European Centre for the Development of Vocational Training

FRAMEWORK PARTNERSHIP AGREEMENT

AGREEMENT NUMBER – […]

This Framework Partnership Agreement ("the Framework 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, hereinafter referred to as "Cedefop", represented for the purposes of signature of this Framework agreement by Mr Loukas Zahilas, Head of Department for VET Systems and Institutions,

and

on the other part,

"the partner"

[full official name] [ACRONYM]

[official legal status or form][1]

[official registration No][2]

[official address in full]

[VAT number],

represented for the purposes of signature of this Framework agreement by [function, forename and surname]

The parties referred to above

HAVE AGREED

to the Special Conditions ("the Special Conditions") and the following Annexes:

Annex I Action plan

[1] To be deleted or filled in according to the "Legal Entity" form.

[2] To be deleted or filled in according to the "Legal Entity" form.

Annex II General Conditions (“the General Conditions”)

Annex III Model specific grant agreement

Annex IV Model technical report

Annex V Model financial statement

Annex VI Model terms of reference for the certificate on the financial statements: **not applicable**

Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: **not applicable**

which form an integral part of this Framework agreement.

The provisions in the Special Conditions of the Framework agreement, of which the Preamble forms an integral part, take precedence over its Annexes.

The provisions in Annex II "General Conditions" take precedence over the other Annexes.

PREAMBLE

Cedefop is the European Union's agency for vocational education and training (VET). With its research and analyses, it supports the European Cedefop, EU member states and social partners in designing and implementing VET policies, with a focus on how best to link education and employment.

European labour markets have been unsettled by globalisation, technological advances and demographic changes (ageing of the population and immigration). The economic downturn of the last decade has increased social inequality and geographical disparity. To address the economic, social, technological and environmental challenges, structural reforms both of labour markets and education and training systems are needed.

In this context, vocational education and training can help get people (back) into work and promote equality, inclusion and solidarity. VET is a pillar of lifelong learning, providing young people with an initial qualification and adults with upskilling options. VET caters both for the brightest, offering them interesting career prospects, and the most vulnerable, opening different pathways into the labour market.

Cedefop's work can be divided into three main strands:

Shaping VET

VET systems and institutions must be relevant to individual and labour market needs. Cedefop fosters their renewal and modernisation in response to emerging policy needs and priorities. It monitors labour market changes and policy implementation in the EU member states and reports on these.

VET systems need to take into account learning acquired in different ways and at different times and allow people to move between countries and sectors. Cedefop promotes the use of European tools such as qualifications frameworks which allow Europeans working or learning abroad to 'take their qualifications with them' by facilitating understanding and recognition of these.

Valuing VET

The ultimate goal of VET policy is to meet the needs of individuals: to strengthen their employability, help them find and keep jobs and allow them to make a good living. At individual countries' request, Cedefop reviews their VET policies and programmes to support effective implementation of European policies (e.g. work-based learning and apprenticeships) and policy learning between countries.

With its work on guidance and the validation of non-formal and informal learning, Cedefop promotes access to VET. It supports the inclusive role of VET by facilitating the (re)integration into education and training of low-skilled and other vulnerable groups.

Informing VET

Cedefop looks into how socio-economic and demographic trends affect employment, the nature of jobs and the demand for skills in the labour market. It forecasts future skills needs and supply to help individuals, employers and policy-makers to make informed decisions about education, training and careers. It identifies policies and practices to help policy-makers and VET providers address skills mismatches.

Cedefop supports countries to develop their own intelligence and data on skills and employment needs.

Cedefop's information

Cedefop shares its expertise through its publications, networks, conferences, seminars and web portal www.cedefop.europa.eu. All Cedefop publications are available for download. Cedefop hosts and organises conferences and events throughout the year.

In addition to its web portal www.cedefop.europa.eu, Cedefop's work can be followed on Facebook at www.facebook.com/cedefop and Twitter at www.twitter.com/cedefop.

REFERNET: CEDEFOP'S EUROPEAN NETWORK OF EXPERTISE ON VET

Refernet is Cedefop's European network of expertise on VET. It was set up in 2002 to meet the growing demand for comparative information about VET systems, developments and policies at the time. The network covers EU member states, Iceland and Norway. Each country is represented by a key organisation involved in VET and/or VET-related research and analysis referred to as the national ReferNet partner.

ReferNet is part of Cedefop's work programme and is therefore subject to decisions of Cedefop's Governing Board and the budgetary authorities. It is regularly evaluated to ensure that the resources allocated are used efficiently and economically, in keeping with the objectives set for the network and with the policy agenda and strategy of Cedefop.

ReferNet's mission is to support cooperation in VET-related issues between the EU (Cedefop) and the member states and associated countries, but also among member states, to facilitate the flow of information between the EU and the individual countries and so ensure mutual awareness of EU and national VET developments.

Currently ReferNet supports Cedefop in monitoring, assessing and reporting on countries' progress, in implementing joint priorities for VET agreed under the so-called 'Copenhagen

process' ([3]), which aims at strengthening European cooperation in VET and VET's contribution to reaching the goals of Europe's strategy for 2020 ([4]).

ReferNet supports Cedefop by

(a) reporting on national VET systems and VET-related policy developments; and

(b) raising the visibility of VET and disseminating information on VET and related issues.

ReferNet informs on VET's role, purpose, governance and structure. It provides insights in developments and trends in VET-related policies, and analyses of how each country is progressing in its implementation of common European policy objectives.

ReferNet is a platform to exchange information, share practices and ideas and promote understanding of different VET challenges in the partner countries. Working together provides a stronger evidence base on VET and related issues in Europe. Closer cooperation across the EU will also contribute to raising awareness on the value of VET. ReferNet partners benefit from thematic discussions, peer learning and information exchange. The work also supports the visibility of VET at the national level ([5]).

National ReferNet partners are supported by 'national representatives for ReferNet' nominated by their governments (see Definitions above). On behalf of the national government the national representative for ReferNet validates information by the partner, whenever such validation is deemed necessary. In particular, information on national VET systems and policy developments needs to be validated, to ensure that it is accurate and in accordance with national policies and strategies.

ReferNet activities require cooperation with a broad range of national VET stakeholders. Cedefop recommends national ReferNet partners to set up a national consortium of key VET institutions, social partners and VET researchers and mobilise expertise of consortium members to carry out activities. The consortium may also contribute to disseminating widely information on VET and Cedefop's products.

Further information on ReferNet can be found at
http://www.cedefop.europa.eu/EN/about-cedefop/networks/refernet/index.aspx

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([3]) 'Copenhagen Process' related documents http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1433247701905&uri=URISERV:ef0018

([4]) European Cedefop (2010), *Europe 2020: a strategy for smart, sustainable and inclusive growth* http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2010:2020:FIN:EN:PDF *Europe 2020: a new European strategy for jobs and growth: European Council Presidency Conclusions 25-26 March 2010* http://ec.europa.eu/research/era/docs/en/era-partnership-council-of-the-eu-03-2010.pdf

([5]) Cedefop (2019), *Skillset and match: Cedefop's magazine promoting learning for work*, May 2019, p. 17, https://www.cedefop.europa.eu/en/publications-and-resources/publications/9138 and Cedefop (2019), *Skillset and match*, January 2019, p. 17Framework, https://www.cedefop.europa.eu/en/publications-and-resources/publications/9134

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE FRAMEWORK AGREEMENT – AWARD OF SPECIFIC GRANTS 8

ARTICLE I.2 – ENTRY INTO FORCE OF THE FRAMEWORK AGREEMENT AND DURATION OF THE PARTERNSHIP 9

ARTICLE I.3 - DATA CONTROLLER 9

ARTICLE I.4 – ENTITIES AFFILIATED TO THE PARTNER 9

ARTICLE I.5 –SETTLEMENT OF DISPUTES WITH THE NON EU PARTNER 9

ARTICLE II.1 - DEFINITIONS 13

ARTICLE II.2 – GENERAL OBLIGATIONS OF THE PARTNER 14

ARTICLE II.3 – COMMUNICATIONS BETWEEN THE PARTIES 15

ARTICLE II.4 – LIABILITY FOR DAMAGES 16

ARTICLE II.5 – CONFLICT OF INTERESTS 16

ARTICLE II.6 – CONFIDENTIALITY 16

ARTICLE II.7 – PROCESSING OF PERSONAL DATA 17

ARTICLE II.8 – VISIBILITY OF UNION FUNDING 18

ARTICLE II.9 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS) 18

ARTICLE II.10 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF AN ACTION 20

ARTICLE II.11 – SUBCONTRACTING OF TASKS FORMING PART OF AN ACTION 20

ARTICLE II.12 - FINANCIAL SUPPORT TO THIRD PARTIES 21

ARTICLE II.13 – AMENDMENTS TO THE FRAMEWORK AGREEMENT AND THE SPECIFIC AGREEMENTS 22

ARTICLE II.14 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES 22

ARTICLE II.15 – FORCE MAJEURE 23

ARTICLE II.16 – SUSPENSION OF THE IMPLEMENTATION 23

ARTICLE II.17 – TERMINATION OF THE FRAMEWORK AGREEMENT AND THE SPECIFIC AGREEMENTS 25

ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONs 29

PART B – FINANCIAL PROVISIONS 30

ARTICLE II.19 – ELIGIBLE COSTS 30

ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED 32

ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE PARTNER 35

ARTICLE II.22 – BUDGET TRANSFERS 35

ARTICLE II.23 – NON-COMPLIANCE WITH THE REPORTING OBLIGATIONS 36

ARTICLE II.24 – SUSPENSION OF PAYMENTS AND TIME LIMIT FOR PAYMENT 36

ARTICLE II.25 – CALCULATION OF THE FINAL AMOUNT OF A SPECIFIC GRANT 38

ARTICLE II.26 – RECOVERY 41

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION 42

ARTICLE I.1 – SUBJECT MATTER OF THE FRAMEWORK AGREEMENT – AWARD OF SPECIFIC GRANTS

I.1.1 Subject matter of the Framework agreement

I.1.1.1 The Framework agreement is concluded as part of a long-term cooperation between the Commission and the partner ("the partnership") with the aim to contribute to the objectives of the Union policy in the field of VET as referred to in the Preamble.

The Framework agreement defines the general rights and obligations of the parties in implementing their partnership.

I.1.1.2 The partnership must be implemented in compliance with the *Action* plan set out in Annex I.

The partner must submit each year an Annual action programme which must be jointly agreed by the parties. The Annual action programme must be in line with the Action plan set out in Annex I and serves as a basis for the award of any specific grants during the year in question. The Annual action programme must be submitted before the start of the partner's corresponding financial year.

I.1.1.3 For the purposes of implementing the partnership the Commission may award to the partner specific grants for an action.

The Framework agreement applies to any specific grant awarded for implementation of the partnership and to the respective specific grant agreements ("Specific agreements") concluded between the parties.

Signature of the Framework agreement does not give rise to any obligation of the Commission to award specific grants. It does not affect the partner's participation in other calls for proposals for the purposes of award of grants outside the scope of the Action plan set out in Annex I.

I.1.1.4 Articles II.13.4 and point (ii) of Article II.25.3(a) do not apply.]

I.1.2 Procedure for award of specific grants

Cedefop may consult its partner in order to obtain a proposal for an action in line with the Action plan set out in Annex. Such consultation must take place on the basis of an invitation to submit a proposal. The *invitation* must define the *selection and* award criteria to be applied. The partner is not obliged to submit a proposal in response to such a consultation.

I.1.3 Conclusion of Specific agreements

Where the Commission decides to award a specific grant, it proposes to the partner to sign a Specific agreement in accordance with the model set out in Annex III. The Specific agreement must be signed by the authorized representatives of the parties.

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

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 continue to apply to the implementation of the Specific agreements governed by the Framework agreement.

ARTICLE I.2 – ENTRY INTO FORCE OF THE FRAMEWORK AGREEMENT AND DURATION OF THE PARTERNSHIP

I.2.1 The Framework agreement enters into force on the date on which the last party signs it.

I.2.2 The Framework agreement is concluded for forty-six (46) months starting from the date of its entry into force.

ARTICLE I.3 - DATA CONTROLLER

The entity acting as a data controller as provided for in Article II.7 is:

(a) the data controller is Cedefop, represented by its Executive Director.
(b) the data protection notice is available at: http://www.cedefop.europa.eu/files/privacy_statement_on_the_protection_of_personal_data_in_relation_to_public_procurement.pdf

ARTICLE I.4 – ENTITIES AFFILIATED TO THE PARTNER

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

- [name of the entity];

ARTICLE I.5 –SETTLEMENT OF DISPUTES WITH THE NON EU PARTNER

This provision applies where the partner is legally established in a country other than a Member State of the European Union (the ‘non-EU partner’).

As an exception to Article II.18.2, any of the parties (Cedefop or the non-EU partner) may bring before the Courts of Justice of the European Union Courts any dispute between them concerning the interpretation, application or validity of the Framework agreement or any Specific agreement, if such dispute cannot be settled amicably.

Where one party has brought proceedings before the Courts of Justice of the European Union Courts, the other party may not bring a claim arising from the interpretation, application or validity of the Framework agreement or any Specific agreement in any other court than the Courts of Justice of the European Union before which the proceedings have already been brought.

I.6 APPLICABLE LAW

As an exception to Article II.18.1, the Framework agreement and any Specific agreement is governed by the applicable Union law, complemented where necessary by the law of Greece.

ARTICLE 1.7 - PARTICIPATION IN MEETINGS CONVENED BY CEDEFOP

By derogation to Article 11.19.2 — Eligible direct costs, participation in meetings convened by Cedefop will be reimbursed in accordance with Cedefop's rules for the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside the Centre invited to meetings (DIR/RB(20131)02344).

ARTICLE 1.8 - NON-PERFORMANCE OF ACTIVITIES

Without prejudice to Article 11.25.4, should the partner not perform all activities foreseen in the annual grant agreement, the grant amount will be reduced proportionally in due consideration of the costs estimations breakdown provided by the partner in the respective annual grant application.

SIGNATURES

For the partner	For Cedefop,
[*function*/forename/surname]	Loukas Zahilas, Head of DSI
[signature]	[signature]
Done at , ……..[date]	Done at Thessaloniki,…….[date]

In duplicate in English

ANNEX II - GENERAL CONDITIONS

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS 13

ARTICLE II.1 - DEFINITIONS 13

ARTICLE II.2 – GENERAL OBLIGATIONS OF THE PARTNER 14

ARTICLE II.3 – COMMUNICATIONS BETWEEN THE PARTIES 15

ARTICLE II.4 – LIABILITY FOR DAMAGES 16

ARTICLE II.5 – CONFLICT OF INTERESTS 16

ARTICLE II.6 – CONFIDENTIALITY 16

ARTICLE II.7 – PROCESSING OF PERSONAL DATA 17

ARTICLE II.8 – VISIBILITY OF UNION FUNDING 18

ARTICLE II.9 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS) 18

ARTICLE II.10 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF AN ACTION 20

ARTICLE II.11 – SUBCONTRACTING OF TASKS FORMING PART OF AN ACTION 20

ARTICLE II.12 - FINANCIAL SUPPORT TO THIRD PARTIES 21

ARTICLE II.13 – AMENDMENTS TO THE FRAMEWORK AGREEMENT AND THE SPECIFIC AGREEMENTS 22

ARTICLE II.14 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES 22

ARTICLE II.15 – FORCE MAJEURE 23

ARTICLE II.16 – SUSPENSION OF THE IMPLEMENTATION 23

ARTICLE II.17 – TERMINATION OF THE FRAMEWORK AGREEMENT AND THE SPECIFIC AGREEMENTS 25

ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONs 29

PART B – FINANCIAL PROVISIONS 30

ARTICLE II.19 – ELIGIBLE COSTS 30

ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED 32

ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE PARTNER 35

ARTICLE II.22 – BUDGET TRANSFERS 35

ARTICLE II.23 – NON-COMPLIANCE WITH THE REPORTING OBLIGATIONS 36

ARTICLE II.24 – SUSPENSION OF PAYMENTS AND TIME LImit FOR PAYMENT ... 36

ARTICLE II.25 – CALCULATION OF THE FINAL AMOUNT OF A SPECIFIC GRANT 38

ARTICLE II.26 – RECOVERY 41

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION 42

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 - DEFINITIONS

The following definitions apply for the purpose of the Framework agreement and the Specific agreements:

'Action': in case of a specific ***grant for an action***, the term refers to the set of activities or the project for which the grant is awarded; in case of an ***operating grant***, the term refers to the work programme for which the specific grant is awarded;

'Breach of obligations': failure by the partner to fulfil one or more of its contractual obligations;

'Confidential information or document': any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Framework agreement or a Specific agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available;

'Conflict of interests': a situation where the impartial and objective implementation of the Framework agreement or a Specific agreement by the partner is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest, or any other shared interest with the Commission or any third party related to the subject matter of the Framework agreement or a Specific agreement;

'Direct costs': those specific costs which are directly linked to the implementation of the *action* and can therefore be attributed directly to it. They may not include any *indirect costs*;

'Force majeure': any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Framework agreement or a Specific agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as *force majeure*: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of *force majeure*;

'Formal notification': form of communication between the parties made in writing by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient;

'Fraud': any act or omission relating to the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, the non-disclosure of information in violation of a specific obligation, with the same effect or the misapplication of such funds or assets for purposes other than those for which they were originally granted;

'Grave professional misconduct': a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a

person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence;

'Implementation period': the period of implementation of the Framework agreement as specified in I.2.2 or the period of implementation of the activities forming part of the *action*, as specified in Article 2.2 of the Specific agreement;

'Indirect costs': those costs which are not specific costs directly linked to the implementation of the *action* and which therefore cannot be attributed directly to it. They may not include any costs identifiable or declared as eligible *direct costs*;

'Irregularity': any infringement of a provision of Union law resulting from an act or omission by the partner, which has, or would have the effect of prejudicing the Union's budget;

'Maximum amount of the grant': the maximum EU contribution to the *action*, as defined in Article 3.1 of the Specific agreement;

'Pre-existing material': any materials, document, technology or know-how which exists prior to the partner using it for the production of a result in the implementation of the *action*;

'Pre-existing right': any industrial and intellectual property right on *pre-existing material*; it may consist in a right of ownership, a licence right and/or a right of use belonging to the partner or any other third parties;

'Related person': any natural or legal person who is a member of the administrative, management or supervisory body of the partner or who has the power to represent the partner or to take decisions on its behalf;

'Starting date': the date on which the implementation of the *action* starts as provided for in Article 2.2 of the Specific agreement;

'Subcontract': a procurement contract within the meaning of Article II.10, which covers the implementation by a third party of tasks forming part of the *action* as described in Annex I of the Specific agreement;

ARTICLE II.2 – GENERAL OBLIGATIONS OF THE PARTNER

The partner must:

(a) respect the common general objectives that formed the basis for establishing the partnership, as mentioned in the Preamble and in the *Action* plan set out in Annex I, and endeavour to achieve in practice those objectives in each *action* for which a specific grant is awarded;

(b) maintain relations of mutual co-operation and regular and transparent exchanges of information with the Commission on the implementation and the follow-up to implementation of the *Action* plan set out in Annex I and of any specific grant awarded by the Commission under the Framework agreement, as well as on other matters of common interest related to the Framework agreement;

(c) comply with any legal obligations it is bound by under applicable EU, international and national law;

(d) carry out the *actions*, for which specific grants were awarded, in accordance with the terms and conditions of the Framework agreement and the Specific agreements;
(e) inform the Commission immediately of any events or circumstances of which the partner is aware, that are likely to affect or delay the implementation of an *action*;
(f) inform the Commission immediately:
  (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
  (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative.
  (iii) of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for its affiliated entities;

ARTICLE II.3 – COMMUNICATIONS BETWEEN THE PARTIES

II.3.1 Form and means of communications

Any communication relating to the Framework agreement or a Specific agreement or to their implementation must:

(a) be made in writing (in paper or electronic form);

(b) bear the number of the agreement concerned; and

(c) be made using the communication details identified in Article 7 of the Specific agreement.

If a party requests written confirmation of an electronic communication within a reasonable time, the sender must provide an original signed paper version of the communication as soon as possible.

II.3.2 Date of communications

Any communication is considered to have been made when the receiving party receives it, unless the Framework agreement or the Specific agreement states that communication is considered to have been made on the date when the communication was sent.

Email is considered to have been received by the receiving party on the day of dispatch of that e-mail, provided that it is sent to the email address indicated in Article 7 of the Specific agreement. The sending party must be able to prove the date of dispatch. If the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission using the postal or courier services is considered to have been received by the Commission on the date on which it is registered by the department identified in Article 7.1 of the Specific agreement.

Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.]

ARTICLE II.4 – LIABILITY FOR DAMAGES

II.4.1 The Commission may not be held liable for any damage caused or sustained by the partner, including any damage caused to third parties as a consequence of or during the implementation of an *action*.

II.4.2 Except in cases of *force majeure*, the partner must compensate the Commission for any damage it sustains as a result of the implementation of an *action* or because an *action* was not implemented in full compliance with the Framework agreement or the Specific agreement.

ARTICLE II.5 – CONFLICT OF INTERESTS

II.5.1 The partner must take all necessary measures to prevent any situation of *conflict of interests*.

II.5.2 The partner must inform the Commission without delay of any situation constituting or likely to lead to a *conflict of interests*. It must take immediately all the necessary steps to rectify this situation.

The Commission may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

ARTICLE II.6 – CONFIDENTIALITY

II.6.1 During implementation of the *action* and for five years after the payment of the balance, the parties must treat with confidentiality any *confidential information and documents*.

II.6.2 The parties may only use *confidential information and documents* for a reason other than to fulfil their obligations under the Framework agreement and the Specific agreement if they have first obtained the prior written agreement of the other party.

II.6.3 The confidentiality obligations do not apply if:

(a) the disclosing party agrees to release the other party from those obligations;

(b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligations;

(c) the disclosure of the *confidential information or documents* is required by law.

ARTICLE II.7 – PROCESSING OF PERSONAL DATA

II.7.1 Processing of personal data by the Commission

Any personal data included in the Framework agreement and the Specific agreements must be processed by the Commission in accordance with Regulation (EU) No 2018/1725.[6]

Such data must be processed by the data controller identified in Article I.3 solely for implementing, managing and monitoring the Framework agreement and the Specific agreements or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article II.27.

The partner has the right to access rectify or erase its own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) No 2018/1725. For this purpose, it must send any queries about the processing of its personal data to the data controller identified in Article I.3.

The partner may have recourse at any time to the European Data Protection Supervisor.

II.7.2 Processing of personal data by the partner

The partner must process personal data under the Framework agreement and the Specific agreements in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The partner may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Framework agreement and the Specific agreements. The partner must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The partner must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

(a) the pseudonymisation and encryption of personal data;
(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
(e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

[6] Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

ARTICLE II.8 – VISIBILITY OF UNION FUNDING

II.8.1 Information on Union funding and use of the European Union emblem

Unless the Commission requests or agrees otherwise, any communication or publication made by the partner that relates to an *action*, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form etc.), must

(a) indicate that the *action* has received funding from the Union; and
(b) display the European Union emblem.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer on the partner a right of exclusive use. The partner may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the partner may use the European Union emblem without first obtaining permission from the Commission.

II.8.2 Disclaimers excluding Commission responsibility

Any communication or publication that relates to an *action*, made by the partner in any form and using any means, must indicate:

(a) that it reflects only the author's view; and
(b) that the Commission is not responsible for any use that may be made of the information it contains.

ARTICLE II.9 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.9.1 Ownership of the results by the partner

The partner retains ownership of the results of the *action*, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Specific agreement.

II.9.2 Pre-existing rights

If the Commission sends the partner a written request specifying which of the results it intends to use, the partner must:

(a) establish a list specifying all *pre-existing rights* included in those results; and

(b) provide this list to the Commission at the latest with the request for payment of the balance.

The partner must ensure that it or its affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Specific agreement.

II.9.3 Rights of use of the results and of pre-existing rights by the Union

The partner grants the Union the following rights to use the results of an *action*:

(i) for its own purposes and in particular to make available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;

(ii) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;

(iii) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;

(iv) distribution: the right to authorise any form of distribution of results or copies of the results to the public;

(v) adaptation: the right to modify the results;

(vi) translation;

(vii) the right to store and archive the results in line with the document management rules applicable to the Commission, including digitisation or converting the format for preservation or new use purposes;

(viii) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms ‘reuse’ and ‘document’ have the meanings given to them by Decision 2011/833/EU.

The above rights of use may be further specified in the Specific agreement.

Additional rights of use for the Union may be provided for in the Specific agreement.

The partner must ensure that the Union has the right to use any *pre-existing rights* included in the results of an *action*. The *pre-existing rights* must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the *action*, unless specified otherwise in the Specific agreement.

Information about the copyright owner must be inserted in cases where the result is divulged by the Union. The copyright information must read: ‘© — year — name of the copyright owner. All rights reserved. Licenced to the European Union under conditions.’.

If the partner grants rights of use to the Commission, this does not affect its confidentiality obligations under Article II.6 or the partner's obligations under Article II.2.

ARTICLE II.10 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF AN ACTION

II.10.1 If the implementation of an *action* requires the partner to procure goods, works or services, it may award the contract in accordance with their usual purchasing practices provided that the contract is awarded to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it must avoid any *conflict of interests*.

The partner must ensure that Article II.27 is also applicable to the partners' contractors, in particular that the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 towards the contractors.

II.10.2 The partner that is a "contracting authority" within the meaning of Directive 2014/24/EU[7] or "contracting authority" within the meaning of Directive 2014/25/EU[8] must comply with the applicable national public procurement rules.

The partner must ensure that the conditions applicable to it under Articles II.4, II.5, II.6 and II.9 are also applicable to the contractor.

II.10.3 The partner remains solely responsible for carrying out the *action* concerned and for compliance with the Framework agreement and the Specific agreement.

II.10.4 If the partner *breaches its obligations* under Article II.10.1 the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (c), (d) and (e).
If the partner *breaches its obligations* under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.11 – SUBCONTRACTING OF TASKS FORMING PART OF AN ACTION

II.11.1 The partner may *subcontract* tasks forming part of an *action*. If it does so, it must ensure that, in addition to the conditions specified in Article II.10, the following conditions are also complied with:

(a) *subcontracting* does not cover core tasks of the *action*;

(b) recourse to *subcontracting* is justified because of the nature of the *action* and what is necessary for its implementation;

[7] Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

[8] Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

(c) the estimated costs of the *subcontracting* are clearly identifiable in the estimated budget set out in Annex II of the Specific agreement;

(d) any recourse to *subcontracting*, if not provided for in Annex I of the Specific agreement, is communicated by the partner and approved by the Commission. The Commission may grant approval:

(i) before any recourse to *subcontracting*, if the partner requests an amendment as provided for in Article II.13; or

(ii) after recourse to *subcontracting* if the *subcontracting:*

- is specifically justified in the: interim or final technical report referred to in Articles 4.3 and 4.4 of the Specific agreement; and
- does not entail changes to the Framework agreement or the Specific agreement which would call into question the decision to establish the framework partnership or to award the specific grant or which would be contrary to the equal treatment of applicants;

(e) the partner ensures that the conditions applicable to it under Article II.8 are also applicable to the subcontractors.

II.11.2 If the partner *breaches its obligations* under Article II.11.1 (a), (b), (c) or (d), the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (f).

If the partner *breaches its obligation* under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.12 - FINANCIAL SUPPORT TO THIRD PARTIES

II.12.1 If, while implementing an *action* the partner has to give financial support to third parties, the partner must give such financial support in accordance with the conditions specified in Annex I of the Specific agreement. Under those conditions, the following information must be stated at least:

(a) the maximum amount of financial support. This amount may not exceed EUR 60 000 for each third party except if achieving the objective of the *action* as specified in Annex I of the Specific Agreement would otherwise be impossible or overly difficult;

(b) the criteria for determining the exact amount of the financial support;

(c) the different types of activity that may receive financial support, on the basis of a fixed list;

(d) the persons or categories of persons which may receive financial support;

(e) the criteria for giving the financial support.

II.12.2 As an exception to Article II.12.1, if the financial support takes the form of a prize, the partner must give such financial support in accordance with the conditions specified in Annex I of the Specific agreement. Under those conditions, the following information must at least be stated:

(a) the eligibility and award criteria;

(b) the amount of the prize;

(c) the payment arrangements.

II.12.3 The partner must ensure that the conditions applicable to it under Articles II.4, II.5, II.6, II.8, II.9 and II.27 are also applicable to the third parties receiving financial support.

ARTICLE II.13 – AMENDMENTS TO THE FRAMEWORK AGREEMENT AND THE SPECIFIC AGREEMENTS

II.13.1 Any amendment to the Framework agreement or a Specific agreement must be made in writing.

II.13.2 An amendment may not have the purpose or the effect of making changes to the Framework agreement or a Specific agreement which would call into question the decision to establish the framework partnership or to award the specific grant or which would be contrary to the equal treatment of applicants.

II.13.3 Any request for amendment must:

a) be duly justified;

b) be accompanied by appropriate supporting documents; and

c) be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the *implementation period* of the Framework agreement or the Specific agreement.

Point (c) does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.

II.13.4 In case of a specific operating grant the *implementation period* set out in Article 2.2 of the Specific agreement may not be extended via amendments.

II.13.5 Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

ARTICLE II.14 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

II.14.1 The partner may not assign any of its claims for payment against the Commission to any third party, except if approved by the Commission on the basis of a reasoned written request by the partner.

If the Commission does not accept the assignment or the terms of it are not complied with, the assignment has no effect on it.

II.14.2 In no circumstances may an assignment release the partner from its obligations towards the Commission.

ARTICLE II.15 – FORCE MAJEURE

II.15.1 A party faced with *force majeure* must send a *formal notification* to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

II.15.2 The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the *action* as soon as possible.

II.15.3 The party faced with *force majeure* may not be considered in *breach of its obligations* under the Framework agreement or a Specific agreement if it has been prevented from fulfilling them by *force majeure*.

ARTICLE II.16 – SUSPENSION OF THE IMPLEMENTATION

II.16.1 Suspension of the implementation of an *action* by the partner

The partner may suspend the implementation of an *action* or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The partner must immediately inform the Commission stating:

(a) the reasons for suspension, including details about the date or period when the exceptional circumstances occurred; and

(b) the expected date of resumption.

Once the circumstances allow the partner to resume implementing the *action*, the partner must inform the Commission immediately and present a request for amendment of the Framework agreement or a Specific agreement as provided for in Article II.16.3.2 This obligation does not apply if the Framework agreement or Specific agreement is terminated in accordance with Article II.17.1 or points (b) or (c) of Article II.17.2.2.

II.16.2 Suspension of implementation by the Commission

II.16.2.1 Grounds for suspension

The Commission may suspend the implementation of an *action* or any part thereof or the implementation of the Framework agreement:

(a) if the Commission has evidence that the partner has committed *irregularities, fraud or breach of obligations* in the award procedure or while implementing the Framework agreement or the Specific agreement;

(b) if the Commission has evidence that the partner has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ("Euratom") awarded to the partner under similar conditions, and the *irregularities, fraud* or *breach of obligations* have a material impact on one or more specific grants awarded under the Framework agreement; or

(c) if the Commission suspects *irregularities*, *fraud* or *breach of obligations* committed by the partner in the award procedure or while implementing the Framework agreement or the Specific agreement and needs to verify whether they have actually occurred.

The implementation of each action for which a specific grant has been awarded is deemed automatically suspended from the date on which the suspension of the implementation of the Framework agreement takes effect.

II.16.2.2 Procedure for suspension

Step 1 Before suspending implementation of an *action*, the Commission must send a *formal notification* to the partner:

(a) informing it of:
  (i) its intention to suspend the implementation;
  (ii) the reasons for suspension;
  (iii) the necessary conditions for resuming the implementation of the Framework agreement or of the *action* in the cases referred to in points (a) and (b) of Article II.16.2.1; and

(b) inviting it to submit observations within 30 calendar days of receiving the *formal notification.*

Step 2 If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the partner informing it of:

(a) the suspension of the implementation;
(b) the reasons for suspension; and
(c) the final conditions for resuming the implementation of the Framework agreement or of the *action* in the cases referred to in points (a) and (b) of Article II.16.2.1; or
(d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.16.2.1.

The suspension takes effect on the day the *formal notification* is received by the partner or on a later date specified in the *formal notification*.

Otherwise, the Commission must send a *formal notification* to the partner informing it that it is not continuing the suspension procedure.

II.16.2.3 Resuming implementation

In order to resume the implementation, the partner must meet the notified conditions as soon as possible and must inform the Commission of any progress made.

If the conditions for resuming the implementation of the Framework agreement or the Specific agreements are met or the necessary verifications are carried out, the Commission must send a *formal notification* to the partner:

(a) informing it that the conditions for lifting the suspension are met; and
(b) requiring it to present a request for amendment of the agreement concerned as provided for in Article II.16.3.2 This obligation does not apply if the Framework

agreement or the Specific agreement is terminated in accordance with Articles II.17.1 or points (b), (f) or (g) of Article II.17.2.2.

II.16.3 Effects of the suspension

II.16.3.1 If the Framework agreement is not terminated, it may be adapted to the new implementing conditions in accordance with Article II.13.

The suspension of the implementation of the Framework agreement and of all automatically suspended *action*s in accordance with the last subparagraph of Article II.16.2.1 is deemed lifted as from the date of the notification by the Commission referred to in point (a) of Article II.16.2.3. In this case Article II.16.3.2 does not apply.

II.16.3.2 If the implementation of the suspended *action* can be resumed and the Specific agreement has not been terminated, an amendment to the Specific agreement must be made in accordance with Article II.13 in order to:

(a) set the date on which the *action* is to be resumed;
(b) extend the duration of the *action*; and
(c) make other changes necessary to adapt the *action* to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

II.16.3.3 Costs incurred during the period of suspension that relate to the implementation of the suspended *action* or the suspended part of it may not be reimbursed or covered by the grant.

Suspending implementation of an *action* or implementation of the Framework agreement does not affect the Commission's right to terminate the concerned agreement in accordance with Article II.17.2, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party may claim damages due to suspension by the other party.

ARTICLE II.17 – TERMINATION OF THE FRAMEWORK AGREEMENT AND THE SPECIFIC AGREEMENTS

II.17.1 Termination of the Framework agreement or a Specific agreement by the partner

II.17.1.1 Termination of the Framework agreement

The partner may terminate the Framework agreement without specifying the reasons for termination.

The partner must send a *formal notification* of termination to the Commission stating the date on which the termination takes effect. This date must be set after the *formal notification*.

II.17.1.2 Termination of a Specific agreement

The partner may terminate a Specific agreement.

The partner must send a *formal notification* of termination to the Commission, stating:
(a) the reasons for termination; and
(b) the date on which the termination takes effect. This date must be set after the *formal notification.*

If the partner does not state the reasons for the termination or if the Commission considers that the reasons do not justify termination, the Specific agreement is considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

II.17.2 Termination of the Framework agreement or a Specific agreement by the Commission

II.17.2.1 Termination of the Framework agreement

The Commission may terminate the Framework agreement without specifying the reasons for termination.

The Commission must send a *formal notification* of termination to the partner specifying the date on which the termination takes effect. The notification must be sent before the termination is due to take effect.

II.17.2.2 Termination of the Framework agreement or a Specific agreement based on explicit grounds

The Commission may terminate the Framework agreement or a Specific agreement if:

(a) a change to the partner's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Framework agreement or the Specific agreement substantially or calls into question the Commission's decision to establish the framework partnership or to award the specific grant, or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, that calls into question the decision to award the grant;

(b) partner , any *related person* or any natural person who is essential for the award or for the implementation of the Agreement have committed serious *breach of obligations*, including improper implementation of an *action* as described in Annex I of the Specific agreement;

(c) the implementation of an *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
   (i) resumption is impossible; or

(ii) the necessary changes to the Framework agreement or the Specific agreement would call into question the decision to establish the framework partnership or to award the specific grant or be contrary to the equal treatment of applicants;

(d) the partner or a natural or legal person that assumes unlimited liability for the debts of the partner
   (i) is declared bankrupt, is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law;
   (ii) is in *breach of its obligations* relating to the payment of taxes or social security contributions in accordance with the applicable law;;

(e) the partner or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed:
   (i) *grave professional misconduct* proven by any means;
   (ii) *fraud*;
   (iii) corruption;
   (iv) conduct related to criminal organisations;
   (v) money laundering;
   (vi) terrorism-related crimes (including terrorism financing);
   (vii) child labour or other offences concerning trafficking of human beings;

(f) the Commission has evidence that the partner or any *related person* or any natural person who is essential for the award or for the implementation of the Framework Partnership agreement or the Specific agreement has committed *irregularities*, *fraud* or *breach of obligations* in the award procedure or while implementing the Framework agreement or any Specific agreement, including if the partner or *related person* or natural person has submitted false information or failed to provide required information;

(g) Commission has evidence that the partner has committed systemic or recurrent *irregularities*, *fraud* or serious *breach of obligations* in other Union or Euratom grants awarded to it under similar conditions and such *irregularitie*s, *fraud* or *breach of obligations* have a material impact on a specific grant awarded under the Framework agreement;

(h) The partner or any *related person* or any natural person who is essential for the award or for the implementation of the Framework Partnership agreement or the Specific Agreement has created an entity under a different jurisdiction with the intend to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;

(i) The partner or any *related person* has been created with the intend referred to in point (h) or

(j) the Commission has sent the partner a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in

points (d) to (i) and the partner has failed to request an amendment ending the participation of the entity and reallocating its tasks.

II.17.2.2 Procedure for termination

Step 1 Before terminating the Framework agreement or a Specific agreement on one of the grounds specified in Article II.17.2.2, the Commission must send a *formal notification* to the partner:

(a) informing it of:
  (i) its intention to terminate;
  (ii) the reasons for termination; and
(b) requiring it, within 45 calendar days of receiving the *formal notification*:
  (i) to submit observations; and
  (ii) in the case of point (b) of Article II.17.2.2, to inform the Commission of the measures to ensure compliance with the obligations under the Framework agreement or the Specific agreement concerned.

Step 2 If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the partner informing it of the termination and the date on which it takes effect.

Otherwise, the Commission must send a *formal notification* to the partner informing it that the termination procedure is not continued.

The termination takes effect:

(a) for terminations under points (a), (b) and (d) of Article II.17.2.2: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);
(b) for terminations under points (c), (e) to (j) of Article II.17.2.2: on the day after the partner receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

II.17.3 Effects of termination

Where the Framework agreement is terminated by the partner in accordance with Article II.17.1.1 or by the Commission in accordance with Articles II.17.2.1 or II.17.2.2:

(a) the partner must complete the implementation of any Specific agreement, governed by the Framework agreement, which has entered into force before the date on which the termination of the Framework agreement takes effect;
(b) the Commission must honour its obligations arising from the implementation of any Specific agreement, governed by the Framework agreement, which has entered into force before the date on which the termination of the Framework agreement takes effect.

Within 60 calendar days from the day on which the termination of a Specific agreement takes effect, the partner must submit a request for payment of the balance as provided for in Article 4.4 of the Specific agreement.

If the Commission does not receive the request for payment of the balance by the above deadline, only costs or contributions which are included in an approved technical report and,

where relevant, in an approved financial statement, are reimbursed or covered by the specific grant.

If the Specific agreement is terminated by the Commission because the partner *has breached its obligation* to submit the request for payment, the partner may not submit any request for payment after termination. In that case the third subparagraph applies.

The Commission calculates the final grant amount as referred to in Article II.25 and the balance as referred to in Article 5.4 of the Specific agreement on the basis of the reports submitted. Only activities undertaken before the date when the termination takes effect or the end date of the *implementation period* as specified in Article I.2.2 of the Specific agreement, whichever is the earliest, must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i) of the Specific Agreement, only costs incurred before termination takes effect are reimbursed or covered by the specific grant. Costs relating to contracts due for execution only after termination are not taken into account and are not reimbursed or covered by the grant.

The Commission may reduce a specific grant in accordance with Article II.25.4 in case of:

(a) improper termination of the Specific agreement by the partner within the meaning of Article II.17.1.2; or

(b) termination of the Specific agreement by the Commission on any of the grounds set out in points (b), (e) to (j) of Article II.17.2.2.

Neither party may claim damages on the grounds that the other party terminated the Framework agreement or a Specific agreement.

After termination, the partner's obligations continue to apply, in particular those under Article 4 of the Specific agreement, Articles II.6, II.8, II.9, II.14. II.27 and any additional provisions on the use of the results, as set out in the Special Conditions or the Specific agreement concerned.

ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONs

II.18.1 The Framework agreement and any Specific agreement are governed by the applicable Union law complemented, where necessary, by the law of Belgium.

II.18.2 In accordance with Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and the partner concerning the interpretation, application or validity of the Framework agreement or any Specific agreement, if such dispute cannot be settled amicably.

II.18.3 In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States.

An *action* may be brought against such decision before the General Court of the European Union in accordance with Article 263 TFEU.

PART B – FINANCIAL PROVISIONS

ARTICLE II.19 – ELIGIBLE COSTS

II.19.1 Conditions for the eligibility of costs

Eligible costs of the *action* are costs actually incurred by the partner and which meet the following criteria:

(a) they are incurred within the *implementation period* of the Specific agreement, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article 4.4 of the Specific agreement;

(b) they are indicated in the estimated budget of an *action*. The estimated budget is set out in Annex II of the Specific agreement;

(c) they are incurred in connection with the *action* as described in Annex I of the Specific agreement and are necessary for its implementation;

(d) they are identifiable and verifiable, in particular they are recorded in the partner's accounting records and determined according to the applicable accounting standards of the country where the partner is established and according to the partner's usual cost accounting practices;

(e) they comply with the requirements of applicable tax and social legislation; and

(f) they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

II.19.2 Eligible direct costs

To be eligible the *direct cost* of an *action* must comply with the eligibility conditions set out in Article II.19.1.

In particular, the following categories of costs are eligible *direct costs*, provided that they satisfy the eligibility conditions set out in Article II.19.1 as well as the following conditions:

(a) the costs of personnel working under an employment contract with the partner or an equivalent appointing act and assigned to the *action*, provided that these costs are in line with the partner's usual policy on remuneration;

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the partner other than an employment contract or who are seconded to the partner by a third party against

payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

(i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);

(ii) the result of the work belongs to the partner (unless exceptionally agreed otherwise); and

(iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the partner;

(b) costs of travel and related subsistence allowances, provided that these costs are in line with the partner's usual practices on travel;

(c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the partner's accounting statements, provided that the asset:

(i) is written off in accordance with the international accounting standards and the partner's usual accounting practices; and

(ii) has been purchased in accordance with Article II.10.1 if the purchase occurred within the *implementation period*.

The costs of renting or leasing equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the *implementation period* set out in Article 2.2 of the Specific agreement concerned and the rate of actual use for the purposes of the *action* may be taken into account when determining the *eligible costs*. By way of exception, the Special Conditions or the Specific agreement may provide for the eligibility of the full cost of purchase of equipment, if this is justified by the nature of the *action* and the context of the use of the equipment or assets;

(d) costs of consumables and supplies, provided that they:

(i) are purchased in accordance with Article II.10.1; and

(ii) are directly assigned to the *action*;

(e) 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), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.10.1;

(f) costs entailed by *subcontracts* within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;

(g) costs of financial support to third parties within the meaning of Article II.12, provided that the conditions laid down in that Article are met;

(h) duties, taxes and charges paid by the partner, notably value added tax (VAT), provided that they are included in eligible *direct costs*, and unless specified otherwise in the Special Conditions or in the Specific agreement.

II.19.3 Eligible indirect costs

To be eligible, *indirect costs* of the *action* must represent a fair apportionment of the overall overheads of the partner and must comply with the conditions of eligibility set out in Article II.19.1.

Eligible *indirect costs* must be declared on the basis of a flat rate of 7% of the total eligible *direct costs* unless otherwise specified in Article 3.2 of the Specific agreement.

II.19.4 Ineligible costs

In addition to any other costs which do not fulfil the conditions set out in Article II.19.1, the following costs may not be considered eligible:

(a) return on capital and dividends paid by the partner;
(b) debt and debt service charges;
(c) provisions for losses or debts;
(d) interest owed;
(e) doubtful debts;
(f) exchange losses;
(g) costs of transfers from the Commission charged by the bank of the partner;
(h) costs declared by the partner under another *action* receiving a grant financed from the Union budget. Such grants include grants awarded by a Member State and financed from the Union budget and grants awarded by bodies other than the Commission for the purpose of implementing the Union budget. In particular, if the partner receives an operating grant financed by the EU or Euratom budget, it may not declare *indirect costs* for the period(s) covered by the operating grant, unless it can demonstrate that the operating grant does not cover any costs of the *action*.
(i) contributions in kind from third parties;
(j) excessive or reckless expenditure;
(k) deductible VAT.

ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED

II.20.1 Declaring costs and contributions

The partner must declare as eligible costs or as a requested contribution:

(a) for actual costs: the costs it actually incurred for the *action*;

(b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article 3.2(a)(ii) or (b) of the Specific agreement by the actual number of units used or produced;

(c) for lump sum costs or lump sum contributions: the global amount specified in Article 3.2(a)(iii) or (c) of the Specific agreement, if the corresponding tasks or part of the *action* as described in Annex I of the Specific agreement have been implemented properly;

(d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article 3.2(a)(iv) or (d) of the Specific agreement;

(e) for financing not linked to costs: the global amount specified in Article I.3.2(e), if the corresponding results or conditions as described in Annex I of the Specific agreement have been properly achieved or fulfilled;

(f) for unit costs declared on the basis of the partner's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in accordance with the partner's usual cost accounting practices by the actual number of units used or produced;

(g) for lump sum costs declared on the basis of the partner's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;

(h) for flat-rate costs declared on the basis of the partner's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the partner's usual cost accounting practices.

For the forms of grant referred to in points (b), (c), (d), (f), (g) and (h), the amounts declared must comply with the conditions specified in points (a) and (b) of Article II.19.1.

II.20.2 Records and other documentation to support the costs and contributions declared

The partner must provide the following if requested to do so in the context of the checks or audits described in Article II.27:

(a) for actual costs: adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records.
In addition, the partner's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements and with the amounts indicated in the supporting documents;

(b) for unit costs or unit contributions: adequate supporting documents to prove the number of units declared.
The partner does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared per unit;

(c) for lump sum costs or lump sum contributions: adequate supporting documents to prove that the *action* has been properly implemented.

The partner does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a lump sum;

(d) for flat-rate costs or flat-rate contributions: adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies.
The partner does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, for the flat rate applied;

(e) for financing not linked to costs: adequate supporting documents to prove that the *action* has been properly implemented;
The partner does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a financing not linked to costs;

(f) for unit costs declared on the basis of the partner's usual cost accounting practices: adequate supporting documents to prove the number of units declared;

(g) for lump sum costs declared on the basis of the partner's usual cost accounting practices: adequate supporting documents to prove that the *action* has been properly implemented;

(h) for flat-rate costs declared on the basis of the partner's usual cost accounting practices: adequate supporting documents to prove the eligible costs to which the flat rate applies.

II.20.3 Conditions to determine the compliance of cost accounting practices

II.20.3.1 In the case of points (f), (g) and (h) of Article II.20.2, the partner does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

(a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;

(b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and

(c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant as provided for in Article 3.2 of the Specific agreement.

II.20.3.2 If the Specific agreement so provides, the partner may submit to the Commission a request asking it to assess the compliance of its usual cost accounting practices. If required by the Specific agreement, the request must be accompanied by a certificate on the compliance of the cost accounting practices ('certificate on the compliance of the cost accounting practices').

The certificate on the compliance of the cost accounting practices must be:

(a) produced by an approved auditor or, if the partner is a public body, by a competent and independent public officer; and
(b) drawn up in accordance with Annex VII.

The certificate must certify that the partner's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in Article II.20.3.1 and with the additional conditions that may be laid down in the Special conditions or in the Specific agreement.

II.20.3.3 If the Commission has confirmed that the partner's usual cost accounting practices are in compliance, costs declared in application of these practices may not be challenged *ex post*, if:
(a) the practices actually used comply with those approved by the Commission; and
(b) the partner did not conceal any information for the purpose of the approval of its cost accounting practices.

ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE PARTNER

If the Special Conditions or the Specific agreement contain a provision on entities affiliated to the partner, costs incurred by such an entity are eligible, if:
(a) they satisfy the same conditions under Articles II.19 and II.20 as apply to the partner, and
(b) the partner ensures that the conditions applicable to it under Articles II.4, II.5, II.6, II.8, II.10, II.11 and II.27 are also applicable to the entity.

ARTICLE II.22 – BUDGET TRANSFERS

The partner is allowed to adjust the estimated budget set out in Annex II of the Specific agreement, by transfers between the different budget categories if the *action* is implemented as described in Annex I of the Specific agreement. This adjustment does not require an amendment of the Specific agreement as provided for in Article II.13.

However, the partner may not add costs relating to *subcontracts* not provided for in Annex I of the Specific agreement, unless such additional *subcontracts* are approved by the Commission in accordance with Article II.11.1(d).

The first two subparagraphs do not apply to amounts which, as provided for in Article 3.2(a)(iii) or 3.2(c) of the Specific agreement, take the form of lump sums or which, as provided for in Article 3.2(e) of the Specific agreement, take the form of financing not linked to cost.

ARTICLE II.23 – NON-COMPLIANCE WITH THE REPORTING OBLIGATIONS

The Commission may terminate the Framework agreement or a Specific agreement as provided for in Article II.17.2.2(b) and may reduce the specific grant as provided for in Article II.25.4 if the partner:

(a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in Articles 4.3 or 4.4 of the Specific agreement within 60 calendar days following the end of the corresponding reporting period; and

(b) still fails to submit such a request within further 60 calendar days following a written reminder sent by the Commission.

ARTICLE II.24 – SUSPENSION OF PAYMENTS AND TIME LIMIT FOR PAYMENT

II.24.1 Suspension of payments

II.24.1.1 Grounds for suspension

The Commission may, at any time during the implementation of the Specific agreement, suspend, in whole or in part, the pre-financing payments, interim payments or payment of the balance:

(a) if the Commission has evidence that the partner has committed *irregularities, fraud* or *breach of obligations* in the award procedure or while implementing the Framework agreement or a Specific agreement;

(b) if the Commission has evidence that the partner has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the partner under similar conditions and such *irregularities, fraud* or *breach of obligations* have a material impact on a specific grant awarded under the Framework agreement; or

(c) if the Commission suspects *irregularities, fraud* or *breach of obligations* committed by the partner in the award procedure or while implementing the Framework agreement or the Specific agreement and needs to verify whether they have actually occurred.

II.24.1.2 Procedure for suspension

Step 1 — Before suspending payments, the Commission must send a *formal notification* to the partner:

(a) informing it of:
  (i) its intention to suspend payments;
  (ii) the reasons for suspension;
  (iii) in the cases referred to in points (a) and (b) of Article II.24.1.1, the conditions that need to be met for payments to resume; and

(b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

Step 2 — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the partner informing it of:

(a) the suspension of payments;
(b) the reasons for suspension;
(c) the final conditions under which payments may resume in the cases referred to in points (a) and (b) of Article II.24.1.1;
(d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.24.1.1.

The suspension takes effect on the day the Commission sends *formal notification* of suspension (Step 2).

Otherwise, the Commission must send a *formal notification* to the partner informing it that it is not continuing with the suspension procedure.

II.24.1.3 Effects of suspension

During the period of suspension of payments the partner is not entitled to submit any requests for payments and supporting documents referred to in Articles 4.2, 4.3 and 4.4 of the Specific agreement.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article 4.1 of the Specific agreement.

The suspension of payments does not affect the right of the partner to suspend the implementation of the *action* as provided for in Article II.16.1 or to terminate the Framework agreement or the Specific agreement as provided for in Article II.17.1.2.*]*

II.24.1.4 Resuming payments

In order for the Commission to resume payments, the partner must meet the notified conditions as soon as possible and must inform the Commission of any progress made.
If the conditions for resuming payments are met, the suspension will be lifted. The Commission will send a *formal notification* to the partner informing it of this.

II.24.2 Suspension of the time limit for payments

II.24.2.1 The Commission may at any moment suspend the time limit for payment specified in Articles 5.2, 5.3 and 5.4 of the Specific agreement if a request for payment cannot be approved because:

(a) it does not comply with the Specific agreement or the Framework agreement;
(b) the appropriate supporting documents have not been produced; or
(c) there is a doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

II.24.2.2 The Commission must send a *formal notification* to the partner informing it of:
(a) the suspension; and
(b) the reasons for the suspension.

The suspension takes effect on the day the Commission sends the *formal notification*.

II.24.2.3 If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.

If the suspension exceeds two months, the partner may request the Commission if the suspension will continue.

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Specific agreement or the Framework agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may terminate the Specific agreement and the Framework agreement as provided for in Article II.17.2.2(b) and reduce the grant as provided for in Article II.25.4.

ARTICLE II.25 – CALCULATION OF THE FINAL AMOUNT OF A SPECIFIC GRANT

The final amount of the specific grant depends on the extent to which the *action* has been implemented in accordance with the terms of the Specific agreement and the Framework agreement.

The final amount of the grant is calculated by the Commission at the time of the payment of the balance.

The calculation involves the following steps:
Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions
Step 2 — Limit to the *maximum amount of the grant*
Step 3 — Reduction due to the no-profit rule
Step 4 — Reduction due to improper implementation, irregularity, fraud or breach ofobligations.

II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs unit, flat-rate and lump sum contributions

This step is applied as follows:

(a) If, as provided for in Article I.3.2(a)(i), the grant takes the form of the reimbursement of eligible costs actually incurred, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Commission for the corresponding categories of costs, for the partner and its affiliated entities

(b) If, as provided for in Article 3.2(a) of the Specific agreement, the grant takes the form of the reimbursement of eligible unit costs, lump sum costs or flat rate costs, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Commission for the corresponding categories of costs, for the partner and its affiliated entities;

The accepted amount of volunteers' work for the partner and its affiliated entities must be limited to the following amount, whichever is the lowest:

(i) the total sources of financing as indicated in the estimated budget set out in Annex II of the Specific agreement and as accepted by the Commission multiplied by fifty per cent; or

(ii) the amount of volunteers' work as indicated in the final financial statements.

(c) If, as provided for in Article 3.2(b) of the Specific agreement, the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Commission for the partner and its affiliated entities;

(d) If, as provided for in Article 3.2(c) of the Specific agreement, the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the partner and its affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I of the Specific agreement;

(e) If, as provided for in Article 3.2(d) of the Specific agreement, the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the partner and its affiliated entities.

(f) If, as provided for in Article I.3.2(e), the grant takes the form of financing not linked to costs, the Commission applies the amount specified in that Article for the partner and its affiliated entities if it finds that [the conditions specified in Annex I of the Specific agreement were fulfilled][and][the results specified in Annex I of the Specific agreement were achieved].

If Article 3.2 of the Specific agreement provides for a combination of different forms of grant, the amounts obtained must be added together.

II.25.2 Step 2 — Limit to maximum amount of the grant

The total amount paid to the partner by the Commission may in no circumstances exceed the *maximum amount of the grant*.

If the amount obtained following Step 1 is higher than this *maximum amount*, the final amount of the grant is limited to the latter.

If volunteers' work is declared as part of direct eligible costs, the final amount of the grant is limited to the amount of total eligible costs and contributions approved by the Commission minus the amount of volunteers' work approved by the Commission.

II.25.3 Step 3 — Reduction due to the no-profit rule

The grant may not produce a profit for the partner, unless specified otherwise in the Special Conditions or in the Specific agreement.

The profit must be calculated as follows:

(a) calculate the surplus of the total receipts of the *action*, over the total eligible costs of the *action*, as follows:

{ receipts of the *action*
minus
the consolidated total eligible costs and contributions approved by the Commission corresponding to the amounts determined in accordance with Step 1 }

The receipts of the *action* are calculated as follows:

{ the revenue generated by the *action* for the partner and its affiliated entities other than non-profit organisations
plus
the amount obtained following Steps 1 and 2 }

The total revenue generated by the *action* is the consolidated revenue established, generated or confirmed for the partner and its affiliated entities other than non profit organisations on the date on which the request for payment of the balance is drawn up by the partner.

The following are not considered receipts:

(i) in kind and financial contributions made by third parties;

(ii) in case of an operating grant, amounts dedicated to the building up of reserves.

(b) If the amount calculated under (a) is positive, this amount will be deducted from the amount calculated following Steps 1 and 2 in proportion to the final rate of reimbursement of the actual eligible costs of the *action* approved by the Commission for the categories of costs referred to in Article 3.2(a)(i) of the Specific agreement.

II.25.4 Step 4 — Reduction due to improper implementation, irregularity, fraud or breach of obligations

The Commission may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex I of the Specific agreement (i.e. if it has not been implemented or has been implemented poorly, partially or late), or in case of *irregularity, fraud* or breach of an obligation under the Framework agreement or the Specific agreement.

The amount of the reduction will be proportionate to the degree to which the *action* has been implemented improperly or to the seriousness of the *irregularity, fraud* or *breach of obligation.*

Before the Commission reduces the grant, it must send a *formal notification* to the partner:

(a) informing it of:
  (i) its intention to reduce the *maximum amount of the grant*;
  (ii) the amount by which it intends to reduce the grant;
  (iii) the reasons for reduction; and

(b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

If the Commission does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a *formal notification* informing the partner of its decision.

If the grant is reduced, the Commission must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the *action* or to the seriousness of the *irregularity*, *fraud* or *breach of obligations*) from the *maximum amount of the grant*.

The final amount of the grant will be the lower of the following two:

(a) the amount obtained following Steps 1 to 3; or

(b) the reduced grant amount following Step 4.

ARTICLE II.26 – RECOVERY

II.26.1 Recovery

Where an amount is to be recovered under the terms of the Framework agreement and any Specific agreement, the partner must repay the Commission the amount in question.

The partner is responsible for the repayment of any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

II.26.2 Recovery procedure

Before recovery, the Commission must send a *formal notification to* the partner

(a) informing it of its intention to recover the amount unduly paid;

(b) specifying the amount due and the reasons for recovery; and

(c) inviting the partner to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the partner, the Commission decides to pursue the recovery procedure, the Commission may confirm recovery by sending a *formal notification* to the partner consisting of a debit note, specifying the terms and the date for payment.

If payment has not been made by the date specified in the debit note, the Commission will recover the amount due:

(a) by offsetting it, without the partner's prior consent, against any amounts owed to the partner by the Commission or an executive agency (from the Union or the European Atomic Energy Community (Euratom) budget ("offsetting");

In exceptional circumstances, to safeguard the financial interests of the Union, the Commission may offset before the due date.

An *action* may be brought against such offsetting before the General Court of the European Union in accordance with Article 263 TFEU;

(b) by drawing on the financial guarantee where provided for in accordance with Article 5.2 of the Specific agreement ("drawing on the financial guarantee");

(c) by taking legal *action* as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

II.26.3 Interest on late payment

If payment is not made by the date in the debit note, the amount to be recovered will be increased by late payment interest at the rate set out in Article 5.6 of the Specific agreement from the day following the date for payment in the debit note, up to and including the date the Commission receives full payment of the amount.

Partial payment must first be credited against charges and late payment interest and then against the principal.

II.26.4 Bank charges

Bank charges incurred in the recovery process must be borne by the partner, unless Directive 2007/64/EC[9] applies.

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION

II.27.1 Technical and financial checks, audits, interim and final evaluations

The Commission may, during the implementation of an *action* or afterwards, carry out technical and financial checks and audits to determine that the partner is implementing the *action* properly and is complying with the obligations under the Specific agreement or the Framework agreement. It may also check the partner's statutory records for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided as part of checks or audits must be treated on a confidential basis.

[9] Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC.

In addition, the Commission may carry out an interim or final evaluation of the impact of the *action* measured against the objective of the Union programme concerned.

Commission checks, audits or evaluations may be carried out either directly by the Commission's own staff or by any other outside body authorised to do so on its behalf.

The Commission may initiate such checks, audits or evaluations during the implementation of the Specific agreement and during a period of five years starting from the date of payment of the balance for the *action* concerned. This period is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The check, audit or evaluation procedures are considered to be initiated on the date of receipt of the letter of the Commission announcing it.

If the audit is carried out on an affiliated entity, the partner must inform that affiliated entity.

II.27.2 Duty to keep documents

The partner must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by its national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance for the *action* concerned.

This period during which documents must be kept is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The periods set out in the first and second subparagraphs are longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Article II.27.7. In such cases, the partner must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

II.27.3 Obligation to provide information

The partner must provide any information, including information in electronic format, requested by the Commission, or by any other outside body authorised by the Commission.

If the partner does not comply with the obligation set out in the first subparagraph, the Commission may consider:

(a) any cost insufficiently substantiated by information provided by the partner as ineligible;

(b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the partner as undue.

II.27.4 On-the-spot visits

During an on-the-spot visit, the partner must allow Commission staff and outside personnel authorised by the Commission to have access to the sites and premises where the *action*

concerned is or was carried out, and to all the necessary information, including information in electronic format.

The partner must ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

If the partner refuses to provide access to the sites, premises and information as required in the first and second subparagraphs, the Commission may consider:

(a) any cost insufficiently substantiated by information provided by the partner as ineligible;

(b) any financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the partner as undue.

II.27.5 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report ("draft audit report") must be drawn up. It must be sent by the Commission or its authorised representative to the partner, which must have 30 calendar days from the date of receipt to submit observations. The final report ("final audit report") must be sent to the partner within 60 calendar days of expiry of the time limit for submission of observations.

II.27.6 Effects of audit findings

On the basis of the final audit findings, the Commission may take the measures it considers necessary, including recovery of all or part of the payments made by it under the Specific agreement concerned, as provided for in Article II.26.

In the case of final audit findings after the payment of the balance, the amount to be recovered corresponds to the difference between the revised final amount of the specific grant, determined in accordance with Article II.25, and the total amount paid to the partner under the Specific agreement for the implementation of the *action*.

II.27.7 Correction of systemic or recurrent irregularities, fraud or breach of obligations

II.27.7.1 The Commission may extend audit findings from other grants to a specific grant awarded under the Framework agreement if:

(a) the partner is found to have committed systemic or recurrent *irregularities*, *fraud* or *breach of obligations* in other EU or Euratom grants awarded under similar conditions and such *irregularities*, *fraud* or *breach of obligations* have a material impact on a specific grant awarded under the Framework agreement; and

(b) the final audit findings are sent to the partner through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1.

The extension of findings may lead to:

(i) the rejection of costs as ineligible;

(ii) reduction of the grant as provided for in Article II.25.4;
(iii) recovery of undue amounts as provided for in Article II.26;
(iv) suspension of payments as provided for in Article II.24.1;
(v) suspension of the *action* implementation as provided for in Article II.16.2;
(vi) termination as provided for in Article II.17.2.

II.27.7.2 The Commission must send a *formal notification* to the partner informing it of the systemic or recurrent *irregularities*, *fraud* or *breach of obligations* and of its intention to extend the audit findings, together with the list of grants affected.

(a) If the findings concern eligibility of costs the procedure is as follows:

Step 1 — The *formal notification* must include:
(i) an invitation to submit observations on the list of grants affected by the findings;
(ii) a request to submit revised financial statements for all grants affected;
(iii) where possible, the correction rate for extrapolation established by the Commission to calculate the amounts to be rejected on the basis of the systemic or recurrent *irregularities, fraud* or *breach of obligations*, if the partner:
- considers that the submission of revised financial statements is not possible or practicable; or
- will not submit revised financial statements.

Step 2 — The partner has 60 calendar days from when it receives the *formal notification* to submit observations and revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Commission in justified cases.

Step 3 — If the partner submits revised financial statements that take account of the findings the Commission will determine the amount to be corrected on the basis of those revised statements.

If the partner proposes an alternative correction method and the Commission accepts it, the Commission must send a *formal notification* to the partner informing it:
(i) that it accepts the alternative method;
(ii) of the revised eligible costs determined by applying this method.

Otherwise the Commission must send a *formal notification* to the partner informing it:
(i) that it does not accept the observations or the alternative method proposed;
(ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the partner.

If the systemic or recurrent *irregularities, fraud* or *breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

(i) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the partner and approved by the Commission or on the basis of the revised eligible costs after extrapolation; and
(ii) the total amount paid to the partner under the Specific agreement for the implementation of the *action*;

(b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

Step 1 — The *formal notification* must include:
(i) an invitation to the partner to submit observations on the list of grants affected by the findings and
(ii) the correction flat rate the Commission intends to apply to the *maximum amount of the grant* or to part of it, according to the principle of proportionality.

Step 2 — The partner has 60 calendar days from receiving the *formal notification* to submit observations or to propose a duly substantiated alternative flat-rate.

Step 3 — If the Commission accepts the alternative flat rate proposed by the partner, it must send a *formal notification* to the partner informing it:
(i) that it accepts the alternative flat-rate;
(ii) of the corrected grant amount by applying this flat rate.

Otherwise the Commission must send a *formal notification* to the partner informing it:
(i) that it does not accept the observations or the alternative flat rate proposed;
(ii) of the corrected grant amount by applying the flat rate initially notified to the partner.

If the systemic or recurrent *irregularities*, *fraud* or *breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:
(i) the revised final amount of the grant after flat-rate correction; and
(ii) the total amount paid to the partner under the Specific agreement for the implementation of the *action*.

II.27.8 Rights of OLAF

The European Anti-Fraud Office (OLAF) has the same rights as the Commission, particularly the right of access, for the purpose of checks and investigations.

Under Council Regulation (Euratom, EC) No 2185/96[10] and Regulation (EU, Euratom) No 883/2013[11] OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against *fraud* and other *irregularities*.

Where appropriate, OLAF findings may lead to the Commission recovering amounts from the partner.

Moreover, findings arising from an OLAF investigation may lead to criminal prosecutions under national law.

II.27.9 Rights of the European Court of Auditors and EPPO

The European Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939 ('the EPPO') have the same rights as the Commission, particularly the right of access, for the purpose of checks, audits and investigations.

[10] Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against *fraud* and other *irregularities*.

[11] Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

ANNEX I
Action plan
(See Action plan 2020-2023 attached to the FPA)

Annex III
Model specific grant agreement
(see Specific Agreement ReferNet action 2020)

Annex IV
Model technical report

Annex V
Model financial statement
(Example for 2020)