

# FRAMEWORK PARTNERSHIP AGREEMENT

FRAMEWORK AGREEMENT NUMBER [...]

The European Centre for the Development of Vocational Training, hereinafter referred to as “Cedefop”, which is represented for the purposes of signature of this framework agreement by Mr Manfred Tessaring, Head of 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 [name, forename 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 the European Network of Reference and Expertise 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:

- |                 |                                       |
|-----------------|---------------------------------------|
| <b>Annex I</b>  | Actions planned under the partnership |
| <b>Annex II</b> | 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**

[.....]

## **I - SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

- I.1.1 The framework agreement is concluded as part of an ongoing, formalised relationship of cooperation between Cedefop and the partner ("the partnership") on the basis of Community objectives and an action plan set out in Annex I.
- 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 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 programme 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 programme 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 a Community 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 authorised 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 [.....]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 above-mentioned 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. Cofinancing amounting to not less than [.....]of the estimated total [*eligible*] cost of the action shall be required for each action for which Cedefop grant is awarded.

The partner must provide proof of the amount of cofinancing provided. The cofinancing may be provided either from the partner's own resources 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**

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: [...]]

### **ARTICLE I.6 - GENERAL ADMINISTRATIVE PROVISIONS**

Any communication 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:

#### **For Cedefop:**

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

#### Cedefop:

European Centre for the Development of Vocational Training (Cedefop)  
Procurement Service

George Paraskevaïdis  
PO Box 22427  
GR-55102 Thessaloniki

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

European Centre for the Development of Vocational Training (Cedefop)  
Manfred Tessaring  
PO Box 22427  
GR-55102 Thessaloniki

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.

**For the partner:**

Mr/Ms (...)  
[Function]  
[Official denomination]  
[Full official address]

**ARTICLE I.7 - LAW APPLICABLE AND COMPETENT COURT**

Grants are governed by the terms of the framework agreement and specific agreements, the Community rules applicable and, on a secondary level, by the law of [country of the seat of the authorising officer responsible under the internal rules on the execution of the general budget of the European Communities] relating to grants.

The partner may bring legal proceedings regarding decisions by Cedefop concerning the application of the provisions of the above-mentioned agreements and the arrangements for implementing them before the Court of First Instance of the European Communities and, in the event of appeal, the Court of Justice of the European Communities.

**ARTICLE I.8 – DATA PROTECTION**

All personal data contained in the framework agreement and specific agreements, or related to these agreements and their implementation, shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the framework agreement and specific agreements by [body responsible for checking data], without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation.

Partners may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. Partners should address any questions regarding the processing of their personal data to [body responsible for checking

data]. Partners may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

**[ARTICLE 1.9 – OTHER SPECIAL CONDITIONS]**

*[The following special conditions apply to this agreement:]*

*The partner shall submit the payment requests in accordance with article 5 of the specific agreement [or the equivalent article in the framework agreement], including the underlying financial statements, in euro. By way of derogation from Article II.17.1, any conversion of actual costs into euro shall be made by the partner at the monthly accounting rate established by the Commission and published on its website on the day when the [payment request in accordance with Article 5 of the specific agreement [or the equivalent article in the framework agreement] is submitted] [cost was [incurred] [paid]].]*

## **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 programmes jointly agreed between the parties;
- make every effort to achieve in practice the above-mentioned common general objectives in each action for which a Cedefop grant is awarded;
- maintain relations of mutual cooperation 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 cooperate 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**

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.

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. 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, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

### **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 Community.

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 authorises 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 Community programme concerned, the partner undertakes to make available to Cedefop and/or persons authorised by it all such documents or information 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. 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 advice of delivery 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 seek competitive tenders from potential contractors and award the contract to the bid offering best value for money; in doing so he shall observe the principles of transparency and equal treatment of potential contractors and 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**

Claims against Cedefop may not be transferred.

In exceptional circumstances, where the situation warrants it, Cedefop may authorise the assignment to a third party of the specific agreements and any payments flowing from them, 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 authorisation, 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.

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

## **ARTICLE II.12 – TERMINATION**

### **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 framework agreement or the specific agreements substantially or to call into question the decision to award the framework agreement or the related grants;

- (b) if the partner fails to fulfil a substantial obligation incumbent on him under the terms of the framework agreement or specific agreements, including their annexes;
- (c) in the event of force majeure, notified in accordance with Article II.9, or if an action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.8;
- (d) if the partner is declared bankrupt, being wound up or is the subject of any other similar proceedings;
- (e) if the partner is found guilty of an offence involving his professional conduct by a definitive court judgement or if he is guilty of grave professional misconduct proven by any justified means;
- (f) if the partner is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in a specific agreement;
- (g) if the partner has intentionally or by negligence committed a substantial irregularity in performing the framework agreement or related specific agreements or in the event of fraud, corruption or any other illegal activity by the partner to the detriment of the European Communities' financial interests. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission by the partner which causes or might cause a loss to the Community budget.

### **II.12.3 Termination procedure**

The procedure is initiated by registered letter with advice of delivery or equivalent.

In the cases referred to in points (a), (b) and (d) of paragraph 2, 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), (e), (f) and (g) of paragraph 2, 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 advice of delivery 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 (e), (f) or (g) of paragraph 2, 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**

By virtue of the Financial Regulation applicable to the general budget of the European Communities, any beneficiary 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. This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first.

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 To be considered eligible for Community funding, costs must satisfy the following general criteria:

- they must be connected with the subject of the specific agreement and they must be provided for in the estimated budget annexed to it;
- they must be necessary for carrying out the action covered by the specific agreement;
- they must be reasonable and justified and they must accord with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness;
- they must be generated during the period of eligibility for Community funding as specified in the specific agreement;
- they must be actually incurred by the partner, be recorded in his accounts in accordance with the applicable accounting principles, and be declared in accordance with the requirements of the applicable tax and social legislation;
- they must be identifiable and verifiable.

The partner's internal accounting and 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 that 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;
- 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 Community 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 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%<sup>1</sup> 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 liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the partner can show that he is unable to recover it;
- costs declared by the partner and covered by another action or work programme receiving a Community grant;
- excessive or reckless expenditure.

II.15.5 Contributions in kind shall not count as actual expenditure by the partner and shall not constitute eligible costs. In the case of cofinancing in the form of contributions in kind complying with the conditions laid down in Article I.4, 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 cofinancing 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.

---

<sup>1</sup> The 7% ceiling may be exceeded by a reasoned Cedefop decision (where appropriate, provision for this should be included in the Special Conditions and the specific agreement).

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 furnish a financial guarantee from a bank or an approved financial institution established in one of the Member States of the European Union.<sup>2</sup>

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

The financial guarantee shall remain in force until final payments by Cedefop match the proportion of the total grant accounted for by pre-financing. Cedefop undertakes to release the guarantee within 30 days following that date.

### **II.16.2 Further pre-financing payments**

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**

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 prefinancing.

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:

---

<sup>2</sup> When the partner is established in a third country, the authorising officer responsible may agree that a bank or a financial institution established in that third country may provide the guarantee if he considers that the bank or financial institution offers equivalent security and characteristics as those offered by a bank or a financial institution established in a Member State. In exceptional cases, the guarantee may be replaced by a personal joint security provided by a third party (where appropriate, provision for this should be included in the Special Conditions and the specific agreement).

- 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 purpose of the audit is to certify that the financial documents submitted to Cedefop by the partner comply with the financial provisions of the framework agreement and the specific agreement, that the costs declared are the actual costs, and that all receipts have been declared.

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. If an external audit of the action's accounts is not required, the partner himself shall certify that the financial documents submitted to Cedefop comply with the financial provisions of the framework agreement and the specific agreement, that the costs declared are the actual costs, and that all receipts have been declared.

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 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. 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.

If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information.

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 purpose of the audit is to certify that the financial documents submitted to Cedefop by the partner comply with the financial provisions of the framework agreement and the specific agreement, that the costs declared are the actual costs, and that all receipts have been declared.

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. If an external audit of the action's accounts is not required, the partner himself shall certify that the financial documents submitted to Cedefop comply with the financial provisions of the framework agreement and the specific agreement, that the costs declared are the actual costs, and that all receipts have been declared.

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. 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.

If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information.

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).

## **ARTICLE II.17 - GENERAL PROVISIONS ON PAYMENTS**

II.17.1 Payments shall be made by Cedefop in euros. Any conversion of actual costs into euros 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 Cedefop 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 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 and additional checks are being conducted.

Cedefop may also 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 shall inform the partner of any such suspension by registered letter with advice of delivery or equivalent. 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 may, within two months

following the date of receipt of a late payment, request payment of interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, 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 European Union.

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.

II.17.4 The partner shall inform Cedefop of the amount of any interest or equivalent benefits yielded by the pre-financing it has received from Cedefop. Notification must be made annually if the interest in question represents a significant amount, and in any event when the request is made for interim payment or for payment of the balance that clears the pre-financing. The interest shall not be treated as a receipt for the action within the meaning of Article II.18.4. 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 Community legislation 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 costs eligible 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 Community 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 beneficiary'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 Community 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-Community resources.

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

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.

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, after informing him accordingly by registered letter with advice of delivery 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 Communities, 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 256 of the Treaty establishing the European Community, 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 Court of First Instance of the European Communities.

## **ARTICLE II.20 - CHECKS AND AUDITS**

II.20.1 The partner undertakes to provide any detailed information 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 Community law for the protection of the financial interests of the European Communities against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by Cedefop.

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

## SIGNATURES

For the partner

[name / forename / *function*]

[signature]

Done at [place],

[date]

In duplicate in English

For Cedefop

Manfred Tessaring  
Head of Research and  
Policy Analysis

[signature]

Done at Thessaloniki,

[date]

**ANNEX I - ACTIONS PLANNED UNDER THE PARTNERSHIP**