



CEDEFOP

European Centre for the Development
of Vocational Training

MODEL SPECIFIC AGREEMENT FOR AN ACTION GRANT **SPECIFIC AGREEMENT No/..**

This Specific agreement ('the Specific agreement') is concluded between the following parties:

on the one part,

The **European Union** ('the Union'), represented by the European Centre for the Development of Vocational Training, ('Cedefop'), represented for the purposes of signature of this Specific agreement by Loukas Zahilas, Head of Department for VET Systems and Institutions

and

'the partner'

[full official name] [ACRONYM]

[official legal status or form]

[official registration No]

[official address in full]

[VAT number],

represented for the represented for the purposes of signature of the Specific agreement by **[function, forename and surname]**

The parties referred to above

HAVE AGREED

To the Specific agreement and the following annexes:

Annex I Description of the action

Annex II Estimated budget

ARTICLE 1 – SUBJECT MATTER OF THE SPECIFIC AGREEMENT

The Specific 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 [insert the date on which the last party has signed the Framework agreement] ('the Framework agreement').

Cedefop has decided to award a grant ('specific grant for an action'), under the terms and conditions set out in the Specific agreement and the Framework agreement, for the action entitled **ReferNet work plan 2021** ('the action') as described in Annex I.

By signing the Specific agreement, the partner accepts the grant and agrees to implement the action in accordance with the terms and conditions of the Specific agreement and the Framework agreement, acting on its own responsibility.

The generic term '*action*' used hereinafter in the Specific agreement means the work programme of the partner as described in Annex I.

ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE SPECIFIC AGREEMENT

2.1 The Specific agreement enters into force on the date on which the last party signs.

2.2 The *action* runs for 12 months starting on [the first day [of the month] following the date when the last party signs the Specific agreement] [insert date].

2.3 If the applicant can demonstrate the need to start the action before signature of the Specific Agreement by both parties (see also point 5.6 of the invitation GP/DSI/ReferNet-SGA/002/20), the starting date shall not be earlier than that of the notification by Cedefop of award of the grant. The ending date remains unchanged.

ARTICLE 3 – MAXIMUM AMOUNT AND FORM OF GRANT

3.1 The maximum amount of the grant is EUR [insert amount].

3.2 The grant takes the form of:

The reimbursement of 70% of the eligible costs of the action ('reimbursement of eligible costs'), which are estimated at EUR [...] and which are actually incurred ('reimbursement of actual costs') for the [following categories of costs] [for [the partner] [and] [the following affiliated entities]: [...]].

ARTICLE 4 –REPORTING, REQUEST FOR PAYMENTS AND SUPPORTING DOCUMENTS

4.1 Reporting periods

The action covers the sole reporting period as set out in Article 2.2, subject if applicable to Article 2.3.

4.2 Request for pre-financing payment

The partner must submit a request for a pre-financing payment within 60 calendar days from the starting date of the action mentioned in Article 2.2.

4.3 Request for interim payment[s]

Not applicable

4.4 Request for payment of the balance and supporting documents

The partner must submit a request for payment of the balance within 60 calendar days following the end of the sole reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the action ('final technical report'), drawn up in accordance with Annex IV of the Framework agreement, containing:
 - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums (as provided for in Article 3.2);
 - (ii) information on subcontracting as referred to in Article II.11.1(d)(ii) of the Framework agreement;
- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by the partner and its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex II of the Specific agreement and in accordance with Annex V of the Framework agreement and detail the amounts for each of the forms of grant set out in Article 3.2 for the sole reporting period;

- (c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by the partner and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3 of the Framework agreement for the partner and its affiliated entities.

The summary financial statement must be drawn up in accordance with Annex V of the Framework agreement;

- (d) a certificate on the financial statements and underlying accounts (‘certificate on the financial statements’)

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VI of the Framework agreement.

The certificate must certify that the costs declared in the final financial statement by the partner or its affiliated entities for the categories of costs reimbursed in accordance with Article 3.2 are real, accurately recorded and eligible in accordance with the Specific agreement and the Framework agreement.

In addition, the certificate must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared.

The partner must certify that the information provided in the request for payment of the balance is full, reliable and true.

The partner must also certify that the costs incurred can be considered eligible in accordance with the Framework agreement and the Specific agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27 of the Framework agreement.

In addition, the partner must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared.

4.5 Information on cumulative expenditure incurred

Not applicable

4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros.

The partner and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union* (available at

<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>),) as well as on the ReferNet Extranet, determined over the corresponding reporting period.

The partner and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English.

ARTICLE 5 — PAYMENTS AND PAYMENT ARRANGEMENTS

5.1 Payments to be made

Cedefop must make the following payments to the partner:

- one pre-financing payment, on the basis of the request for the pre-financing payment referred to in Article 4.2.;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article 4.4.

5.2 Pre-financing payment

The aim of the pre-financing is to provide the partner with a float. The pre-financing remains the property of Cedefop until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

Cedefop must make the pre-financing payment of **EUR** [insert amount] to the partner within 30 calendar days from the date of receipt of the request for a pre-financing payment, except if Article II.24.1 of the Framework agreement applies.

5.3 Interim payment

Not applicable.

5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the partner for the implementation of the action.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25 of the Framework agreement, the payment of the balance takes the form of a recovery as provided for by Article II.26 of the Framework agreement.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25 of the Framework agreement, Cedefop must pay the balance within 60 calendar days from when it receives the documents referred to in Article 4.4, except if Article II.24.1 or II.24.2 of the Framework agreement apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

Cedefop determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25 of the Framework agreement.

The amount to be paid may, however, be offset, without the partner's consent, against any other amount owed by the partner to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum amount of the grant.

5.5 Notification of amounts due

Cedefop must send a *formal notification* to the partner:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, Cedefop must also specify the final amount of the grant determined in accordance with Article II.25 of the Framework agreement.

5.6 Interest on late payment

If Cedefop does not pay within the time limits for payment, the partner is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if the partner is a Member State of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Framework agreement and the Specific agreement).

If Cedefop suspends the time limit for payment as provided for in Article II.24.2 of the Framework agreement or if it suspends payments as provided for in Article II.24.1 of the Framework agreement, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 5.8. Cedefop does not consider payable interest when determining the final amount of grant within the meaning of Article II.25 of the Framework agreement.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the partner only if the partner requests it within two months of receiving late payment.

5.7 Currency for payments

Cedefop must make payments in euros.

5.8 Date of payment

Payments by Cedefop are considered to have been carried out on the date when they are debited to its account.

5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) Cedefop bears the costs of transfer charged by its bank;
- (b) the partner bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

5.10 Payments to the partner

Cedefop must make payments to the partner.

Payments to the partner discharge Cedefop from its payment obligation.

ARTICLE 6 – BANK ACCOUNT FOR PAYMENTS

All payments must be made to the partner's bank account as indicated below:

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

ARTICLE 7 - COMMUNICATION DETAILS OF THE PARTIES

7.1 Communication details of Cedefop

Any communication addressed to Cedefop must be sent to the following address:

Cedefop:
(Procurement Service)
'SERVICE POST'
Europe 123
57001 Thermi (Thessaloniki)
Greece
Tel: 2310 490111 (*indicate only in case of courier delivery*)
[Insert title and reference]
E-mail: c4t-services@cedefop.europa.eu

7.2 Communication details of the partner

Any communication from Cedefop to the partner must be sent to the following address:

[Full name]
[Function]
[Name of the entity]
[Full official address]
Email address: [complete]

ARTICLE 8 – ENTITIES AFFILIATED TO THE PARTNER

The following entities are considered as affiliated entities to the partner for the purpose of the Specific agreement:

- [name of the entity];
- [name of the entity];

[idem for further affiliated entities]

ARTICLE 9 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article II.9.3 of the Framework agreement, whereby the Union acquires rights to use the results of the action, these results may be exploited using any of the following modes:

- (a) use for its own purposes:
 - making available to the staff of the contracting authority;
 - making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions;
 - installing, uploading, processing;
 - arranging, compiling, combining, retrieving;
 - copying, reproducing in whole or in part and in unlimited number of copies.]
- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;
- (c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content insert other as appropriate;
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements insert other as appropriate in the results of the action;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (g) prepare derivative works of the results of the action;
- (h) translate, insert subtitles in, dub the results of the action in all official languages of EU, NO and IS
- (i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out Article II.9.3 of the of the Framework agreement;

The partner must ensure that the Union has the rights of use specified in Article II.9.3 of the Framework agreement for the whole duration of the industrial or intellectual property right[s] concerned.

ARTICLE 10 — INELIGIBILITY OF VALUE ADDED TAX

As an exception to Article II.19.2(h) of the Framework agreement, paid value added tax (VAT) is not eligible under the Specific agreement for the following activities as described in Annex I:

- taxed activities or exempt activities with right of deduction. For those activities, VAT is deductible, hence ineligible;

- activities engaged in as a public authority by the partner where it is a State, regional or local government authority or another body governed by public law.

ARTICLE 11 – SPECIAL PROVISIONS ON BUDGET TRANSFERS INVOLVING USE OF PROVISIONS FOR CONTINGENCIES AND FOREIGN EXCHANGE LOSSES

As an exception to the first subparagraph of Article II.22 of the Framework agreement, any use of the provisions for contingencies and foreign exchange losses included in the estimated budget in Annex II must be communicated by the partner and approved by the Cedefop.

SIGNATURES

For the partner

[function/ forename / surname]

[signature]

Done at,[date]

For Cedefop

Loukas Zahilas, Head of DSI

[signature]

Done at,.....[date]

In duplicate in English

Annex I

Description of the action

Annex II Estimated budget