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

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

The European Centre for the Development of Vocational Training, hereinafter referred to as "Cedefop", which is represented for the purposes of signature of this specific agreement by Mr Manfred Tessaring, Head of Research and Policy Analysis of the one part,

and

[full official name]
[official legal form]
[official registration No]
[official address in full]
[VAT number],
("the partner"), [represented for the purposes of signature of this agreement by [name, forename and function]]
of the other part,

The following annexes form an integral part of the agreement:

Annex I: Description of the action

Annex II: Estimated budget for the action

<u>Article 1 – Purpose of the agreement</u>

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

Cedefop has decided to award a grant, under the terms and conditions set out in this agreement and the framework agreement, which the partner hereby declares that he has taken note of and accepts, for the action entitled:

("the action").

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

Article 2 – Duration of the action

The action shall begin on [...] ("starting date of the action")

The action shall last for [...] months from the starting date.

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

Article 3 - Financing the action

The total cost of the action is estimated at EUR [...], as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Community funding under the terms of Article II.15 of the framework agreement, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

The total eligible costs of the action for which Cedefop grant is awarded [are estimated at EUR [...]] [equal the total cost of the action], as shown in the estimated budget in Annex II. [Indirect costs are eligible for flat-rate funding of [...]¹ of the total direct costs eligible, subject to the conditions laid down in Article II.15.3. of the framework agreement.]

Cedefop shall contribute a maximum of EUR [...], equivalent to [...] of the estimated total eligible costs indicated above. The final amount of the grant shall be determined as specified in Article II.18 of the framework agreement, without prejudice to Article II.20 thereof.

Article 4 – Adjustment of the estimated budget

By way of derogation from Article II.14 of the framework agreement, the partner may, when carrying out the action, request an adjustment of the estimated budget by transfers between items of eligible costs, provided that this adjustment of expenditure does not affect implementation of the action and the transfer between items does not exceed 10% of the total eligible costs indicated in Article 3. The partner shall request this adjustment by registered letter, with advice of delivery or equivalent, addressed to Cedefop, which reserves the right to refuse the request within 20 days from the date of receipt. After 20 days the request shall be deemed to have been accepted.

[Article 5 - Payment arrangements]

Pre-financing:

Within 45 days following the signing of the agreement by the last of the two parties and where applicable the reception of all necessary guaranties, a pre-financing payment of EUR [...] shall be made to the partner, representing 60% of the maximum amount of the grant specified in Article 3.

A maximum of 7%, unless Cedefop takes a reasoned decision to the contrary. Funding for indirect costs is not permissible if the beneficiary receives an operating grant.

Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement specified in Article II.16.4 of the framework agreement and by an external audit certificate or, in case of public bodies, a certificate produced by a competent and independent public office on the action's financial statements and underlying accounts.

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

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

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

Article 6 – Submission of reports and other documents

The technical implementation reports, financial statements and other documents referred to in Article 5 (Payment arrangements) or the equivalent article in the framework agreement must be submitted in 2 copies in English on the following dates:

- final technical implementation report and financial statement: within two months of the end of the operational year, covering the (....) months period of the work programme.

Specific contributions and activities referred to in section 3 of the call for proposal full text must be submitted and/or performed in due time according to the working methods described in section 2.6 of the call for proposal in a form and language agreed with Cedefop.

Article 7 – Bank account

Payments shall be made to the partner's bank account or sub-account denominated in euros, as indicated in Article I.5 of the Framework Partnership Agreement and below:

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Name of bank: [...]
Address of branch: [...]
Precise denomination of the account holder: [...]
Full account number (including bank codes): [...]
[IBAN account code: [...]]
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[Article[.8 – Other special conditions]

SIGNATURES

For the partner For Cedefop

[name / forename / function] Manfred Tessaring

Head of Research and PolicyAnalysis

[signature] [signature]

Done at [place], Done at Thessaloniki,

[date]

In duplicate in English