



FRAMEWORK PARTNERSHIP AGREEMENT

FRAMEWORK AGREEMENT NUMBER CEPOL/FPA/2016/0

CEPOL, represented by its Executive Director Dr. Ferenc Bánfi, hereinafter referred to as "Executive Director" of the one part,

and

[full official name]

[official legal form]

[official address in full]

"the partner", represented for the purposes of signature of this agreement by:

[forename]

[surname]

[function]

of the other part,

HAVE AGREED

on the **Preamble**, the **Special Conditions**, the **General Conditions** and the **Annexes** that go to make up the present framework partnership agreement ("the framework agreement")

The **Preamble** sets out the context of the partnership established between the parties in the field of implementing training activities and learning products under CEPOL's Single Programming Document.

The **Special Conditions** and the **General Conditions** indicate the subject and duration of the framework agreement and the operational arrangements for the partnership.

The following documents are annexed to the framework agreement:

- Annex I** Actions planned under the partnership
- Annex II** Model specific grant agreement
- Annex III** Model joint procurement agreement

The terms of the Special Conditions, of which the Preamble forms an integral part, shall take precedence over those in the other parts of the framework agreement. The terms of the General Conditions shall take precedence over those in the Annexes.

Through his signature, the partner accepts the terms of the framework agreement and their application to any specific grant agreements subsequently concluded between the parties.

In the articles of the framework agreement, the generic term "action" shall refer both to a one-off action by the partner for which a grant for an action may be awarded and to a work programme carried out by the partner for which an operating grant may be awarded, except where an explicit distinction is made.

PREAMBLE

The Executive Director is responsible for the coordination of the implementation of the Single Programming Document¹ in general and for training activities and learning products as defined in the Single Programming Document in specific. The Executive Director represents CEPOL in all legal acts and obligations².

For the purposes of implementing these activities, the Executive Director selects one or more partners engaged in the area of activity concerned ("the partner(s)"), with whom it shares common general objectives and wishes to establish a relationship of lasting cooperation.

The general objective which it shares with *(name of the framework partner)*³ in the above-mentioned area of activity and which justify the establishment of a partnership is the following:

Creating learning opportunities for law enforcement personnel in the prevention of and the fight against serious and organised crime, terrorism, maintenance of public order, international policing of major events, planning and command of Union missions, as well as training on law enforcement leadership and language skills, while putting particular emphasis on the protection of human rights and fundamental freedoms in the context of law enforcement.

¹ Article 14. REGULATION (EU) 2015/2219 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 November 2015

² Article 14

³The name of the partner signatory to the framework agreement.

I - SPECIAL CONDITIONS

ARTICLE I.1 - PURPOSE

- I.1.1 The framework agreement is concluded as part of an ongoing, formalised relationship of co-operation between the Executive Director and the partner ("the partnership") on the basis CEPOL's Single Programming Document.
- I.1.2 The purpose of the framework agreement is to define the respective roles and responsibilities of the Executive Director and the partner in implementing their partnership. The specific grant agreements that may be signed under the framework agreement shall relate to CEPOL training activities and learning products.

ARTICLE I.2 – AWARD OF GRANTS

- I.2.1 The Executive Director may consult its partner in order to obtain a proposal for action in line with the action plan set out in Annex I. Such consultation shall take place on the basis of a call to submit proposals. The Executive Director shall to that end stipulate the technical and financial criteria that the actions must satisfy, if they are to qualify for a CEPOL grant. The partner shall be free to submit a proposal for action to the Executive Director in response to the call.
- I.2.2 Where the Executive Director decides to accept a proposal for action, he shall send the partner a specific grant agreement ("specific agreement") in accordance with the model in Annex II. The specific agreement is governed by the terms of the framework agreement and must be signed by the authorised representatives of the parties under the same conditions as the framework agreement.
- I.2.3 By signing the specific agreement, the partner undertakes to carry out the action under his own responsibility on the terms laid down in the specific agreement and the annexes thereto and in compliance with the undertakings entered into under the framework agreement.
- I.2.4 Signature of the framework agreement by the parties shall not give rise to any obligation on the Executive Director to award a grant. It shall be without prejudice to the partner's participation in other calls for proposals with a view to the award of grants outside the action plan set out in Annex I.

ARTICLE I.3 - DURATION

- I.3.1 The framework agreement shall enter into force on the date when the last of the two parties signs.
- I.3.2 It shall be concluded for a period of four years starting from the date of its entry into force.
- I.3.3 Specific agreements must be signed before the date when the framework agreement expires. Where the actions are carried out after the above-mentioned date, the terms of the framework agreement shall continue to apply to the implementation of the corresponding specific agreements.

ARTICLE I.4 - FINANCING THE ACTIONS

- I.4.1. Co-financing amounting to not less than 5 % of the estimated total eligible cost of the action shall be required for each action for which a CEPOL grant is awarded.

The co-financing may be provided either from the partner's own resources and/or from other sources of external finance.

Contributions involving real estate (office costs) shall be excluded from the calculation of the amount of co-financing.

Contributions in kind shall be excluded from overhead costs.

- I.4.2 The provisions relating to the submission of the reports and other documents relating to the action and the arrangements for payment of the grant are set out in the Governing Board Decision 30/2006/GB, Laying down Administrative Rules, Commitments and Guidelines for its Courses and Seminars (Consolidated Version)⁴.

ARTICLE I.5 –ESTIMATED BUDGET

Estimated budget for specific grants shall be drawn in accordance with the Governing Board Decision 30/2006/GB, Laying down Administrative Rules, Commitments and Guidelines for its Courses and Seminars (Consolidated Version).

⁴ Decision 30/2006/GB: Laying down administrative rules, commitments and guidelines for its courses, seminars and conferences and repealing the decision 20/2006/GB of the Governing Board of the European Police College; adopted on 27 September 2006

ARTICLE I.6 – PAYMENT ARRANGEMENTS

The payment arrangements as laid down in the consolidated Governing Board Decision 30/2006/GB, Laying down Administrative Rules, Commitments and Guidelines for its Courses and Seminars (Consolidated Version) will apply.

ARTICLE I.7 – BANK ACCOUNT⁵

I.7.1. Payments shall be made to the partner's bank account, sub-account or account of a service provider (co-beneficiary) used by the partner due to national regulations as supplied to CEPOL⁶, denominated in Euros⁷. Any change in the partner's bank account requires the submission to the Agency of a new Financial Identification Form (BAF).

I.7.2 This account or sub-account must identify the payments made by CEPOL.

ARTICLE I.8 - GENERAL ADMINISTRATIVE PROVISIONS

I.8.1 Any communication addressed to the Executive Director in connection with the framework agreement or a specific agreement shall be in writing, indicating the number of the agreement concerned, and shall be sent to the following addresses:

European Union Agency for Law Enforcement Training - CEPOL
Attn. Executive Director Dr. Ferenc Bánfi,
1903 Budapest
Pf. 314
Hungary

E-mail address: grants@cepol.europa.eu

Administrative and financial documents shall be sent to the Agency following earlier publications by the Executive Director implementing Decision 30/2006/GB, Laying down Administrative Rules, Commitments and Guidelines for its Courses and Seminars (Consolidated Version)

⁶In the unlikely event that no BAF has been submitted, please insert the following details:

Name of bank: [...]

Address of branch: [...]

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

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

[IBAN account code: [...]

⁷ This proceeds except in the case of bank accounts in countries that do not accept euro transactions, or based on the consolidated version of GB Decision 30/2006

I.8.2 Ordinary mail shall be considered to have been received by the Agency on the date on which it is formally registered. E-mail shall be considered as received on the date it is received.

I.8.3 Any communication addressed to the partner in connection with the framework agreement or a specific agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:

Training and Research Unit
European Police College (CEPOL)
1903 Budapest
Pf. 314
Hungary

E-mail: grants@cepol.europa.eu

I.8.4 Any change of address by the partner shall be communicated in writing to address as mentioned under 1.8.3

ARTICLE 9 - LAW APPLICABLE AND COMPETENT COURT

1.9.1 Grants are governed by the terms of the framework agreement and specific agreements, the Union law applicable and, on a secondary level, by the law of the country of CEPOL seat relating to grants.

1.9.2 The partner may bring legal proceedings regarding decisions of the Executive Director concerning the application of the provisions of the above-mentioned agreements, and the arrangements for implementing them, before the General Court of the European Union and, in the event of appeal, the Court of Justice.

ARTICLE 10 – DATA PROTECTION⁸

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

⁸ Any questions on the application of Regulation (EC) No 45/2001 should be referred to the Data Protection Coordinator of your DG or to the Commission's Data Protection Officer (www.ec.europa.eu/dataprotectionofficer/).

Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union.

Partners may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. Partners should address any questions regarding the processing of their personal data to [name of the body responsible for checking data]. Partners may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

11 – OTHER SPECIAL CONDITIONS

11.1 Exchange rate applicable for the conversion of currencies into euro.

Any conversion of actual costs into euro shall be made by the partner at the monthly accounting rate established by the Commission and published on its website⁹.

11.2– Joint procurement

Where a public contract or framework contract is necessary for the implementation of a joint action between CEPOL and the Framework Partner, a procurement procedure may be carried out jointly by CEPOL and the Framework Partner, in accordance with Article 104a of the Financial Regulation¹⁰ applicable to the General Budget of the European Communities.

The joint procurement shall be implemented following the signature of a joint procurement agreement in accordance with the model in Annex III.

⁹ The Commission rate indicated is the InforEuro rate published on the BudgWeb.

¹⁰ Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union, amended by Regulation (EU, EURATOM) 2015/1929 of the European Parliament and of the Council of 28 October 2015

II -GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – UNDERTAKINGS BY THE PARTNER

By signing the framework agreement, the partner undertakes to:

- respect the common general objectives that formed the basis for establishing the partnership, as mentioned in the Preamble;
- fulfil the undertakings entered into under the action plan set out in Annex I, where appropriate together with the annual work programmes jointly agreed between the parties;
- make every effort to achieve in practice the above-mentioned common general objectives in each action for which a CEPOL grant is awarded;
- maintain relations of mutual co-operation and regular exchanges of information with CEPOL on matters of common interest to do with use of the framework agreement and on the follow-up to implementation of the action plan set out in Annex I;
- adopt a transparent attitude with regard to managing and keeping accounts on the actions for which a CEPOL grant is awarded and co-operate fully with annual or occasional checks on the implementation of the framework agreement and/or the specific agreements.

ARTICLE II.2 – LIABILITY

- II.2.1 The partner shall have sole responsibility for complying with any legal obligations incumbent on him.
- II.2.2 CEPOL shall not, in any circumstances or on any grounds, be held liable in the event of a claim under specific agreements relating to any damage caused during the execution of an action. Consequently, CEPOL will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.2.3 Except in cases of *force majeure*, the partner shall make good any damage sustained by CEPOL as a result of the execution or faulty execution of an action.
- II.2.4 The partner shall assume sole liability towards third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.3 – CONFLICTS OF INTEREST

- II.3.1 The partner undertakes to take all the necessary measures to prevent any risk of conflict of interest which could affect the impartial and objective performance of the framework agreement and/or the specific agreements. Such conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or emotional reasons, or any other common interests.
- II.3.2 Any situation constituting or likely to lead to a conflict of interest during the implementation of the framework agreement and/or the specific agreements must be brought to the attention of the Executive Director, in writing, without delay. The partner shall undertake to take whatever steps are necessary to rectify this situation without delay.
- II.3.3 The Executive Director reserves the right to check that the measures taken are appropriate and may demand that the partner take additional measures, if necessary, within a certain time.

ARTICLE II.4 - OWNERSHIP/USE OF THE RESULTS

- II.4.1 Unless stipulated otherwise in the specific agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the partner.
- II.4.2 Without prejudice to paragraph 1, the partner grants CEPOL the right to make free use of the results of an action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.5 – CONFIDENTIALITY

CEPOL and the partner undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the framework agreement or specific agreements that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the expiry date of the framework agreement.

ARTICLE II.6 - PUBLICITY

II.6.1 Unless the Executive Director requests otherwise, any communication or publication by the partner about an action, shall indicate that the action has received funding from CEPOL.

Any communication or publication by the partner, in any form and medium, shall indicate that sole responsibility lies with the author and that CEPOL is not responsible for any use that may be made of the information contained therein.

II.6.2 The partner authorises the Executive Director to publish the following information in any form and medium, including via the Internet:

- the partner's name and address,
- the subject and purpose of the grants awarded,
- the amounts granted and the proportions of the actions' total cost covered by the funding.

Upon a reasoned and duly substantiated request by the partner, the Executive Director may agree to forgo such publicity, if disclosure of the information indicated above would risk compromising the partner's security or prejudicing other major interests.

ARTICLE II.7 - EVALUATION

Whenever the Executive Director carries out an interim or final evaluation of an action's impact measured against the single programming document concerned, the partner undertakes to make available to the Agency and/or persons authorised by it all such documents or information, including information in electronic format, as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.20.

ARTICLE II.8 - SUSPENSION

II.8.1 The partner may suspend implementation of an action if exceptional circumstances make this impossible or excessively difficult, notably in the event of *force majeure*. He shall inform the Executive Director without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.8.2 If the Executive Director does not terminate the specific agreement under Article II.12.2, the partner shall resume implementation at a new date, in agreement with the Executive Director accordingly.

II.8.3 In accordance with Article II.14, a supplementary written agreement to the specific agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.9 – FORCE MAJEURE

II.9.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to *force majeure*), labour disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.

II.9.2 A party faced with *force majeure* shall inform the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, probable duration and foreseeable effects.

II.9.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.

II.9.4 Actions under way may be suspended in accordance with Article II.8.

ARTICLE II.10 - AWARD OF CONTRACTS

II.10.1 If the partner has to conclude contracts in order to carry out an action and they constitute costs under an item of eligible direct costs in the estimated budget for the action annexed to the specific agreement¹¹, he shall award the contract to the bid offering best value for money; in doing so he shall take care to avoid any conflict of interests.

II.10.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:

- (a) they may only cover the execution of a limited part of the action;
- (b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
- (c) the tasks concerned must be set out in the annex to the specific agreement that describes the action and the corresponding estimated costs must be set out in detail in the estimated budget for the action;

¹¹ E.g. contracting a hotel, transport company etc.

- (d) any recourse to the award of contracts while the action is under way, if not provided for in the grant application, shall be subject to prior written authorisation by the Executive Director;
- (e) the partner shall have sole responsibility for executing the action and complying with the terms of the framework agreement and the corresponding specific agreement. The partner must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of CEPOL under the framework agreement and/or specific agreement;
- (f) the partner must undertake to ensure that the conditions applicable to him under Articles II.2, II.3, II.4, II.5, II.6, II.7, II.11 and II.20 of the framework agreement are also applicable to the contractor.

ARTICLE II.11 - ASSIGNMENT

II.11.1 Claims against CEPOL may not be transferred.

II.11.2 In exceptional circumstances, where the situation warrants it, the Executive Director may authorise the assignment of the specific agreements, or part thereof, and any payments flowing from CEPOL to a third party, following a written request to that effect, giving reasons, from the partner. If the Executive Director agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on CEPOL.

II.11.3 In no circumstances shall such an assignment release the partner from his obligations to CEPOL.

ARTICLE II.12 – TERMINATION OF THE FRAMEWORK AGREEMENT

II.12.1 Termination by the partner

The partner may terminate the framework agreement at any time by giving 60 days' written notice. Where he avails himself of that right, he must undertake to complete the implementation of any specific agreements which have entered into force before the date when termination of the framework agreement takes effect.

In duly justified cases, the partner may withdraw his request for a grant and terminate a specific agreement which is in the process of being implemented by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account.

If no reasons are given or if the Executive Director does not accept the reasons, the partner shall be deemed to have terminated the agreement improperly, with the consequences set out in the fourth subparagraph of paragraph 4.

II.12.2 Termination by the Executive Director

With the agreement of the Management Board, the Executive Director may decide to terminate the framework agreement at any time, without any indemnity on its part, by giving 60 days' written notice. Where the Executive Director avails itself of that right, he must honour the obligations arising from the implementation of any specific agreements which have entered into force before the date when termination of the framework agreement takes effect, insofar as this implementation gives rise to expenditure foreseen in those specific agreements which is reasonable, except in the cases set out below.

The Executive Director, based on a decision of the Management Board, may decide to terminate the framework agreement and the specific agreements in the process of being implemented, without any indemnity on its part, in the following circumstances:

- (a) in the event of a change to the partner's legal, financial, technical, organisational or ownership situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- (b) if the partner fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- (c) in the event of *force majeure*, notified in accordance with Article II.9 or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.8;
- (d) if the partner is declared bankrupt, is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (e) where the Executive Director has evidence or seriously suspects the partner or any related entity or person, of professional misconduct;
- (f) if the partner has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- (g) where the Executive Director has evidence or seriously suspects the partner or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

- (h) where the Executive Director has evidence or seriously suspects the partner or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;
- (i) if the partner has made false declarations or submits reports inconsistent with reality to obtain the grant provided for in the agreement.

In the cases referred to in points (e), (g) and (h) above, any related person shall mean any physical person with powers of representation, decision-making or control in relation to the partner. Any related entity shall mean in particular any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive n° 83/349/EEC of 13 June 1983.

II.12.3 Termination procedure

The procedure is initiated by registered letter with acknowledgement of receipt or equivalent.

In the cases referred to in points (a), (b), (d), (e), (g) and (h) above, the partner shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the Executive Director fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when the termination decision is received.

If notice is not given in the cases referred to in points (c), (f) and (i) above, termination shall take effect from the day following the date when the termination decision is received.

II.12.4 Effects of termination

In the event of termination of a specific agreement, payments by the Executive Director shall be limited to the eligible costs actually incurred by the partner up to the date when termination takes effect, in accordance with Article II.18. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The partner shall have 60 days from the date when termination of the specific agreement takes effect, as notified by the Executive Director, to produce a request for final payment in accordance with Article II.16.4. If no request for final payment is received within this time limit, the Executive Director shall not reimburse the expenditure incurred by the partner up to the date of termination and it shall recover any amount, if its use is not substantiated by the technical implementation reports and financial statements approved by the Executive Director.

By way of exception, at the end of the period of notice referred to in paragraph 3, where the Executive Director is terminating a specific agreement on the grounds that the partner has failed to produce the final technical implementation report and financial statement as stipulated in the agreement and has still not complied with this obligation within two months following the written reminder sent by the Executive Director by registered letter with acknowledgement of receipt or equivalent, the Executive Director shall not reimburse the expenditure incurred by the partner up to the date on which the action ended and it shall recover any amount, if its use is not substantiated by the technical implementation reports and financial statements approved by the Executive Director.

By way of exception, in the event of improper termination by the partner or termination by the Executive Director on the grounds set out in points (a), (e), (g), (h) or (i) above, the Executive Director may require the partial or total repayment of sums already paid under a specific agreement on the basis of technical implementation reports and financial statements approved by the Executive Director, in proportion to the gravity of the failings in question and after allowing the partner to submit his observations.

ARTICLE II.13 - FINANCIAL PENALTIES

II.13.1 By virtue of the Financial Regulation applicable to the General Budget of the European Communities, any partner declared to be in grave breach of his contractual obligations shall be liable to financial penalties of between 2% and 10% of the value of the grant in question.

II.13.2 This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the establishment of the first.

II.13.3 The partner shall be notified in writing of any decision by the Executive Director to apply such financial penalties.

ARTICLE II.14 – SUPPLEMENTARY AGREEMENTS

II.14.1 Any amendment to the framework agreement or a specific agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

II.14.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the framework agreement or a grant or result in unequal treatment of applicants for framework agreements or grants.

II.14.3 If the request for amendment is made by the partner, he must send it to the Executive Director in good time before it is due to take effect and, as far as specific agreements are concerned, one month before the closing date of the action, except in cases duly substantiated by the partner and accepted by the Executive Director.

PART B - FINANCIAL PROVISIONS

ARTICLE II.15 – ELIGIBLE COSTS

II.15.1 Eligible costs of the action or work programme are costs actually incurred by the partner, which meet the following criteria:

- they are incurred during the duration of the action or of the work programme as specified in the specific agreement, with the exception of costs relating to final reports and certificates on the financial statements and underlying accounts;
- they are connected with the subject of the specific agreement and they are indicated in the estimated overall budget of the action or work programme annexed to it;
- they are necessary for the implementation of the action or of the work programme which is the subject of the specific agreement;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the partner and determined according to the applicable accounting standards of the country where the partner is established and according to the usual cost-accounting practices of the partner;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The partner's accounting and internal auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.15.2 Operating grant: not applicable.

II.15.3 In the case of a grant for an action, the eligible costs consist of direct costs.

The eligible direct costs for an action are those costs which, with due regard for the conditions of eligibility set out in paragraph 1, are identifiable as specific costs directly linked to the implementation of the action and which can therefore be booked to it direct. In particular, the direct costs as mentioned in Decision 30/2006/GB, Laying down Administrative Rules, Commitments and Guidelines for its Courses and Seminars (Consolidated Version) are eligible provided that they satisfy the criteria set out in paragraph 1.

II.15.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the partner can show that he is unable to recover it according to the applicable national legislation;
- excessive or reckless expenditure.

II.15.5 Contributions in kind shall not constitute eligible costs. However, parties agree, that the co-financing referred to in Article I.4 should be made entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the partner free of charge but bear the corresponding costs;
- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of co-financing in kind, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the action as co-financing in kind. The partner shall undertake to obtain these contributions as provided for in the specific agreement.

ARTICLE II.16 - REQUESTS FOR PAYMENT

II.16.1 Pre-financing

Pre-financing is intended to provide the partner with a float.

Where required by the paragraph on pre-financing in Article 5 of the specific agreement or the equivalent article in the framework agreement, both parties shall apply Decision 30/2006/GB, Laying down Administrative Rules, Commitments and Guidelines for its Courses and Seminars (Consolidated Version).

II.16.2 Further pre-financing payments

Not applicable.

II.16.3 Interim payments

Not applicable.

II.16.4 Payment of the balance

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the partner in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.18.

By the appropriate deadline indicated Decision 30/2006/GB, Laying down Administrative Rules, Commitments and Guidelines for its Courses and Seminars (Consolidated Version), the partner shall submit a request for payment of the balance accompanied by all documents as required by that Decision.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the framework agreement and the specific agreement, including where appropriate the annexes thereto. The partner shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the framework agreement and the specific agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the Executive Director shall have the period specified Decision 30/2006/GB on payment of the balance in Article 5 of the specific agreement or the equivalent article in the framework agreement in order to:

- approve the final report on implementation of the action;
- ask the partner for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Requests for additional information or a new report shall be notified to the partner in writing.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The partner shall be informed of that request and the extension of the delay for scrutiny by means of a formal document.

The partner shall have the period of maximum six weeks to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

Where a report is rejected and a new report requested, the approval procedure described in this Article shall apply.

In the event of renewed rejection, the Executive Director reserves the right to terminate the specific agreement by invoking Article II.12.2 (b).

ARTICLE II.17 - GENERAL PROVISIONS ON PAYMENTS

II.17.1 Payments shall be made by CEPOL in euro. Any conversion of actual costs into euro shall be made at the monthly accounting rate established by the Commission and published on its website applicable on the date(s) of the invoice(s), unless specific provisions are laid down for the purpose in the Special Conditions of the framework agreement or in the specific agreement.

Payments by CEPOL shall be deemed to be effected on the date when they are debited to CEPOL's account.

II.17.2 The Executive Director may suspend the period for payment laid down in Article 5 of the specific agreement or the equivalent article in the framework agreement at any time for the purposes of additional checks by notifying the partner that his request for payment cannot be met, either because it does not comply with the provisions of the agreement, or because appropriate supporting documents must be produced or because there is a suspicion that some of the expenses in the financial statement are not eligible.

The Executive Director may suspend the payments at any time if the partner is found or presumed to have infringed the provisions of the framework agreement or the specific agreement, in particular in the wake of the audits and checks provided for in Article II.20.

The Executive Director may also suspend its payments:

- if there is a suspicion of irregularity committed by the partner in the implementation of the grant agreement;
- if there is a suspected or established irregularity committed by the partner in the implementation of another grant agreement or grant decision funded by CEPOL by any other budget managed by it. In such cases, suspension of the payments

will only proceed where the suspected or established irregularity can affect the implementation of the current grant agreement.

The Executive Director shall inform the partner as soon as possible of any such suspension by registered letter with acknowledgement of receipt or equivalent, setting out the reasons for suspension.

Suspension shall take effect on the date when notice is sent by the Executive Director. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Executive Director.

II.17.3 The partner shall have two months from the date of notification by the Executive Director of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.18 or, failing that, of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests shall no longer be considered. The Executive Director undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply.

This procedure is without prejudice to the partner's right to appeal against the Executive Director's decision pursuant to the Article on Law applicable and competent court. Under the terms of Union law in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.18 - DETERMINING THE FINAL GRANT

II.18.1 Without prejudice to information obtained subsequently pursuant to Article II.20, the Executive Director shall adopt the amount of the final payment to be granted to the partner on the basis of the documents referred to in Article II.16.4 which it has approved.

II.18.2 Unless the interest of CEPOL requires an in advance agreed increase of the amount of the grant and with regard to article I.5, the total amount paid to the partner by the Executive Director may not exceed the maximum amount of the grant laid down in Article 3 of the specific agreement, even if the total actual eligible costs exceed the estimated total eligible costs specified in the estimated budget annexed to the specific agreement.

II.18.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the CEPOL's contribution shall be limited to the amount of these costs.

II.18.4 The partner hereby agrees that the grant shall be limited to the amount necessary to balance the receipts and expenditure of the action, in the case of a grant for an action, or of the operating budget which allows the work programme to be implemented, in the case of an operating grant, and that it may not in any circumstances produce a profit for him.

In the case of a grant for an action, profit shall mean any surplus of all actual receipts attributable to the action over the total actual costs of the action. In the case of an operating grant, profit shall mean any surplus of the partner's total actual operating receipts over his total actual operating costs.

The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the partner for financing other than the Union grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this Article. For the purposes of this Article, only actual costs of the action or the operating budget falling within the categories set out in the estimated budget annexed to the specific agreement shall be taken into account; non-eligible costs shall always be covered by non-Union resources.

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

II.18.5 Without prejudice to the right to terminate the specific agreement under Article II.12, and without prejudice to the right of the Executive Director to apply the penalties referred to in Article II.13, if the action is not implemented or is implemented poorly, partially or late, the Executive Director may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in the specific agreement.

II.18.6 On the basis of the amount of the final grant determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the Executive Director shall set the amount of the payment of the balance as being the amount still owing to the partner. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Executive Director shall issue a recovery order for the surplus.

ARTICLE II.19 – RECOVERY

II.19.1 If any amount is unduly paid to the partner or if recovery is justified under the terms of the framework agreement or a specific agreement, the partner undertakes to repay CEPOL the sum in question on whatever terms and by whatever date it may specify.

II.19.2 If the partner fails to pay by the date set by the Executive Director, the sum due shall bear interest at the rate indicated in Article II.17.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Executive Director receives full payment of the amount owed, inclusive.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.19.3 If payment has not been made by the due date, sums owed to CEPOL may be recovered by offsetting them against any sums owed to the partner, after informing him accordingly by registered letter with acknowledgement of receipt or equivalent, or by calling in the financial guarantee provided in accordance with Article II.16.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Executive Director may recover by offsetting before the due date of the payment. The partner's prior consent shall not be required.

II.19.4 Bank charges occasioned by the recovery of the sums owed to CEPOL shall be borne solely by the partner.

II.19.5 The partner understands that, under Article 299 of the Treaty on the functioning of the European Union, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the General Court of the European Union.

ARTICLE II.20 - CHECKS AND AUDITS

II.20.1 The partner undertakes to provide any detailed information, including information in electronic format, requested by the Executive Director or by any other outside body authorised by the Executive Director to check that the actions and the provisions of the framework agreement and/or specific agreements are being properly implemented.

II.20.2 The partner shall keep at the Executive Director's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to each specific agreement for a period of five years from the date of payment of the balance for the corresponding action.

II.20.3 The partner agrees that the Executive Director may have an audit of the use made of the grants awarded carried out either directly by his own staff or by any other

outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the specific agreements until their balances are paid and for a period of five years from the date of payment of the balance for the corresponding actions. Where appropriate, the audit findings may lead to recovery decisions by the Executive Director.

II.20.4 The partner undertakes to allow the Executive Director's staff and outside personnel authorised by the Executive Director the appropriate right of access to sites and premises where the actions are carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

II.20.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Executive Director.

II.20.6 The Court of Auditors shall have the right of access, as regards checks and audits.

SIGNATURES

For the partner

[forename & surname]

[function]

.....
[signature]

Done at ,

In duplicate in English

For CEPOL

Dr. Ferenc Bánfi

Executive Director

.....
[signature]

Done at Budapest (HU),

ANNEX I - ACTIONS PLANNED UNDER THE PARTNERSHIP

Training and learning actions deriving from the

- Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 2015 on the European Union Agency for Law Enforcement Training (CEPOL) and replacing and repealing Council Decision 2005/681/JHA ¹²;
- EU policies safeguarding EU security defined by the Council of the European Union, European Parliament, the European Commission and the European Council such as ‘European agenda on security and migration, ‘An open and secure Europe: make it happen’¹³, the Policy Cycle 2014-2017,

Activities of the CEPOL training portfolio are year by year defined in the Single Programming Document, covering particularly – but not exclusively – residential activities, online learning tools, common curricula, training modules, exchange and secondment programmes focusing mainly on:

1. EU Policy Cycle
2. Other international organised crime
3. Counter-terrorism
4. Special law enforcement techniques
5. EU police and judicial cooperation and networks
6. External dimension of the area of freedom, security and justice
7. Maintenance of law and order and public security
8. Leadership, learning, training and language development
9. Research and science and crime prevention
10. Fundamental rights

¹² CEPOL legal mandate,

¹³ Communication from the Commission to The European Parliament, The Council, The European Economic and Social Committee and The Committee of The Regions “An open and secure Europe: make it happen”, Brussels, 11.3.2014, COM (2014) 154 final

ANNEX II- MODEL OF A SPECIFIC GRANT AGREEMENT

SPECIFIC AGREEMENT No. CEPOL/GA/20XX/[number]
ON A GRANT FOR AN ACTION

This specific agreement hereinafter referred to as "the agreement", is concluded between:

CEPOL - European Police College, hereinafter referred to as "CEPOL", represented by its Executive Director Dr. Ferenc Bánfi, hereinafter referred to as "Executive Director" of the one part,

and,

[Title of Institution]

hereinafter "the partner", represented for the purposes of signature of this agreement by:

[Name of person representing the institution]

of the other part.

The following annexes form an integral part of the agreement:

Annex I: Description of the action (as given in Training Catalogue)

Annex II: Description of the action (as proposed by partner)

Annex III: Estimated budget of the action

Article 1 – Purpose of the Agreement

The agreement is concluded within the scope of the partnership established between the parties. It is drawn up in accordance with the relevant terms of framework partnership agreement No. CEPOL/FPA/201X/0[number] signed between CEPOL and the partner [name of the institution].

CEPOL 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 it has taken note of and accepts, for the action entitled “[title of activity]”, hereinafter “the action”.

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

Article 2 – Duration of the Agreement and of the Action

The agreement shall enter into force on the date when the last of the two parties signs.

The action shall begin three months prior to the activity to be implemented.

The action shall end after the last day of the activity in the [number] Quarter.

The end date of the action shall determine the period of eligibility for this grant.

Article 3 – Financing the Action

The estimated budget shall give a detailed breakdown of the costs that are eligible for CEPOL 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, subject to provisions for possible variations in exchange rates.

The total eligible costs of the action for which the CEPOL grant is awarded are estimated at **EUR [amount]** as shown in the estimated budget in Annex III.

CEPOL shall contribute a maximum of **EUR [amount]**, equivalent to 95% 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 – Data Protection

All personal data contained in the grant agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the institutions and bodies of the Union and on the free movement of such data. Such data shall be processed by the Controller solely in connection with the implementation and follow-up of the grant agreement and the evaluation and impact assessment of activities of [the Union] [Euratom], including the use and dissemination of foreground, without prejudice to the possibility of passing the data to the bodies in charge of a monitoring or inspection task in accordance with [Euratom and European Union] [European Community and European Union] legislation and this grant agreement.

2. Beneficiaries may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the

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

Article 5 – Additional Arrangements

Having regard to the requests of the Partner and having regard to Governing Board Decision 30/2006, CEPOL Executive Director authorises the following:

- (1) Accommodation can be arranged at a hotel.
- (2) To increase the ceiling for local transport from EUR 60.00 to EUR [amount] per participant / trainer as the venue is a police college and the distance between the airport and the college results in higher costs for local transport
- (3) Given the nature of the activity, to increase trainers fee/salary compensation from EUR 75.00 to EUR [amount] / hour [and/or] to increase the total costs of EUR 450.00 to EUR [amount] per day.
- (4) To increase the costs for interpretation from maximum of EUR 1,500.00 to EUR [amount] for full-time interpretation [and / or] to increase the costs for rental of technical equipment for interpretation of an average of EUR 750.00 to EUR [amount] per day [and / or] to increase the maximum of EUR 3,000.00 to EUR [amount] per week.
- (5) As, due to specific national regulations relating to procurement of services necessary for the implementation of the action, the Partner needs to make use of the service of a foundation or service provider for the implementation, reimbursement for costs related to this service up to 7 % of the total eligible costs will be granted in addition to the standard limit set for organisational costs of 4% / 3%.

Furthermore, the Partner will receive a pre-financing payment as indicated by the Framework Partner in its proposal (annex II to this agreement) within 3 weeks after this agreement is signed by both parties:

- | | |
|--------------------------|------------------------|
| <input type="checkbox"/> | 0 % (no pre-financing) |
| <input type="checkbox"/> | 25 % |
| <input type="checkbox"/> | 50 % |
| <input type="checkbox"/> | 75 % (maximum amount) |

Pre-financing and final payment will be transferred to the following beneficiary's account as stated by the Framework Partner in its proposal (Annex II to this agreement):

Name of the Bank Account Holder:
Name of the Bank:
Address of the Bank:
IBAN:
BIC:
Payment reference:

Framework Partnership Agreement

SIGNATURES

For the partner

[Name of representative of the partner institution]
[Title]

.....
[Signature]

Done at

[date]

In duplicate in English

For CEPOL

Dr Ferenc Bánfi
Executive
Director

.....
[Signature]

Done at Budapest (Hungary),

[date]

ANNEX III- MODEL JOINT PROCUREMENT AGREEMENT

COMMITMENT NUMBER CPL. _____

**AGREEMENT ON THE JOINT PROCUREMENT OF SERVICES FOR
CEPOL ACTIVITY [XX/20XX]:
[TITLE]**

This agreement on the joint procurement of services hereinafter referred to as "the agreement", is concluded between:

THE EUROPEAN POLICE COLLEGE, hereinafter referred to as "CEPOL", represented by its Director Dr Ferenc Bánfi, hereinafter referred to as "Director" of the one part,

and,

[Partner, address], hereinafter referred to as "the Partner", represented for the purposes of signature of this agreement by the **[Name and position]**, of the other part,

HAVE AGREED AS FOLLOWS:

Article 1

CEPOL and the Partner agree to carry out a joint public procurement procedure for the services necessary for the implementation of the CEPOL training activity [xx/20xx], [title] in accordance with Article 104 of the Financial Regulation¹⁴.

The partner shall act as contracting authority and its procedural rules shall apply¹⁵ in accordance with Article 133, second paragraph, of the Rules of Application of the Financial Regulation¹⁶.

The legal basis for organising the CEPOL training activity [xx/20xx], [title] is provided in [please delete/add as appropriate]: Work Programme 20xx, Single Programming Document 20xx, GB Decision xx/20xx etc.

CEPOL will be the organiser of this activity and will contribute with [please delete/add as appropriate]: accommodation/catering booking services (pending on whether the activity

¹⁴ Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002

¹⁵ This is justified by the functioning of CEPOL as a network, bringing together the national training institutes in the Member States whose tasks include the training of senior police officers, which shall cooperate closely to that end in accordance with Article 1(2) of Council Decision 2005/681/JHA.

¹⁶ Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union

is organised in a hotel or police venue), international /local transportation booking services for experts/participants, design of the curriculum, programme, identification of the trainers, evaluation, as well as other necessary activities as agreed with the Partner.

The Partner will be the co-organiser of this activity and will contribute with [please delete/add as appropriate]: accommodation/catering booking services (pending on whether the activity is organised in a hotel or police venue), international /local transportation booking services for experts/participants, design of the curriculum, programme, identification of the trainers, evaluation, as well as other necessary activities as agreed with CEPOL.

Article 2

The maximum estimated value of services is EUR [xxxxxx.00] as given in the estimated budget for the training activity [Annex I] which shall take place [where] between [dates] on the premises of.....

The services are to cover expenses in relation to: [please include a description of the services covered by this agreement i.e. fees for experts, accommodation and meals for experts/participants, meeting rooms, local transport, administrative costs etc.]

[Please add a budget as an annex to the agreement. Template CB 14 provided in Decision 30/2006/GB (FO.GRAG.015-1) shall be used, excluding the 5% contribution in kind which shall be entered as 0]

Article 3

The maximum number of participants/experts is estimated at [number/number].

Article 4

In application of Article 133 of the Rules of Application of the Financial Regulation, the Partner shall be empowered to evaluate the tenders and to award the contract.

The Contract shall be governed by Union law complemented, where necessary, by the national substantive law applicable to contracts concluded by the Partner. Any dispute resulting from the interpretation or application of the contract which cannot be settled amicably shall be brought before the courts competent for contracts concluded by the Partner.

Article 5

Decision 30/2006/GB of the Governing Board of the European Police College Laying down Administrative Rules, Commitments and Guidelines for its Courses and Seminars shall apply.

Article 6

The Partner agrees that the Director may have an audit of the use made of the funds carried out either directly by his own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement until their balances are paid and for a period of five years from the date of payment of the balance for the corresponding actions. Where appropriate, the audit findings may lead to recovery decisions by the Director.

The Partner undertakes to allow the Director's staff and outside personnel authorised by the Director the appropriate right of access to sites and premises where the actions are carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

Article 7

The partner has explained that a pre-financing payment is not necessary.

or

The Partner will receive a pre-financing payment in amount of 75% within 3 weeks after this agreement is signed by both parties.

Pre-financing and final payment will be transferred to the following beneficiary's account:

Name of the Bank Account Holder: [x]

Name of the Bank: [x]

Address of the Bank: [x]

IBAN: [x]

Payment reference: [x]

The agreement shall enter into force on the date when the last of the two parties signs.

SIGNATURES

For the Partner

[Name]

[Position/Representative of the (insert institution)]

For CEPOL

Dr Ferenc Bánfi
Director

.....
[Signature]

.....
[Signature]

Framework Partnership Agreement

Done at

Done in Budapest (HU)

[date]

[date]

In duplicate in English