Organisation and/or its Partner(s), which shall prevail.

[7.1.X The following shall supplement Annex II:

7.1.X.1 Article 1 is supplemented by the following definitions:

EU Restrictive Measures: restrictive measures adopted pursuant to the Treaty on European Union (TEU) or to the Treaty on the Functioning of the European Union (TFEU).

Restricted Person: any entities, individuals or groups of individuals designated by the EU as subject to the EU Restrictive Measures²¹.

7.1.X.2 Article 2 is supplemented as follows:

2.11

- (a) In their contractual relationship the Parties recognise that under EU law no EU funds or economic resources are to be made available directly or indirectly to, or for the benefit of, Restricted Persons.
- (b) The Organisation shall ensure that no transaction subject to a verified hit against the EU sanctions list shall benefit directly or indirectly from EU funding. The Organisation commits to ensure this i) through screening for hits against EU sanctions before any direct contracts it concludes and ii) at subsequent levels through the Organisation's risk based due diligence.

The Organisation will implement this obligation through the following measures:

- (i) The Organisation shall screen for hits against the EU sanctions list, before entering into, and before making payments under, the relevant agreements, each Contractor and Grant Beneficiary with whom the Organisation has or is expected to have a direct contractual relationship, so as to assess whether such recipient is a Restricted Person.

²¹ Consolidated list (the “EU sanctions list”) presently available at <https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>. Note that the EU Official Journal is the official source of EU law and, in case of conflict, its content prevails.

- (ii) The Organisation shall ensure, through screening or through other appropriate means (that may include an ex-post verification) on a risk based approach basis, that no entity that has or is expected to have a direct contractual relationship with a Grant Beneficiary in relation to the implementation of the Action and that would receive EU funding (“Indirect Recipient”), is a Restricted Person.
- (c) In the event that the Organisation assesses that any of the recipients of the EU funding referred to in subparagraphs (b)(i) and (b)(ii) is a Restricted Person, and the Organisation decides that the transaction should proceed notwithstanding a verified hit against EU sanctions, the Organisation shall promptly inform the Contracting Authority. Should the Contracting Authority consider that the use of the EU funding in connection with the Agreement would result in a breach of the EU Restrictive Measures, the Contracting Authority shall notify the Organisation within twenty-five (25) Days of the date of the receipt of the Organisation's notice pursuant to the immediately preceding sentence. If the Contracting Authority does not notify the Organisation pursuant to this subparagraph, the Contracting Authority shall be deemed to have no objection.
- (d) If the Contracting Authority notifies the Organisation pursuant to the immediately preceding subparagraph, the Organisation and the Contracting Authority shall promptly consult each other with a view to jointly determining remedial measures in accordance with their respective applicable legal frameworks. These measures may include, but shall not be limited to: (A) the reallocation of the relevant portion of the EU funding net of any costs incurred by the Organisation for undertaking any procurement or award procedure unless in case of the Organisation's gross negligence or wilful misconduct; (B) recovery by the Contracting Authority from the Organisation of the amount of the EU funding provided directly or indirectly for the benefit of a recipient referred to in subparagraphs (b)(i) and b)(ii) that is a Restricted Person under the Agreement. Where appropriate, a combination of remedial measures may be applied. Where remedial measures cannot be agreed or if the Organisation nonetheless decides to proceed with a transaction, the corresponding amount shall not be charged (including through the application of the notional approach) to (i) the Action where the Action is exclusively financed by the EU, or in case the Action is Multi-Donor and the maximum EU Contribution is expressed as a percentage of total eligible costs of the Action; or (ii) to the EU Contribution in all other cases. This is without prejudice to any rights that the Contracting Authority may have to suspend or terminate this Agreement or to recover any EU funding contributed by the Contracting Authority to the Organisation.
- (e) The determination of remedial measures will be made in accordance with the principle of proportionality. Remedial measures shall apply only to the EU funding made available to, or for the benefit of, a recipient referred to in subparagraphs (b)(i) and (b)(ii) for the period during which it remained a Restricted Person.
- (f) For the avoidance of doubt, the Parties acknowledge that if a recipient of the EU funding becomes a Restricted Person after the date on which such EU funding was made available to, or for the benefit of, such recipient, subparagraphs (c) and (d) shall not apply to the EU funding made available to, or for the benefit of, the Restricted Person before its listing.
- (g) Preceding subparagraphs (a) to (f) are without prejudice to the exceptions contained in the EU Restrictive Measures.
- (h) The Contracting Authority will not intervene in the Organisation's processes for selecting and engaging with recipients in full respect of the Organisation's Regulations and Rules.]

7.1.x Multi-Donor Actions with donors other than the Contracting Authority and the Organisation/Partners, and with an implementation period of the Action that is shorter than the implementation period of the overall action, choose one of the two options:

- where surplus is distributed pro-rata to all donors: [The Organisation shall submit the final report(s) of the overall action referred to in Article 3.3 of Annex II to the Contracting Authority once available. In the event of a final surplus balance of total financing over expenditures at the end of the overall action, the Organisation shall specify in the final report(s) of the overall action the amount of the surplus balance. An amount of this surplus balance proportionate to the EU Contribution to the overall

action shall be refunded to the Contracting Authority. To this end, the Contracting Authority shall issue a recovery order in accordance with Article 14 of Annex II].

- where surplus is used for another agreed purpose: [The Organisation shall submit the final report(s) of the overall action referred to in Article 3.3 of Annex II to the Contracting Authority once available. In the event of a final surplus balance of total financing over expenditures at the end of the overall action, the Organisation shall specify in the final report(s) of the overall action the amount of the surplus balance. The surplus balance shall be treated as follows: <insert the details of the treatment e.g. surplus will be used for similar action and under what conditions>.]

Multi-Donor Actions with donors other than the Contracting Authority and the Organisation/Partners, and the implementation period of the Action is equal to the implementation period of the overall action, choose one of the two options:

- where surplus is distributed pro-rata to all donors: [Article 18.1.b of Annex II shall be supplemented as follows: In the event of a final surplus balance of total financing over expenditures at the end of the Action (including its closure), the Organisation shall specify in the final report the amount of the surplus balance. An amount of this surplus balance proportionate to the EU Contribution to the Action shall be refunded to the Contracting Authority. To this end, the Contracting Authority shall issue a recovery order in accordance with Article 14.”]

- where surplus is used for another agreed purpose: [The following shall supplement this Agreement: In the event of a final surplus balance of total financing over expenditures at the end of the Action (including its closure), the Organisation shall specify in the final report the amount of the surplus balance. The surplus balance shall be treated as follows: <insert the details of the treatment e.g. surplus will be used for similar action and under what conditions>.]

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 17.1 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 10.3 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 10.1.

If needed, insert additional derogation conditions:

7.2.x By derogation from Article <insert derogation>

In case the Contracting Authority is the European Commission²² and the Organisation or a Partner is an International Organisation and any of the Parties signs the Agreement by using qualified electronic signature(s)²³, please add:

²² Please note that when the Contracting Authority is a partner country or a body designated by it, all Parties must conclude the Agreement using a hand-written signature.

²³ Contribution agreements may be concluded through the use of a ‘qualified electronic signature’ (QES), in compliance with Regulation (EU) No 910/2014 and recognized by the latter having equivalent legal effect to a hand-written signature

[The Parties accept the validity of any qualified electronic signature used for the signature of this Agreement and recognise the latter as equivalent to a hand-written signature.]

Select one of the following when the Contracting Authority is a Partner Country or when at least one Party uses a hand-written signature:

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 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.

In case all Parties, including the Contracting Authority (only applicable when the latter is the European Commission), conclude this Agreement through the use of QES:

Done in <specify the place(s)> in the English language.

For the Organisation

Name

Position

Signature

Date

For the Contracting Authority

Name

Position

Signature

Date

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

Name

Position

Signature

Date]

For indirect management with ex-ante controls, when a partner country is the Contracting Authority and the Commission makes payments under the Agreement, insert:

(see note Ares(2020)7573858 for more details), where both the applicable law and the dispute settlement forum are in an EU Member State (e.g. contribution agreements concluded with Member States Organisations).

In case the applicable law and the dispute settlement forum are not in an EU Member State (contribution agreements signed with International Organisations), contribution agreements may be concluded 'electronically' subject to the introduction, in these Special Conditions, of ad-hoc provisions through which the Parties recognize the validity of each other's electronic signatures. In this context, please note that the European Commission may only use and recognize the QES, which is equivalent to a hand-written signature, in accordance with the above-mentioned EU Regulation.

Endorsed for financing by the European Union

Name:

Title:

Signature:

Date: