

**Call for Proposals VP/2017/011**

**EASI – PROGRESS AXIS  
AWARENESS-RAISING ACTIVITIES ON “UPSKILLING PATHWAYS: NEW  
OPPORTUNITIES FOR ADULTS”**

**AGREEMENT n° VS/2018/0016**

**INTERNAL COOPERATION AGREEMENT  
BETWEEN THE CO-ORDINATOR AND THE BENEFICIARY**

This Agreement, drawn up in the framework of EASI – PROGRESS AXIS AWARENESS-RAISING ACTIVITIES ON “UPSKILLING PATHWAYS: NEW OPPORTUNITIES FOR ADULTS” - Call for Proposals VP/2017/011, shall govern relations between:

**INAPP – Istituto Nazionale per l’Analisi delle Politiche Pubbliche  
Corso d’Italia, 33  
I-00198 ROME  
ITALY  
C.F n.IT80111170587**

*hereafter named "the Co-ordinator", represented by its Executive Director **Avv. Paola Nicastro**,*

on the one hand

and

***inserire qui Nome organismo, Indirizzo, CF o P.IVA***

*hereafter named "the Beneficiary", represented by.....(inserire Nome e cognome del Rappresentante legale)*

on the other hand,

Which have agreed as follows:

**Article 1 – Subject**

Having regard to the provisions of **EaSI – PROGRESS Axis – “Awareness-raising activities on “Upskilling Pathways: New Opportunities for Adults”**, the Co-ordinator and the Beneficiary commit themselves to carrying out the work programme covered by this Agreement (Annex I).

This work programme comes under the **Agreement n° VS/2018/0016** concluded between the **Co-ordinator** and the **European Commission – Directorate General EMPL** (Annex I), which concerns the action entitled “**E.QU.A.L. – Enhancing Qualifications of Adult Learners through the implementation of Upskilling Pathways**” in the framework of **EaSI – PROGRESS Axis Awareness-raising activities on “Upskilling Pathways: New Opportunities for Adults”**.

1. The total cost of the project for the contractual period referred to by the **Agreement n° VS/2018/0016**, all financing combined, is estimated at **360.585,00EUR** (including all taxes and duties). The approved Budget Breakdown is annexed to this Agreement (Annex I).
2. The maximum European Union (“the EU”) contribution to cover expenditure for implementing the action shall be **270.438,00 EUR**.
3. The final financial contribution shall depend on EU evaluation of the results of the project n° **VS/2018/0016** pursuant to the rules laid down at EU level but shall, under no circumstances, give rise to a profit.
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the action “**E.QU.A.L. – Enhancing Qualifications of Adult Learners through the implementation of Upskilling Pathways**” under the **Agreement n. VS/2018/0016** passed between the **Co-ordinator** and the **European Commission – Directorate General EMPL**.
5. The subject matter of this Agreement and the related work programme are detailed in the annexes, which form an integral part of this Agreement and that each party declares to have read and approved.

## **Article 2 – Duration**

1. The project referred to in Article 1 has a duration of **18 months**. It starts on **01.04.2018** and ends on **30.09.2019**.
2. This Agreement enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the Agreement, as mentioned in Article 7.1.
3. The period of eligibility of the costs starts on **01.04.2018** and finishes on **30.09.2019**.

## **Article 3 – Obligations of the Co-ordinator**

The Co-ordinator is the intermediary for all communications between the beneficiaries and the European Commission (except if provided otherwise in the Agreement) and shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of

the project as set out in the **Agreement n° VS/2018/0016** concluded between the **Co-ordinator** and the **European Commission – Directorate General EMPL**;

2. to notify the Beneficiary with any amendment made to the **Agreement n° VS/2018/0016** concluded with the European Commission – Directorate General EMPL and to provide the Beneficiary with the amendments that concern the Beneficiary's tasks or budget;
3. to comply with all the provisions of **Agreement n° VS/2018/0016** binding **Co-ordinator** with **European Commission – Directorate General EMPL**, which is annexed to this Agreement (Annex I).

#### **Article 4 – Obligations of the Beneficiary**

The Beneficiary shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the **Agreement n° VS/2018/0016** concluded between the **Co-ordinator** and the **European Commission – Directorate General EMPL**;
2. to comply with all the provisions of **Agreement n° VS/2018/0016** binding **Co-ordinator** with **European Commission – Directorate General EMPL**, which is annexed to this Agreement (Annex I) and in particular with Art. II.2 of such Agreement defining general obligations and roles of the beneficiaries;
3. to communicate to the Co-ordinator any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the Co-ordinator, including details of costs claimed and, where appropriate, ineligible expenses.

#### **Article 5 – Financing**

1. The total expenditure to be committed by the Beneficiary for the period covered by this Agreement is estimated at **75.405,00 EUR** (including all taxes and duties).
2. The EU contribution for the Beneficiary shall be a maximum amount of **56.358,00 EUR**.

#### **Article 6 – Co-financing**

The Beneficiary's financial contribution to the project amounts to **19.047,00 EUR**.

#### **Article 7 – Payments**

1. The Contractor commits himself to carrying out payments relating to the subject matter of this Agreement to the Beneficiary according to the achievement of the tasks and according to the following schedule:
  - **1st pre-financing payment: 22.543,20 EUR**, equal to about 40% of the total contribution, within 30 days from signature of this Agreement;
  - **2nd pre-financing payment: 22.543,20 EUR**, equal to about 40% of the total contribution, upon Progress Report and financial statement approval by the European Commission and within 30 days from crediting of the 2<sup>nd</sup> payment by the European Commission on the bank account of the Co-ordinator.. This payment shall be subject to previous production by the Beneficiary of the supporting documents justifying the expenditure met, as well as of a report of the activities done. If the statement on the use of the first pre-financing payment instalment shows that less than 70% of the previous pre-financing instalment paid has been used to cover the cost of the action, the amount of the new pre-financing to be paid shall be reduced by the difference between the 70% ceiling and the amount used (accordingly with Art. 1.5.2 of the **Agreement n° VS/2018/0016** );
  - **3rd and balance payment: 11.271,60 EUR maximum**, equal to maximum 20% of the total contribution, within 30 days from crediting of the balance by the European Commission on the bank account of the Co-ordinator. This payment shall be subject to previous production by the Beneficiary of the supporting documents justifying the expenditure met, as well as of a report of the activities done.
2. All payments shall be regarded as advances pending explicit approval by the European Commission – Directorate General EMPL of the final report, the corresponding cost statement and the quality of the results of the project.
3. Any revenue generated by the project and received by the Beneficiary shall be declared in the financial statement and shall limit the EU contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Co-ordinator in order for the Co-ordinator to be able to communicate it to the European Commission – Directorate General EMPL.
4. The final payment as mentioned in Article 7.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

#### **Article 8 – Bank account**

Payments shall be made on the following bank account of the Beneficiary:

***inserire QUI coordinate bancarie dell'organismo partner DA UTILIZZARE PER L'ACCREDITO DELLE QUOTE DI CONTRIBUTO***

#### **Article 9 – Reports**

1. The Beneficiary shall provide the Co-ordinator with any information and document required for the preparation of the Interim report and with copies of all the necessary supporting documents *completed and signed by the legal representative by 31/01/2019* at the latest.

2. The Beneficiary shall provide the Co-ordinator with any information and document required for the preparation of the Final report and with copies of all the necessary supporting documents completed and signed by the legal representative by **31/10/2019** at the latest.

#### **Article 10 – Monitoring and supervision**

1. The Beneficiary shall provide without delay the Co-ordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this Agreement.
2. The Beneficiary shall make available to the Co-ordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article II.19 (**ELIGIBLE COSTS**) of the **Agreement n° VS/2018/0016 concluded between the Co-ordinator and the European Commission – Directorate General EMPL** apply *mutatis mutandis* to the Co-ordinator and the Beneficiary.

#### **Article 11 – Liability**

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The Beneficiary shall protect the Co-ordinator, the European Commission – Directorate General EMPL and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this Agreement, to the extent that these damages are not due to the serious or intentional negligence of the Co-ordinator, the European Commission – Directorate General EMPL or their personnel.

#### **Article 12 – Termination of the Agreement**

1. The Co-ordinator may terminate the Agreement if the Beneficiary has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the Beneficiary by registered letter has remained without effect for one month.
2. The Beneficiary shall immediately notify the Co-ordinator, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.

#### **Article 13 – Jurisdiction clause**

1. Failing amicable settlement, the **Courts of Rome** shall have sole competence to rule on any dispute between the contracting parties in respect of this Agreement.

2. The law applicable to this Agreement shall be the law of *Italy*.

**Article 14 – Amendments or additions to the contract**

Amendments to this Agreement shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

**Article 15 – Annexes**

This Agreement is complemented by the following Annexes:

- I) Agreement n° VS/2018/0016 concluded between the Co-ordinator and the European Commission – Directorate General EMPL and Annexes;
- II) Model of the Technical implementation reports and financial statements which are due to the European Commission (the latter when made available by the European Commission);
- III) Table for staff costs accounting (Time sheet Format).

which form an integral part of the Agreement itself.

The provisions of the **Agreement n° VS/2018/0016** (here mentioned as Annex I) take precedence over this Internal Cooperation Agreement.

SIGNATURES

For the **Co-ordinator**

For the **Beneficiary**

The legal representative

The legal representative

Avv. Paola Nicastro  
INAPP Executive Director

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Stamp of the organisation

Stamp of the organisation

Done at Rome, Date :..../.../....

Done at ....., Date :..../.../....

