


CEDEFOP

 European Centre for the Development
of Vocational Training

FRAMEWORK PARTNERSHIP AGREEMENT

FRAMEWORK AGREEMENT NUMBER [...]

The European Centre for the Development of Vocational Training, (hereinafter referred to as "Cedefop"), represented for the purposes of signature of this framework agreement by Ms Pascaline Descy, Head of Area Research and Policy Analysis

of the one part,

and

[full official name]

[official legal form]

[official registration No]

[official address in full]

[VAT number],

("the partner"), [represented for the purposes of signature of this agreement by [forename, surname and function]]

of the other part,

HAVE AGREED

on the **Preamble**, the **Special Conditions**, the **General Conditions** and the **Annexes** that go to make up the present framework partnership agreement ("the framework agreement")

The **Preamble** sets out the context of the partnership established between the parties in the field of Cedefop's European Network for Vocational Education and Training in VET (ReferNet).

The **Special Conditions** and the **General Conditions** indicate the subject and duration of the framework agreement and the operational arrangements for the partnership.

The following documents are annexed to the framework agreement:

Annex I Actions planned under the partnership

Annex II Model specific grant agreement

The terms of the Special Conditions, of which the Preamble forms an integral part, shall take precedence over those in the other parts of the framework agreement. The terms of the General Conditions shall take precedence over those in the Annexes.

Through his signature, the partner accepts the terms of the framework agreement and their application to any specific grant agreements subsequently concluded between the parties.

In the articles of the framework agreement, the generic term "action" shall refer both to a one-off action by the partner for which a grant for an action may be awarded and to a work programme carried out by the partner for which an operating grant may be awarded, except where an explicit distinction is made.

PREAMBLE

Founded in 1975 and based in Greece since 1995, the European Centre for the Development of Vocational Training (Cedefop) is an agency of the European Union (EU). Acknowledged as an authoritative source of information and expertise on VET, skills and competences, its mission is to support European vocational education and training (VET) policy development and contribute to its implementation.

For 2012-14, Cedefop's strategic objective is to 'contribute to the design and implementation of policies for an attractive VET, facilitating excellence and social inclusion, and to strengthen European cooperation in developing, implementing and analysing European VET policy'. This strategic objective is supported by three priorities, namely:

- (a) supporting the modernisation of VET systems;
- (b) careers and transitions – continuing VET, adult and work-based learning; and
- (c) analysing skills and competence needs to inform VET provision.

These priorities are aligned to Europe's strategy for 2020 and its policy framework.

Cedefop supports the European Commission, EU Member States (and associated countries Iceland and Norway) and social partners in developing and implementing European VET policy by:

- (a) monitoring developments at European, national, sectoral or regional level and reporting on VET policies, reforms and systems;
- (b) carrying out applied research, comparative and statistical analyses, as well as producing scenarios and forecasting future trends;
- (c) offering a unique platform to policy-makers, social partners, researchers and practitioners for exchanging experiences and promoting mutual learning; and
- (d) disseminating objective, reliable, timely and relevant information to policy-makers and raising awareness on VET and lifelong learning (LLL) issues.

Cedefop carries out its role through the tasks set out in its founding regulation. It disseminates information through its website, publications, networks, study visits, conferences and seminars.

ReferNet: Cedefop's European network for VET

Refernet is Cedefop's European network for VET. It was set up in 2002 to meet the growing demand for comparative information about VET systems, developments and policies. Its mission is to support Cedefop by reporting on national VET systems and policy developments and raising the visibility of VET and Cedefop's products. It comprises 29 members, known as ReferNet national partners, from the EU Member States, Iceland and Norway. ReferNet national partners are key organisations involved in VET in the country they represent.

Currently ReferNet supports Cedefop in monitoring, assessing and reporting on countries' progress, in implementing joint priorities for VET agreed under the 'Copenhagen process', which aims to strengthen European cooperation in VET and VET's contribution to reaching the goals of Europe's strategy for 2020.

ReferNet supports Cedefop by:

- (e) reporting on national VET systems and policy developments; and
- (f) raising the visibility of VET and online dissemination.

ReferNet is a platform to exchange information, best practice, ideas and promote understanding of the different VET challenges in the partner countries. Working together provides a stronger evidence base and a stronger voice for VET issues in Europe. Closer cooperation across the EU will also raise the visibility of VET and the work of ReferNet national partners. All ReferNet national partners will benefit from systematic and privileged access to information, publications and data.

I - SPECIAL CONDITIONS

ARTICLE I.1 - PURPOSE

- I.1.1 The framework agreement is concluded as part of an ongoing, formalised relationship of co-operation between Cedefop and the partner ("the partnership") on the basis of EU objectives and an action plan set out in Annex I, in order to contribute to the objectives of Cedefop policy referred to in the Preamble.
- I.1.2 The purpose of the framework agreement is to define the respective roles and responsibilities of Cedefop and the partner in implementing their partnership. The specific grant agreements that may be signed under the framework agreement shall relate to grants for an action.
- I.1.3 In the context of the action plan and under the conditions laid down in Annex I, the partner shall each year submit a work plan which shall be jointly agreed by the parties and shall serve as a basis for the award of any grants during the year in question. The annual work plan shall be submitted before the start of the partner's corresponding financial year.

ARTICLE I.2 – AWARD OF GRANTS

- I.2.1 Cedefop may consult its partner in order to obtain a proposal for action in line with the action plan set out in Annex I. Such consultation shall take place on the basis of an invitation to submit proposals. Cedefop shall to that end stipulate the technical and financial criteria that the actions must satisfy, if they are to qualify for an EU grant. The partner shall be free to submit a proposal for action to Cedefop in response to the consultation carried out.
- I.2.2 Where Cedefop decides to accept a proposal for action, it shall send the partner a specific grant agreement ("specific agreement") in accordance with the model in Annex II. The specific agreement is governed by the terms of the framework agreement and must be signed by the authorized representatives of the parties under the same conditions as the framework agreement.
- I.2.3 By signing the specific agreement, the partner undertakes to carry out the action under his own responsibility on the terms laid down in the specific agreement and the annexes thereto and in compliance with the undertakings entered into under the framework agreement.
- I.2.4 Signature of the framework agreement by the parties shall not give rise to any obligation on Cedefop to award a grant. It shall be without prejudice to the partner's participation in other calls for proposals with a view to the award of grants outside the action plan set out in Annex I.

ARTICLE I.3 - DURATION

- I.3.1 The framework agreement shall enter into force on the date when the last of the two parties signs.
- I.3.2 It shall be concluded for a period of three (3) years starting from the date of its entry into force.
- I.3.3 Specific agreements must be signed before the date when the framework agreement expires. Where the actions are carried out after the abovementioned date, the terms of the framework agreement shall continue to apply to the implementation of the corresponding specific agreements.

ARTICLE I.4 - FINANCING THE ACTIONS

- I.4.1. Co-financing amounting to not less than 30 % of the estimated total eligible cost of the action shall be required for each action for which a Cedefop grant is awarded.
The partner must provide proof of the amount of co-financing provided. The co-financing may be provided either from the partner's own resources and/or from other sources of external finance.
- I.4.2 The provisions relating to the submission of the reports and other documents relating to the action and the arrangements for payment of the grant are set out in the specific agreement.

ARTICLE I.5 – BANK ACCOUNT

- I.5.1 Payments shall be made to the partner's bank account or sub-account denominated in euro, as indicated below:
- Name of bank: [...]
Address of branch: [...]
Precise denomination of the account holder: [...]
Full account number (including bank codes): [...]
IBAN account code: [...]
- I.5.2 This account or sub-account must identify the payments made by Cedefop. Moreover, if the funds paid to this account or sub-account yield interest or equivalent benefits under the law of the State on whose territory the account or sub-account is opened, such interest or benefits shall, if they are generated by pre-financing, be deducted from the payment of the balance or recovered by Cedefop as specified in Article II.17.4.

ARTICLE I.6 - GENERAL ADMINISTRATIVE PROVISIONS

- I.6.1 Any communication addressed to Cedefop in connection with the framework agreement or a specific agreement shall be in writing, indicating the number of the agreement concerned, and shall be sent to the following addresses:

Requests for payment and other financial information must be sent to:

European Centre for the Development of Vocational Training (Cedefop)
Finance and Procurement Service
Mr George Paraskevaïdis
P.O. Box 22427
GR – 55 102 Thessaloniki

The technical reports and all other correspondence must be sent to:

European Centre for the Development of Vocational Training (Cedefop)
Finance and Procurement Service
Ms Pascaline Descy
P.O. Box 22427
GR – 55 102 Thessaloniki

- I.6.2 Ordinary mail shall be considered to have been received by Cedefop on the date on which it is formally registered by the Cedefop unit responsible referred to above.
- I.6.3 Any communication addressed to the partner in connection with the framework agreement or a specific agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:

Mr/Ms [...]
 [Function]
 [Official denomination]
 [Full official address]
 E-mail address: [...]

- I.6.4 Any change of address or bank account by the partner shall be communicated in writing to Cedefop.

ARTICLE I.7 - LAW APPLICABLE AND COMPETENT COURT

Grants are governed by the terms of the framework agreement and specific agreements, the EU law applicable and, on a secondary level, by the law of Greece relating to grants.

The partner may bring legal proceedings regarding decisions by Cedefop concerning the application of the provisions of the abovementioned agreements, and the arrangements for implementing them, before the General Court of the European Union and, in the event of appeal, the Court of Justice.

ARTICLE I.8 – DATA PROTECTION

Evaluating your application and your possible subsequent replies to questions in accordance with the specifications of the call for proposals, will involve the recording and processing of personal data (such as your name, address and CV). Unless indicated otherwise, such personal data will be processed by Cedefop's Finance and Procurement Service solely for that purpose and pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of data by the EU institutions and bodies and on the free movement of such data. Details concerning the processing of your personal data are available on the privacy statement at: http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

You have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data.

Your personal data (name, address, legal form, registration number and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in:

- the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (for more information see the Privacy Statement on http://ec.europa.eu/budget/info_contract/legal_entities_en.htm), or
- the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on http://ec.europa.eu/budget/library/sound_fin_mgt/privacy_statement_ced_en.pdf).

ARTICLE I.9 – OTHER SPECIAL CONDITIONS

The following additional special conditions apply to this grant agreement:

[I.9.1 Ownership/Use of the results]

Without prejudice to Article II.2 and II.4 of the General Conditions, partners shall warrant that Cedefop has the rights to:

- *use any pre-existing intellectual property rights which have been included in the results of the work plan,*
- *use, re-use and edit the results of the action, as a whole or parts of them,*

- *translate and re-write the results of the action in a different language or into a different form,*
- *exploit the results of the action in the way it is normally intended for,*
- *modify the results of the action, in particular to cut, dub, insert meta-data, subtitles, legends or other graphic, visual, audio or word elements, for the sake of dissemination and in agreement with the beneficiary,*
- *broadcast the results of the work plan,*
- *sub-license the results of the work plan,*
- *distribute the results of the work plan with or without modifications to them,*
- *prepare derivative works of the results of the work plan,*
- *store the results of the work plan,*
- *include the results of the work plan in the indexes and databases worldwide,*
- *compile or decompile the results of the action.]*

I.9.2 Participation in meetings convened by Cedefop

By derogation to Article II.15.3 – Eligible costs, participation in meetings convened by Cedefop will be reimbursed in accordance with Cedefop's rules for the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside the Centre invited to meetings (DIR/2008/280).

I.9.3. Non-performance of activities

Should the partner not perform all activities foreseen in the annual grant agreement, the grant amount will be reduced proportionally in due consideration of the costs estimations breakdown provided by the partner in the respective annual grant application.

II -GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – UNDERTAKINGS BY THE PARTNER

By signing the framework agreement, the partner undertakes to:

- respect the common general objectives that formed the basis for establishing the partnership, as mentioned in the Preamble;
- fulfil the undertakings entered into under the action plan set out in Annex I, where appropriate together with the annual work plans jointly agreed between the parties;
- make every effort to achieve in practice the abovementioned common general objectives in each action for which a Cedefop grant is awarded;
- maintain relations of mutual co-operation and regular exchanges of information with Cedefop on matters of common interest to do with use of the framework agreement and on the follow-up to implementation of the action plan set out in Annex I;
- adopt a transparent attitude with regard to managing and keeping accounts on the actions for which a Cedefop grant is awarded and co-operate fully with annual or occasional checks on the implementation of the framework agreement and/or the specific agreements.

ARTICLE II.2 – LIABILITY

- II.2.1 The partner shall have sole responsibility for complying with any legal obligations incumbent on him.
- II.2.2 Cedefop shall not, in any circumstances or on any grounds, be held liable in the event of a claim under specific agreements relating to any damage caused during the execution of an action. Consequently, Cedefop will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.2.3 Except in cases of *force majeure*, the partner shall make good any damage sustained by Cedefop as a result of the execution or faulty execution of an action.
- II.2.4 The partner shall assume sole liability towards third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.3 – CONFLICTS OF INTEREST

- II.3.1 The partner undertakes to take all the necessary measures to prevent any risk of conflict of interest which could affect the impartial and objective performance of the framework agreement and/or the specific agreements. Such conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or emotional reasons, or any other common interests.
- II.3.2 Any situation constituting or likely to lead to a conflict of interest during the implementation of the framework agreement and/or the specific agreements must be brought to the attention of Cedefop, in writing, without delay. The partner shall undertake to take whatever steps are necessary to rectify this situation without delay.

- II.3.3 Cedefop reserves the right to check that the measures taken are appropriate and may demand that the partner take additional measures, if necessary, within a certain time.

ARTICLE II.4 - OWNERSHIP/USE OF THE RESULTS

- II.4.1 Unless stipulated otherwise in the specific agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the partner.
- II.4.2 Without prejudice to paragraph 1, the partner grants Cedefop the right to make free use of the results of an action as it deems fit, and, in particular, to display, reproduce by any technical procedure, translate or communicate the results of the action by any medium, including on Cedefop website, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.
- II.4.3 Where industrial and intellectual property rights, including rights of third parties, exist prior to the agreement being entered into ("pre-existing intellectual property rights"), the partner shall establish a list which shall specify all rights of ownership and use in the pre-existing intellectual property rights and disclose it to Cedefop at the latest prior to the commencement of implementation. The partner shall ensure that it has all rights to use any pre-existing intellectual property rights in implementation of the agreement.

ARTICLE II.5 – CONFIDENTIALITY

Cedefop and the partner undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the framework agreement or specific agreements that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the expiry date of the framework agreement.

ARTICLE II.6 - PUBLICITY

- II.6.1 Unless Cedefop requests otherwise, any communication or publication by the partner about an action, including at a conference or seminar, shall indicate that the action has received funding from the EU.

Any communication or publication by the partner, in any form and medium, shall indicate that sole responsibility lies with the author and that Cedefop is not responsible for any use that may be made of the information contained therein.

- II.6.2 The partner authorizes Cedefop to publish the following information in any form and medium, including via the Internet:

- the partner's name and address,
- the subject and purpose of the grants awarded,
- the amounts granted and the proportions of the actions' total cost covered by the funding.

Upon a reasoned and duly substantiated request by the partner, Cedefop may agree to forgo such publicity, if disclosure of the information indicated above would risk compromising the partner's security or prejudicing his commercial interests.

ARTICLE II.7 - EVALUATION

Whenever Cedefop carries out an interim or final evaluation of an action's impact measured against the objectives of the EU programme concerned, the partner undertakes to make available to Cedefop and/or persons authorized by it all such documents or information, including information in electronic

format, as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.20.

ARTICLE II.8 - SUSPENSION

- II.8.1 The partner may suspend implementation of an action if exceptional circumstances make this impossible or excessively difficult, notably in the event of *force majeure*. He shall inform Cedefop without delay, giving all the necessary reasons and details and the foreseeable date of resumption.
- II.8.2 If Cedefop does not terminate the specific agreement under Article II.12.2, the partner shall resume implementation once circumstances allow and shall inform Cedefop accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension.
- II.8.3 In accordance with Article II.14, a supplementary written agreement to the specific agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.9 – FORCE MAJEURE

- II.9.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to *force majeure*), labour disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.
- II.9.2 A party faced with *force majeure* shall inform the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, probable duration and foreseeable effects.
- II.9.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.
- II.9.4 Actions under way may be suspended in accordance with Article II.8.

ARTICLE II.10 - AWARD OF CONTRACTS

- II.10.1 If the partner has to conclude contracts in order to carry out an action and they constitute costs under an item of eligible direct costs in the estimated budget for the action annexed to the specific agreement, he shall award the contract to the bid offering best value for money; in doing so he shall take care to avoid any conflict of interests.
- II.10.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:
 - (a) they may only cover the execution of a limited part of the action;
 - (b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
 - (c) the tasks concerned must be set out in the annex to the specific agreement that describes the action and the corresponding estimated costs must be set out in detail in the estimated budget for the action;

- (d) any recourse to the award of contracts while the action is under way, if not provided for in the grant application, shall be subject to prior written authorisation by Cedefop;
- (e) the partner shall have sole responsibility for executing the action and complying with the terms of the framework agreement and the corresponding specific agreement. The partner must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of Cedefop under the framework agreement and/or specific agreement;
- (f) the partner must undertake to ensure that the conditions applicable to him under Articles II.2, II.3, II.4, II.5, II.6, II.7, II.11 and II.20 of the framework agreement are also applicable to the contractor.

ARTICLE II.11 - ASSIGNMENT

II.11.1 Claims against Cedefop may not be transferred.

II.11.2 In exceptional circumstances, where the situation warrants it, Cedefop may authorize the assignment of the specific agreements, or part thereof, and any payments flowing from them to a third party, following a written request to that effect, giving reasons, from the partner. If Cedefop agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorization, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on Cedefop.

II.11.3 In no circumstances shall such an assignment release the partner from his obligations to Cedefop.

ARTICLE II.12 – TERMINATION OF THE FRAMEWORK AGREEMENT

II.12.1 Termination by the partner

The partner may terminate the framework agreement at any time by giving 60 days' written notice. Where he avails himself of that right, he must undertake to complete the implementation of any specific agreements which have entered into force before the date when termination of the framework agreement takes effect.

In duly justified cases, the partner may withdraw his request for a grant and terminate a specific agreement which is in the process of being implemented by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account.

If no reasons are given or if Cedefop does not accept the reasons, the partner shall be deemed to have terminated the agreement improperly, with the consequences set out in the fourth subparagraph of paragraph 4.

II.12.2 Termination by Cedefop

Cedefop may decide to terminate the framework agreement at any time, without any indemnity on its part, by giving 60 days' written notice. Where Cedefop avails itself of that right, it must honour the obligations arising from the implementation of any specific agreements which have entered into force before the date when termination of the framework agreement takes effect, insofar as this implementation gives rise to expenditure foreseen in those specific agreements which is reasonable, except in the cases set out below.

Cedefop may decide to terminate the framework agreement and the specific agreements in the process of being implemented, without any indemnity on its part, in the following circumstances:

- (a) in the event of a change to the partner's legal, financial, technical, organisational or ownership situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- (b) if the partner fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- (c) in the event of *force majeure*, notified in accordance with Article II.9 or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.8;
- (d) if the partner is declared bankrupt, is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (e) where Cedefop has evidence or seriously suspects the partner or any related entity or person, of professional misconduct;
- (f) if the partner has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- (g) where Cedefop has evidence or seriously suspects the partner or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests;
- (h) where Cedefop has evidence or seriously suspects the partner or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;
- (i) if the partner has made false declarations or submits reports inconsistent with reality to obtain the grant provided for in the agreement.

In the cases referred to in points (e), (g) and (h) above, 'any related person' shall mean any physical person with powers of representation, decision-making or control in relation to the partner. 'Any related entity' shall mean in particular any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive n° 83/349/EEC of 13 June 1983.

II.12.3 Termination procedure

The procedure is initiated by registered letter with acknowledgement of receipt or equivalent.

In the cases referred to in points (a), (b), (d), (e), (g) and (h) above, the partner shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If Cedefop fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when the termination decision is received.

If notice is not given in the cases referred to in points (c), (f) and (i) above, termination shall take effect from the day following the date when the termination decision is received.

II.12.4 Effects of termination

In the event of termination of a specific agreement, payments by Cedefop shall be limited to the eligible costs actually incurred by the partner up to the date when termination takes effect, in

accordance with Article II.18. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The partner shall have 60 days from the date when termination of the specific agreement takes effect, as notified by Cedefop, to produce a request for final payment in accordance with Article II.16.4. If no request for final payment is received within this time limit, Cedefop shall not reimburse the expenditure incurred by the partner up to the date of termination and it shall recover any amount, if its use is not substantiated by the technical implementation reports and financial statements approved by Cedefop.

By way of exception, at the end of the period of notice referred to in paragraph 3, where Cedefop is terminating a specific agreement on the grounds that the partner has failed to produce the final technical implementation report and financial statement as stipulated in the agreement and has still not complied with this obligation within two months following the written reminder sent by Cedefop by registered letter with acknowledgement of receipt or equivalent, Cedefop shall not reimburse the expenditure incurred by the partner up to the date on which the action ended and it shall recover any amount, if its use is not substantiated by the technical implementation reports and financial statements approved by Cedefop.

By way of exception, in the event of improper termination by the partner or termination by Cedefop on the grounds set out in points (a), (e), (g), (h) or (i) above, Cedefop may require the partial or total repayment of sums already paid under a specific agreement on the basis of technical implementation reports and financial statements approved by Cedefop, in proportion to the gravity of the failings in question and after allowing the partner to submit his observations.

ARTICLE II.13 - FINANCIAL PENALTIES

II.13.1 By virtue of the Financial Regulation applicable to the General Budget of the European Communities, any partner declared to be in grave breach of his contractual obligations shall be liable to financial penalties of between 2 % and 10 % of the value of the grant in question.

II.13.2 This rate may be increased to between 4 % and 20 % in the event of a repeated breach in the five years following the establishment of the first.

II.13.3 The partner shall be notified in writing of any decision by Cedefop to apply such financial penalties.

ARTICLE II.14 – SUPPLEMENTARY AGREEMENTS

II.14.1 Any amendment to the framework agreement or a specific agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

II.14.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the framework agreement or a grant or result in unequal treatment of applicants for framework agreements or grants.

II.14.3 If the request for amendment is made by the partner, he must send it to Cedefop in good time before it is due to take effect and, as far as specific agreements are concerned, one month before the closing date of the action, except in cases duly substantiated by the partner and accepted by Cedefop.

PART B - FINANCIAL PROVISIONS

ARTICLE II.15 – ELIGIBLE COSTS

II.15.1 Eligible costs of the action or work plan are costs actually incurred by the partner, which meet the following criteria:

- they are incurred during the duration of the action or of the work plan as specified in the specific agreement, with the exception of costs relating to final reports and certificates on the financial statements and underlying accounts;
- they are connected with the subject of the specific agreement and they are indicated in the estimated overall budget of the action or work plan annexed to it;
- they are necessary for the implementation of the action or of the work plan which is the subject of the specific agreement;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the partner and determined according to the applicable accounting standards of the country where the partner is established and according to the usual cost-accounting practices of the partner;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The partner's accounting and internal auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.15.2 In the case of an operating grant, the following operating costs are eligible provided they satisfy the criteria set out in the previous paragraph:

- the cost of staff, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the partner's usual policy on remuneration;
- the corresponding salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the project concerned were not undertaken;
- travel and subsistence allowances for staff, provided that they are in line with the partner's usual practices on travel costs or do not exceed the scales approved annually by Cedefop;
 - the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the period of eligibility for EU funding covered by the agreement may be taken into account by Cedefop, except where its nature and/or use justifies different treatment by Cedefop;
 - costs of consumables and supplies;
 - costs entailed by other contracts awarded by the partner for the purposes of implementing the work programme, provided that the conditions laid down in Article II.10 are met;

- costs arising directly from requirements imposed by the agreement (in particular, audit costs), including the costs of any financial services (especially the cost of financial guarantees);
- overheads.

II.15.3 In the case of a grant for an action, the eligible costs consist of direct costs and indirect costs.

The eligible direct costs for an action are those costs which, with due regard for the conditions of eligibility set out in paragraph 1, are identifiable as specific costs directly linked to the implementation of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in paragraph 1:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the partner's usual policy on remuneration;
- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the partner's usual practices on travel costs or do not exceed the scales approved annually by Cedefop;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by Cedefop, except where the nature and/or the context of its use justifies different treatment by Cedefop;
- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by the partner for the purposes of carrying out the action, provided that the conditions laid down in Article II.10 are met;
- costs arising directly from requirements imposed by the framework agreement or the specific agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees).

The eligible indirect costs for an action are those costs which, with due regard for the conditions of eligibility set out in paragraph 1, are not identifiable as specific costs directly linked to implementation of the action which can be booked to it direct, but which can be identified and justified by the partner using his accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from paragraph 1, the indirect costs incurred in carrying out an action may be eligible for flat-rate funding fixed at not more than 7 % of the total eligible direct costs. If provision is made in the specific agreement for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.15.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;

- doubtful debts;
- exchange losses;
- VAT, unless the partner can show that he is unable to recover it according to the applicable national legislation. VAT paid by public bodies is not an eligible cost;
- costs declared by the partner and covered by another action or work programme receiving an EU grant;
- excessive or reckless expenditure.

II.15.5 Contributions in kind shall not constitute eligible costs. However, Cedefop can accept, if considered necessary or appropriate, that the co-financing referred to in Article I.4 should be made entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the partner free of charge but bear the corresponding costs;
- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of co-financing in kind, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the action as co-financing in kind. The partner shall undertake to obtain these contributions as provided for in the specific agreement.

II.15.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a grant for an action awarded to a partner who already receives an operating grant from Cedefop during the period in question.

ARTICLE II.16 - REQUESTS FOR PAYMENT

II.16.1 Pre-financing

Pre-financing is intended to provide the partner with a float.

Where required by the paragraph on pre-financing in Article 5 of the specific agreement or the equivalent article in the framework agreement, the partner shall provide a financial guarantee from a bank or an approved financial institution established in one of the Member States of the EU.

The guarantor shall stand as first-demand guarantor and shall not require Cedefop to have recourse against the principal debtor (the partner).

The financial guarantee shall provide that it remains in force until the pre-financing is cleared against interim payment(s) or payment of the balance by Cedefop to the partner or, in the absence of such clearing, three months after a recovery is notified to the partner by which Cedefop asks him to repay the pre-financing. Cedefop undertakes to release the guarantee within the following month.

II.16.2 Further pre-financing payments – NOT APPLICABLE

Where pre-financing is divided into several instalments, the partner may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the paragraph on further pre-financing payments in Article 5 of the specific agreement or the equivalent article in the framework agreement. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;

- where required by the abovementioned provisions of Article 5 or the equivalent, a financial guarantee in accordance with paragraph 1;
- where required by the abovementioned provisions of Article 5 or the equivalent, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor, or in case of public bodies, by a competent and independent public officer;
- any other documents that may be required by the specific agreement in support of the request for further pre-financing payments.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the framework agreement and the specific agreement, including where appropriate the annexes thereto.

II.16.3 Interim payments – NOT APPLICABLE

Interim payments are intended to reimburse the partner for expenditure on the basis of a detailed statement of the costs incurred, once the action has reached a certain level of completion. It may clear all or part of any pre-financing.

By the appropriate deadline indicated in the Article on Submission of reports and other documents in the specific agreement, the partner shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the paragraph on interim payments in Article 5 of the specific agreement or the equivalent article in the framework agreement, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor, or in case of public bodies, by a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by Cedefop, that the costs declared by the partner in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the framework agreement and the specific agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the framework agreement and the specific agreement, including any annexes. The partner shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the framework agreement and the specific agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, Cedefop shall have the period specified in the paragraph on interim payments in Article 5 of the specific agreement or the equivalent article in the framework agreement in order to:

- approve the interim report on implementation of the action;
- ask the partner for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from Cedefop within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new report shall be notified to the partner in writing.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The partner shall be informed of that request and the

extension of the delay for scrutiny by means of a formal document. The partner shall have the period laid down in the abovementioned provisions of Article 5 or the equivalent to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

Where a report is rejected and a new report requested, the approval procedure described in this Article shall apply.

In the event of renewed rejection, Cedefop reserves the right to terminate the agreement by invoking Article II.12.2 (b).

II.16.4 Payment of the balance

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the partner in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.18.

By the appropriate deadline indicated in the Article on Submission of reports and other documents in the specific agreement, the partner shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action;
- where required by the paragraph on payment of the balance in Article 5 of the specific agreement or the equivalent article in the framework agreement, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by Cedefop, that the costs declared by the partner in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the framework agreement and the specific agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the framework agreement and the specific agreement, including where appropriate the annexes thereto. The partner shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the framework agreement and the specific agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, Cedefop shall have the period specified in the paragraph on payment of the balance in Article 5 of the specific agreement or the equivalent article in the framework agreement in order to:

- approve the final report on implementation of the action;
- ask the partner for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from Cedefop within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of the regularity or the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new report shall be notified to the partner in writing.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The partner shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The partner shall have the period laid down in the abovementioned provisions of Article 5 or the equivalent to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

Where a report is rejected and a new report requested, the approval procedure described in this Article shall apply.

In the event of renewed rejection, Cedefop reserves the right to terminate the specific agreement by invoking Article II.12.2 (b).

II.16.5 Costs of transfers

Costs of the transfers are borne in the following way:

- costs of dispatch charged by the bank of Cedefop shall be borne by Cedefop;
- costs of receipt charged by the bank of the partner shall be borne by the partner;
- all costs of repeated transfers caused by one of the parties shall be borne by the party who caused repetition of the transfer.

ARTICLE II.17 - GENERAL PROVISIONS ON PAYMENTS

II.17.1 Payments shall be made by Cedefop in euro. Any conversion of actual costs into euro shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the Commission's accounting officer and published on its website applicable on the day when the payment order is issued by Cedefop, unless specific provisions are laid down for the purpose in the Special Conditions of the framework agreement or in the specific agreement.

Payments by Cedefop shall be deemed to be effected on the date when they are debited to Cedefop's account.

II.17.2 Cedefop may suspend the period for payment laid down in Article 5 of the specific agreement or the equivalent article in the framework agreement at any time for the purposes of additional checks by notifying the partner that his request for payment cannot be met, either because it does not comply with the provisions of the agreement, or because appropriate supporting documents must be produced or because there is a suspicion that some of the expenses in the financial statement are not eligible.

Cedefop may suspend its payments at any time if the partner is found or presumed to have infringed the provisions of the framework agreement or the specific agreement, in particular in the wake of the audits and checks provided for in Article II.20.

Cedefop may also suspend its payments:

- if there is a suspicion of irregularity committed by the partner in the implementation of the grant agreement;
- if there is a suspected or established irregularity committed by the partner in the implementation of another grant agreement or grant decision funded by the General Budget of the EU or by any other budget managed by it. In such cases, suspension of the payments

will only proceed where the suspected or established irregularity can affect the implementation of the current grant agreement.

Cedefop shall inform the partner as soon as possible of any such suspension by registered letter with acknowledgement of receipt or equivalent, setting out the reasons for suspension.

Suspension shall take effect on the date when notice is sent by Cedefop. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by Cedefop.

- II.17.3 On expiry of the period for payment specified in Article 5 of the specific agreement or the equivalent article in the framework agreement, and without prejudice to paragraph 2 of this Article, the partner is entitled to interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euro, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the EU.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the purposes of determining the final grant within the meaning of Article II.18.4. The suspension of payment by Cedefop may not be considered as late payment.

By way of exception, when the interest calculated in accordance with the provisions of the first and second subparagraphs is lower than or equal to EUR 200, it shall be paid to the partner only upon demand submitted within two months of receiving late payment.

- II.17.4 Cedefop shall deduct the interest yielded by pre-financing, as provided for in Article 4 "*Payment arrangements*" of the Specific Grant Agreement, from the payment of the balance of the amount due to the partner. The interest shall not be treated as a receipt, within the meaning of Article II.18.4.

Where the interest yielded exceeds the balance of the amount due to the partner, Cedefop shall recover it in accordance with Article II.19.

- II.17.5 The partner shall have two months from the date of notification by Cedefop of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.18 or, failing that, of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests shall no longer be considered. Cedefop undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply.

This procedure is without prejudice to the partner's right to appeal against Cedefop's decision pursuant to the Article on Law applicable and competent court. Under the terms of EU law in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.18 - DETERMINING THE FINAL GRANT

- II.18.1 Without prejudice to information obtained subsequently pursuant to Article II.20, Cedefop shall adopt the amount of the final payment to be granted to the partner on the basis of the documents referred to in Article II.16.4 which it has approved.

- II.18.2 The total amount paid to the partner by Cedefop may not in any circumstances exceed the maximum amount of the grant laid down in Article 3 of the specific agreement, even if the total actual eligible costs exceed the estimated total eligible costs specified in the estimated budget annexed to the specific agreement.
- II.18.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, Cedefop's contribution shall be limited to the amount obtained by applying the EU grant percentage specified in Article 3 of the specific agreement to the actual eligible costs approved by Cedefop.
- II.18.4 The partner hereby agrees that the grant shall be limited to the amount necessary to balance the receipts and expenditure of the action, in the case of a grant for an action, or of the operating budget which allows the work programme to be implemented, in the case of an operating grant, and that it may not in any circumstances produce a profit for him.

In the case of a grant for an action, profit shall mean any surplus of all actual receipts attributable to the action over the total actual costs of the action. In the case of an operating grant, profit shall mean any surplus of the partner's total actual operating receipts over his total actual operating costs.

The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the partner for financing other than the EU grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this Article. For the purposes of this Article, only actual costs of the action or the operating budget falling within the categories set out in the estimated budget annexed to the specific agreement shall be taken into account; non-eligible costs shall always be covered by non-EU resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.¹

- II.18.5 Without prejudice to the right to terminate the specific agreement under Article II.12, and without prejudice to the right of Cedefop to apply the penalties referred to in Article II.13, if the action is not implemented or is implemented poorly, partially or late, Cedefop may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in the specific agreement.
- II.18.6 On the basis of the amount of the final grant determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, Cedefop shall set the amount of the payment of the balance as being the amount still owing to the partner. Where the aggregate amount of the payments already made exceeds the amount of the final grant, Cedefop shall issue a recovery order for the surplus.

ARTICLE II.19 – RECOVERY

- II.19.1 If any amount is unduly paid to the partner or if recovery is justified under the terms of the framework agreement or a specific agreement, the partner undertakes to repay Cedefop the sum in question on whatever terms and by whatever date it may specify.

(¹) By virtue of Article 165 § 3 IR, in the case of operating grants to bodies that pursue an aim of general European interest, Cedefop is entitled to recover the percentage of the annual profit corresponding to the EU contribution to the operating budget of the bodies concerned where these bodies are also funded by public authorities which are themselves required to recover the percentage of the annual profit corresponding to their contribution. For the purpose of calculating the amount to be recovered, the percentage corresponding to the contributions in kind to the operating budget shall not be taken into account.

II.19.2 If the partner fails to pay by the date set by Cedefop, the sum due shall bear interest at the rate indicated in Article II.17.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when Cedefop receives full payment of the amount owed, inclusive.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.19.3 If payment has not been made by the due date, sums owed to Cedefop may be recovered by offsetting them against any sums owed to the partner, in cases where the partner also has a claim on the EU or the European Atomic Energy Community, after informing him accordingly by registered letter with acknowledgement of receipt or equivalent, or by calling in the financial guarantee provided in accordance with Article II.16.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the EU, Cedefop may recover by offsetting before the due date of the payment. The partner's prior consent shall not be required.

II.19.4 Bank charges occasioned by the recovery of the sums owed to Cedefop shall be borne solely by the partner.

II.19.5 The partner understands that, under Article 299 of the Treaty on the functioning of the European Union, Cedefop may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the General Court of the European Union.

ARTICLE II.20 - CHECKS AND AUDITS

II.20.1 The partner undertakes to provide any detailed information, including information in electronic format, requested by Cedefop or by any other outside body authorised by Cedefop to check that the actions and the provisions of the framework agreement and/or specific agreements are being properly implemented.

II.20.2 The partner shall keep at Cedefop's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to each specific agreement for a period of five years from the date of payment of the balance for the corresponding action.

II.20.3 The partner agrees that Cedefop may have an audit of the use made of the grants awarded carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the specific agreements until their balances are paid and for a period of five years from the date of payment of the balance for the corresponding actions. Where appropriate, the audit findings may lead to recovery decisions by Cedefop.

II.20.4 The partner undertakes to allow Cedefop staff and outside personnel authorised by Cedefop the appropriate right of access to sites and premises where the actions are carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

II.20.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by EU law for the protection of the financial interests of the EU against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by Cedefop.

II.20.6 The Court of Auditors shall have the same rights as Cedefop, notably right of access, as regards checks and audits.

SIGNATURES

For the partner

[forename / surname / *function*]

[signature]

Done at [place], [date]

In duplicate in English

For Cedefop

[forename /surname]

[signature]

Done at [place], [date]

ANNEX I - ACTIONS PLANNED UNDER THE PARTNERSHIP

I. Reporting on national VET systems and policy developments

Policy background

“Europe 2020” considers investment in education and training a prerequisite for smart, sustainable and inclusive growth. VET has a role to play in achieving (nearly) all of Europe’s 2020 headline targets, in particular specific education and training benchmarks to reduce early school-leaving to less than 10 % and to increase the share of 30-34 year-olds with a higher education degree or equivalent to 40 %.

The *Education and Training 2020 framework* (ET 2020) focuses European cooperation on the following objectives applying to all types and levels of education and training:

- (a) make lifelong learning and mobility for learning and working a reality;
- (b) improve quality and efficiency of education and training;
- (c) promote equity and social cohesion; and
- (d) foster creativity and innovation.

The European Commission, supported by Cedefop, will monitor and report on progress by countries in implementing the agreed priorities.

The Bruges communiqué and related Council conclusions define the strategic objectives for European cooperation in VET between now and 2020. They also set out short-term deliverables (national measures and actions and support at EU-level) for the period 2011-14. Firm evidence, thorough analysis and policy learning opportunities support European cooperation in VET.

The Bruges Communiqué builds on the European Commission's communication *A new impetus for European cooperation in VET* and on the findings of Cedefop’s policy report *A bridge to the future* which reviews the achievements of European cooperation in VET since 2002.

The Bruges Communiqué entrusts Cedefop with continuing to report on progress by countries towards the strategic objectives and the short-term deliverables. This acknowledges Cedefop’s contribution in reporting on European cooperation over the period 2002-08, to which ReferNet contributed substantially.

Cedefop’s next report on European VET policy will feed into the European Commission’s report on the achievements of ET 2020, which is due in mid-2014. Consistent follow-up will require continuous monitoring and thematic stock-taking at different points in time. It may also entail responding to ad-hoc requests.

Purpose of activity

Analysis and understanding of policy developments and achievements within and across countries requires thorough information on how VET works. Information on VET’s role, purpose, outcomes, governance, structure and delivery provides the necessary context. But VET varies considerably between Member States. To understand countries’ starting points and the progress they have made, VET needs to be considered in its specific socio-economic context.

Wide ranging expertise is required to capture VET’s role as an interface between education, employment, economic and social policies. To support evidence-based decision-making in VET, research findings, key documents and statistical data need to underpin analyses.

ReferNet partners are well placed to inform on their VET systems and the current situation regarding relevant policy developments. ReferNet national partners have first-hand information from different stakeholders. They can also pool knowledge and experience from policy-making, implementation, evaluation and research at central, regional, local and sectoral levels.

Therefore, Cedefop will require ReferNet national partners to:

- (a) provide up-to-date information on VET in their country; and

- (b) report on VET policy in their country and on how the specific objectives of the European VET policy agenda are being met at national level.

Working methods for the activities and expected deliverables listed below will be specified further in annual work plans, after consultation with ReferNet national partners.

Expected deliverables

Deliverable 1: Policy reporting

Based on a set of guidelines provided by Cedefop, ReferNet national partners will report every year on the implementation of the short-term deliverables (national measures and actions) defined in the Bruges communiqué and other actions or policies that contribute to achieving the strategic objectives of European cooperation in VET. The reports will describe policy initiatives, measures and actions and analyse them in relation to the main features of national VET systems and relevant socio-economic conditions.

Reports on policies should draw on a wide range of sources, including policy papers, legislation, evaluation reports, research and policy analysis, case studies. Reporting will require broad cooperation with various national stakeholders to mobilise their expertise to prepare and validate reports.

To assess progress in implementing the European VET agenda, ReferNet national partners may be asked to comment on or validate their countries' position against a mix of quantitative and qualitative indicators prepared by Cedefop.

Policy reporting will feed into Cedefop's regular policy monitoring and reporting on European cooperation in VET. In 2014, Cedefop will publish its next policy report and ReferNet partners will be invited to publish national policy reports.

Deliverable 2: VET in Europe – country report (overview, articles and Spotlight)

Based on a template and a set of guidelines provided by Cedefop, ReferNet national partners provide up-to-date information on VET in their country. VET in Europe – country report overviews describe the main features of the national VET systems (both initial and continuing training) and will be updated on a yearly basis.

In addition, ReferNet national partners may be asked to report on ad-hoc themes or topics, following ongoing development (e.g. VET in the crisis) or the European policy agenda (e.g. transnational mobility of VET learners).

Templates and guidelines are adapted in cooperation with ReferNet.

ReferNet national partners will submit their VET in Europe – country reports in Word format. Reports are displayed online in pdf-format on Cedefop's web portal.

In addition, ReferNet national partners will provide Spotlights summarising key features, challenges and developments within the national VET systems. The main aim of Spotlights is to concisely present the national VET system within a limited number of pages (leaflet), to accommodate readers who need a brief, legible introduction to VET in a specific country.

For the Presidency countries, Spotlights will be also published in hard-copy in four languages (English, French, German and the national language(s)) to be disseminated during Presidency events.

Deliverable 3: Short Description of VET in the EU Presidency country

To raise VET visibility in the two countries holding the EU Presidency each year, VET in Europe – country reports are used as a basis for hard-copy publications (*Short descriptions*, which are published in at least two languages). *Short descriptions* are prepared in close collaboration between ReferNet national partners and Cedefop. They are distributed during Presidency conferences and events.

Deliverable 4: National news on VET

To inform on the latest national developments on VET and related labour market issues, ReferNet national partners provide short articles.

Articles are published in Cedefop's newsletter and online in Cedefop's website. Each newsletter issue includes at least one article from each of the three ReferNet regional groups (see 3.3 Working arrangements). Each group decides on individual country contributions. Articles may be used in Cedefop's contributions to biennial meetings of Directors-General for Vocational Education and Training (DGVT) and to the Advisory Committee for Vocational Education and Training (ACVT).

Deliverable 5: Bibliographical references

ReferNet provides bibliographical information on the main publications and documents used in the context of reporting activities throughout the year. This information will be used in Cedefop's bibliographical database (VET-Bib), making the most representative national documents accessible online.

II. Raising the visibility of VET and online dissemination

Background and purpose

ReferNet is expected to help raising the visibility of Cedefop, its products and more generally VET issues at national level. The ReferNet national partners act as multipliers and dissemination channels in their countries.

ReferNet national partners' online presence, through national ReferNet websites, can help improving visibility and dissemination. ReferNet websites also support exchanges of information with Cedefop and other national ReferNet websites.

Expected deliverables

A minimum requirement and expected deliverable is the regular maintenance and update of a national ReferNet website in the national language and also, if ReferNet national partners so wish, in English. The ReferNet website aims to disseminate information and raise visibility of VET and Cedefop's work nationally. Other types of online presence are also recommended, for example participation in social media, blogging online, discussions in VET forums.

Websites can be autonomously hosted on their own domain or a dedicated section in the ReferNet national partners' parent organisation's website. Cedefop provides guidelines to prepare national ReferNet websites as well as technical advice and support for the setup and maintenance of the national ReferNet website. Advice and support can take the form of style guidelines, website libraries, web programming code samples, discussions for optimum solutions. Cedefop looks for solutions that have minimum maintenance effort and cost, for example exchange of content (news, events, publications) via automated RSS feeds.

ReferNet national partners should be ready to adapt visibility and dissemination activities to Cedefop's strategy and annual objectives, and include in annual work plans other deliverables to raise visibility of Cedefop, of its products and more generally of VET issues at national level.

III. Working arrangements

Language

All deliverables **must be submitted in English** and may additionally be provided in the country's official language. National partners will ensure that the English version is of high linguistic quality and that the format follows Cedefop's style manual.

Validation

Some deliverables must be validated by the ReferNet national representative. On behalf of the national government the ReferNet national representative validates reports by the grant beneficiary, whenever such validation is deemed necessary. In particular, reports on national VET systems and policy

developments need to be validated to ensure that the information provided is in accordance with national policies and strategies.

ReferNet national partners can also use other validation processes. They should always provide comprehensive information on the procedures adopted.

Core, regional and working groups

A ReferNet core group provides regular communication between the network and Cedefop. The core group comprises two representatives from each regional group, elected by the network. On Cedefop's request, the core group consults national partners and reports to Cedefop the network's views on the annual work plan and other related matters. The core group meets with Cedefop two times per year. Members of the core group attend all regional meetings.

To support networking and regional cooperation, there are three regional groups (North, South and Centre). Cedefop may consult the network on a regional basis. Each regional group meets once a year.

To improve, revise and develop specific activities or products, partners should be ready to participate in joint working groups composed of ReferNet national partners and Cedefop project managers.

Meetings

ReferNet national partners will attend the annual plenary meeting organised by Cedefop and a regional group meeting. Regional meetings are co-organised by Cedefop and the national partner hosting the meeting. Meetings will be in English.

ReferNet national partners may organise meetings in addition to those above with other national partners. For these meetings, Cedefop will provide information, documentation or other material at the organiser's request. Where appropriate, Cedefop will attend at the organiser's request.

Periodic assessment

ReferNet national partners will be assessed periodically on the basis of:

- (a) content analysis: concerning relevance and quality of the deliverables; and
- (b) compliance: concerning respect of deadlines.

Final report on activities

Within two (2) months of the end of the operational year, the ReferNet national partners will present reports describing the results of the activities conducted. Cedefop will provide a template for the report.

ANNEX II – MODEL SPECIFIC GRANT AGREEMENT