


CEDEFOP

 European Centre for the Development
of Vocational Training

SPECIFIC AGREEMENT No .../.. **ON A GRANT FOR AN ACTION**

This specific agreement ("the agreement") is concluded between:

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,

The following annex forms an integral part of the agreement:

Annex: Description of the action, estimated budget and additional funding

Article 1 – Purpose of the agreement

The agreement is concluded in the context of the partnership established between the parties. It is drawn up in accordance with the relevant terms of framework partnership agreement No [...] signed between Cedefop and the partner on [...].

Cedefop has decided to award a grant, under the terms and conditions set out in this agreement and the framework agreement, which the partner hereby declares that he has taken note of and accepts, for the action entitled ReferNet work plan 2012 ("the action").

The partner accepts the grant and undertakes to do everything in his power to carry out the action as described in Annex I, in accordance with the terms and conditions of the abovementioned framework agreement applicable to the implementation of the agreement, acting on his own responsibility.

Article 2 – Duration of the action

The action shall begin on 1 January 2012 ("starting date of the action") ⁽¹⁾.

The action shall last for 12 months from the starting date.

The period of implementation of the action shall determine the period of eligibility for the EU grant.

Article 3 - Financing the action

The total eligible costs of the action for which Cedefop grant is awarded are estimated at EUR [...], as shown in the attached Annex.

Cedefop shall contribute a maximum of EUR [...]. This amount is calculated according to Cedefop maximum contribution of 70 % of the total eligible costs of the action. The amount of the contribution is further limited to the maxima set by Cedefop for the different country groups.

The final amount of the grant shall be determined as specified in Article II.18 of the framework agreement, without prejudice to Article II.20 thereof.

Should the partner not perform all agreed activities, Cedefop will reduce the grant amount proportionally in due consideration of the costs estimations breakdown provided by the partner in the description of the action and estimated budget annexed.

Article 4 – Payment arrangements

Pre-financing:

Within 45 days of the receipt of the request for pre-financing and where applicable of the receipt of all necessary guarantees, a pre-financing payment of EUR [...] shall be made to the partner, representing 60 % of the maximum amount of the grant specified in Article 3.

Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report, financial statement and underlying accounts certified by an auditor or in case of public bodies, a competent public officer/Institution, as specified in Article II.16.4 of the framework agreement.

⁽¹⁾ In accordance with Article 112 of the Financial Regulation (FR), a grant may be awarded for an action which has already begun only where the applicant can demonstrate the need to start the action before the agreement is signed. In such cases, expenditure eligible for financing may not have been incurred prior to the date of submission of the grant application. No grant may be awarded retrospectively for actions already completed.

The purpose of the certificate is to give reasonable assurance that the financial documents submitted to Cedefop by the partner comply with the financial provisions of the agreement and the applicable financial rules, that the costs declared are the actual costs, that all receipts have been declared, that there is evidence that the reported activities have taken place and that delivery of services and goods has been completed.

Cedefop shall have 45 days to approve or reject the technical implementation report or to request additional supporting documents or information under the procedure laid down in Article II.16.4. In that case, the partner shall have 45 days to submit the additional information or a new report.

A payment representing the balance of the grant determined in accordance with Article II.18 of the framework agreement shall be made to the partner within 45 days following approval by Cedefop of the implementation report accompanying the request for payment of the balance. Cedefop may suspend the period for payment in accordance with the procedure in Article II.17.2 of the framework agreement.

In case the partner has submitted the final accounts in a national currency other than the Euro as per point 6.3 (d) of the Call for proposals full text, Cedefop shall apply for the calculation of the actual eligible costs Article II.17.1 of the framework agreement, in accordance with Articles 5 and 6 of the Implementing Provisions to Cedefop's Financial Rules. In order to neutralize the effect of possible important exchange rate fluctuations, Cedefop shall calculate the actual eligible costs by applying an exchange rate composed of 60% of the daily rate of pre-financing payment and 40% of the daily rate of final payment.

Should the actual eligible total cost of the project be less than the total estimated cost, Cedefop will reduce its contribution proportionally. Specifically, Cedefop will make a pro rata reduction of the grant on the basis of the rate indicated in the agreement and the partner will be obliged to reimburse amounts already paid in excess of the amount due.

Article 5 – Submission of reports and other documents

The technical implementation reports, financial statements and other documents referred to in Article 5 (Payment arrangements) or the equivalent article in the framework agreement must be submitted in 2 copies in English within 2 months following the closing date of the action specified in Article 2:

- final technical implementation report and financial statement, covering the 12 months period of the work plan,
- a final report on implementation of the work plan,
- a final financial statement of the eligible costs actually incurred, following a budget structure provided by Cedefop,
- a full summary statement of the receipts and expenditure of the action,

- a certificate on the financial statements and underlying accounts related to the implementation of the work plan, provided by an approved auditor or, in case of public bodies, a competent and independent public institution/officer. The certificate shall certify, in accordance with a method approved by Cedefop, that 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 and specific agreements.

Specific contributions and activities referred to in Annex I (Description of the action) must be submitted and/or performed in due time according to the agreed timetable and working methods.

Article 6 – Bank account

Payments shall be made to the partner's bank account or sub-account denominated in euros, as indicated below:

Name of bank: [...]
 Address of branch: [...]
 Precise denomination of the account holder: [...]
 Full account number (including bank codes): [...]
 [IBAN account code: [...]]

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 of the framework agreement.

[Article 7 – Other special conditions]

[The following additional special conditions apply to this grant agreement:]

[.] Union grant [percentages] [ceilings] applicable

For the application of Article[s] [I.5] and II.18 of the framework agreement, the respective EU grant [percentages] [ceilings] specified in Article 3 with regard to the total costs and eligible costs of the action shall apply cumulatively.

[.] Financial support to third parties

Where implementation of the action requires financial support to be given to third parties, the partner may give such financial support in accordance with the description of the action in Annex I, [subject to the [following] provisions [laid down in Annex [.]]....].

The cost of the financial support, [is shown in the estimated budget in Annex II] [amounts to a maximum of EUR [.]]. The financial support takes the form of [reimbursement of a specified proportion of the eligible costs actually incurred by the third party] [[a] lump sum[s]] [flat-rate financing].

[By way of derogation from Article II.15.1 of the framework agreement, costs incurred by third parties, recorded in their accounts in accordance with the applicable accounting principles and their usual cost-accounting practices, shall be considered eligible subject to the provisions of Article II.15 of the framework agreement and sub-paragraphs 1 and 2 above. The actual eligible costs shall be reimbursed in accordance with [the Union contribution percentage established in Article 3] [the contribution percentage as established in Annex I].]

[The final amount eligible for Union funding of the financial support provided to each third party in the form of the [lump sum[s]] [flat-rate financing] is subject to sub-paragraphs 1 and 2 above and the following conditions being fulfilled:]

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 third parties.]

The following persons are empowered to supervise the performance of this specific agreement:

for Cedefop: Mrs Pascaline Descy, Head of Area Research and Policy Analysis
for the Partner: [forename / surname / function]

SIGNATURES

For the partner

[forename / surname / function]

[signature]

Done at [place], [date]
In duplicate

For Cedefop

[forename /surname]

[signature]

Done at [place], [date]