**FINANCIAL FRAMEWORK PARTNERSHIP AGREEMENT**

**FRAMEWORK AGREEMENT NUMBER – […]**

This Financial Framework Partnership Agreement (‘the Agreement’) is between the following parties: The **European Union** (hereinafter referred to as the ‘Union’), represented by the European Commission (hereinafter referred to as the ‘Commission’),

**on the one part**,

and

1. **[full official name] [ACRONYM]**

[official legal status or form][[1]](#footnote-1)

[official registration No][[2]](#footnote-2)

[official address in full]

[VAT number],

hereinafter referred to as the ‘Partner’, represented for the purposes of signature of this Agreement by [function, forename and surname]

**on the other part**,

(the ‘Parties’)

The parties referred to above have agreed to enter into a framework partnership under the terms and conditions below.

The Agreement is composed of

* Terms and Conditions
* Annex 1 [Action Plan] [Strategic Plan]

**PREAMBLE*[[3]](#footnote-3)***

The Commission is responsible for implementing the Union policy in the field of […]*[[4]](#footnote-4)*

For the purposes of implementing this Union policy, the Commission has selected one or more partners engaged in the area of activity concerned, with which it shares common general objectives and wishes to establish a relationship of lasting cooperation.

The general objectives which it shares with […]*[[5]](#footnote-5)* in the above-mentioned area of activity and which justify the establishment of a framework partnership are the following:

[…]

[…]

[…]

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**ARTICLE 1 — SUBJECT OF THE AGREEMENT**

This Agreement establishes a long-term cooperation between the Commission and the partner with the aim to contribute to the objectives of the Union policy in the field of [..].

**ARTICLE 2 — [ACTION PLAN] [STRATEGIC PLAN] — AWARD OF GRANTS — GRANT CONTRACTS**

**2.1 [Action plan] [Strategic plan]**

The objectives and activities to be implemented under the framework partnership should be focused on results and are set out in the [‘action plan’] [‘strategic plan’] in Annex 1.

**2.2 Award of grants — Grant contracts**

The Commission may award grants for the activities set out in the [action plan] [strategic plan].

For the purposes of implementing the partnership the Commission may award to the Partner [specific grants for an action] [specific operating grants] [specific grants for an action and specific operating grants].

The framework partnership agreement shall apply to any specific grant awarded for implementation of the partnership and to the respective specific grant contracts concluded between the parties.

Signature of this Agreement shall not give rise to any obligation of the Commission to award specific grants. It shall be without prejudice to the Partner's participation in other calls for proposals for the purposes of award of grants outside the scope of the [action plan] [strategic plan] set out in Annex I.

**2.2.1 Procedure for the award of specific grants**

[Option 1- Consultation at the Commission's initiative[[6]](#footnote-6)

The Commission may consult the Partner in order to obtain a proposal for an action in line with the [action plan] [strategic plan] set out in Annex I. Such consultation shall take place on the basis of [a call for proposals open to all the partners for which this type of activity is included in the action plan set out in Annex I.] [a call for proposals open to all applicants meeting the announced criteria.] [an invitation to submit a proposal[[7]](#footnote-7)]. The [call for proposals] [invitation] shall define the [selection and[[8]](#footnote-8)] award criteria to be applied. The Partner shall not be obliged to submit a proposal in response to such a consultation.]

[Option 2 - Exceptional procedure[[9]](#footnote-9)

The Partner may submit a proposal for action to the Commission on the basis of the [action plan] [strategic plan] set out in Annex I. In order to qualify for a grant the proposal shall satisfy [the following award criteria [...]] [the award criteria announced to the Partner by the Commission.]

**2.2.2 Conclusion of specific grants**

Where the Commission decides to award a specific grant, it shall propose to the Partner to sign a specific grant contract in accordance with the applicable PRAG template model.

By signing the specific grant contract, the Partner agrees to carry out the action acting on its own responsibility in accordance with the terms and conditions laid down in this Agreement and the grant contract.

Specific grant contracts shall be signed before the expiry date of the Agreement. Where an action is still carried out after the above-mentioned date or after a premature termination of the Agreement, the terms of the Agreement shall continue to apply to the implementation of the specific grant contract governed by the Agreement.

**ARTICLE 3 — DURATION AND STARTING DATE OF THE FRAMEWORK PARTNERSHIP**

The framework partnership is concluded for a period of [insert number] of months (**[…] years**) as of its entry into force.

All grant contracts under the framework partnership must be signed before the end of the framework partnership.

**ARTICLE 4 — PROPER IMPLEMENTATION OF THE FRAMEWORK PARTNERSHIP**

The Partner must respect the objectives of the framework partnership and implement it as described in Annex 1 and endeavour to achieve those objectives also in the implementation of the grants awarded under the framework partnership. The Partner must abide to all rights and obligations set out in the grant contract.

The Partner must maintain relations of mutual co-operation and regular and transparent exchanges of information with the Commission on:

* the implementation and follow-up of the [action plan] [strategic plan] and the grants; and
* other matters of common interest related to the framework partnership.

**ARTICLE 5 — SUSPENSION**

The Commission may suspend the Agreement if there is the suspicion that the Partner no longer complies with the exclusion criteria as defined in Articles 135 to 141 of the Regulation Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union according to the same procedures as those set out in the grant contracts.

If the Agreement is suspended, all ongoing grant contracts under the framework partnership are also suspended — from the date of suspension of the Agreement.

**ARTICLE 6 — TERMINATION**

**6.1 Termination of the Agreement by the Commission**

The Commission may terminate the Agreement if the Partner is in an exclusion situation as defined in Articles 135 to 141 of the Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and according to the same procedures as those set in the grant contract.

**6.2 Partner termination**

In duly justified cases, the Partner may terminate the Agreement according to the same procedures as those set out in the grant contracts.

**ARTICLE 7 — COMMUNICATION BETWEEN THE PARTIES**

**7.1 Communication details of the Commission**

Any communication addressed to the Commission for the purpose of the framework partnership shall be sent to the following address:

*European Commission   
Directorate‑General [complete]*

*Directorate [complete]*

*Unit [complete]*

*[Post code, town and country]*

*E-mail address: [insert functional mailbox]*

**7.2 Communication details of the Partner**

Any communication from the Commission to the Partner for the purpose of the framework partnership shall be sent to the following address:

*[Full name]*

*[Function]*

*[Name of the entity]*

*[Full official address]*

*E-mail address: [complete]*

**ARTICLE 8 — AMENDMENTS**

Amendments shall not have the purpose or effect of making changes to the Agreement which would call into question the Commission's decision to establish the framework partnership or which would be contrary to the equal treatment of the applicants.

**ARTICLE 9 — ENTRY INTO FORCE**

The Agreement will enter into force on the day of signature by the Commission or the Partner, whichever is the latest.

SIGNATURES

For the Partner For the Commission

[function/forename/surname] [forename/surname]

[electronic signature] [electronic signature]

Done in [English] Done in [English]

on [electronic time stamp] on [electronic time stamp]

**ANNEX 1**

**[ACTION PLAN] [STRATEGIC PLAN]**

1. To be deleted or filled in according to the ‘legal entity’ form. [↑](#footnote-ref-1)
2. To be deleted or filled in according to the ‘legal entity’ form. [↑](#footnote-ref-2)
3. The authorising officers may opt for a preamble in a different format depending on the context of the partnership. The items that must be included are: the Union policy concerned together with the areas of activities covered by the framework partnership and the general objectives shared with the partner in those areas, which justify establishment of the framework partnership. [↑](#footnote-ref-3)
4. Mention the area of activity, the specific programme concerned and the reference to the relevant legal basis. [↑](#footnote-ref-4)
5. Mention the name of the partner signatory of the Agreement. [↑](#footnote-ref-5)
6. For the avoidance of doubt, the award procedure for specific grants may be combined with the award procedures for the Financial Framework Partnership Agreement. [↑](#footnote-ref-6)
7. The invitation to submit a proposal is an option reserved:

   - for monopoly situations or beneficiaries designated in the basic act;

   - for cases where work is carried out in a network with pre-determined beneficiaries under the conditions laid down in the basic acts; or

   - for actions with specific characteristics that require a particular type of body on account of its technical competence, its high degree of specialisation or its administrative power, on condition that the actions concerned do not fall within the scope of a call for proposals. [↑](#footnote-ref-7)
8. Please use this option if earlier in this paragraph you have opted for an open call for proposals (‘a call for proposals open to all applicants meeting the announced criteria’). [↑](#footnote-ref-8)
9. This option is reserved for:

   - humanitarian aid and civil protection operations;

   - emergencies (where appropriate in relation to a predetermined triggering event). [↑](#footnote-ref-9)