

**CEDEFOP**European Centre for the Development
of Vocational Training

SPECIFIC GRANT AGREEMENT No/. .

This specific agreement (hereinafter referred to as "the Specific agreement") is concluded between:

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

on the one part,

and

[full official name] [ACRONYM]

[official legal status or form]

[official registration No]

[official address in full]

[VAT number],

hereinafter referred to as "the partner", represented for the purposes of signature of the Specific agreement by [function, forename and surname],

on the other part.

The following annexes form an integral part of the Specific agreement:

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 [...] (hereinafter referred to as "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 2014 ("the action") as described in Annex I.

With the signature of 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.

ARTICLE 2 – ENTRY INTO FORCE OF THE SPECIFIC AGREEMENT AND DURATION

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

2.2 The action shall run for **12 months** as of the first day following the date when the last party signs the Specific agreement. The above period shall be determined on the basis of calendar days.

ARTICLE 3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a **maximum amount of EUR [...]** and shall take the form of:

- (a) *[The reimbursement of [...] % of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR [...] and which are:]*
[Reimbursement of eligible costs: not applicable]
- (i) *[actually incurred ("reimbursement of actual costs") for the [following categories of costs] [for [the partner] [and] [the following affiliated entities]: [...]] [reimbursement of actual costs: not applicable]*
- (ii) *[declared on the basis of an amount of EUR [...] per [unit] ("reimbursement of unit costs") for the [following categories of costs] [for [the partner] [and] [the following affiliated entities]: [...]] [reimbursement of unit costs: not applicable]*
- (iii) *[declared on the basis of a lump sum of EUR [...]] ("reimbursement of lump sum costs") for the [following categories of costs] [for [the partner] [and] [the following affiliated entities]: [...]] [reimbursement of lump sum costs: not applicable]*
- (iv) *[declared on the basis of a flat-rate of [...] % of the eligible [direct][other] costs ("reimbursement of flat-rate costs") for the [following categories of costs] [for [the partner] [and] [the following affiliated entities]: [...]] [reimbursement of flat-rate costs: not applicable]*

- (v) *[declared on the basis of [an amount per [unit]][a lump sum][a flat-rate] calculated in accordance with the partner's usual cost accounting practices ("reimbursement of costs declared on the basis of the partner's usual cost accounting practices") for the [following categories of costs] [for [the partner] [and] [the following affiliated entities]: [...]] [reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable]*
- (b) *[A unit contribution of EUR [...] per [unit] ("unit contribution") to cover the [following categories of eligible costs] [for [the partner] [and] [the following affiliated entities]: [...]] [unit contribution: not applicable]*
- (c) **A lump sum contribution of EUR [...] ("lump sum contribution") to cover the categories of eligible costs for the partner as stated in Article I.9.2 and II.19 of the Framework agreement.**

ARTICLE 4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

4.1 Reporting periods, payments *[and additional supporting documents]*

In addition to the provisions set out in Articles II.23 and II.24 of the Framework agreement, the following reporting and payment arrangements shall apply:

- [Upon entry into force of the Specific agreement, a pre-financing payment of [EUR [...]] [[...]]% of the maximum amount specified in Article 3] shall be paid to the partner.
- Sole reporting period from [date/month] to the end of the period set out in Article 2.2: The balance shall be paid to the partner, subject to the receipt of a Final implementation report ("operational verification report") in accordance with Article II.23.2(e) of the Framework agreement and to the receipt of a certificate on the financial statements and underlying accounts ("certificate on the financial statements") in accordance with Article II.23.2(d) of the Framework agreement.

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.

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 the provisions of Article [I.XX] of the framework agreement for the calculation of the actual eligible costs, in accordance with Article 6.1 of the Implementing Provisions to Cedefop's Financial Rules. The exchange rate that Cedefop shall apply to the actual eligible costs, and to which the partner should refer in

managing, monitoring and reporting on the implementation of the SGA, will be that of the first month of the eligibility period referred to in Article 2.

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.

4.2 Time limit for payments

The time limit for Cedefop to make payment of the balance is 60 days.

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

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

ARTICLE 5 – BANK ACCOUNT FOR PAYMENTS

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

Name of bank: [...]

Address of branch: [...]

Precise denomination of the account holder: [...]

Full account number (including bank codes): [...]

[IBAN code: [...]]

[ARTICLE XX – ENTITIES AFFILIATED TO THE PARTNER

For the purposes of the Specific agreement the following entities are considered as affiliated entities to the partner:

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

[idem for further affiliated entities

The partner shall inform the Commission immediately of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name and address.]

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

Without prejudice to Article II.3 and II.8 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.*

ARTICLE XX - SUBORDINATION OF THIS AMENDED SPECIFIC AGREEMENT

This Specific Agreement shall be governed by the amended Framework Agreement signed on (..).

SIGNATURES

For the partner

[function/ forename / surname]

[signature]

Done at [place], [date]

In duplicate in English

For Cedefop

[forename /surname]

[signature]

Done at [place], [date]