

Agreement number: **[complete]**

**SPECIFIC AGREEMENT No ..../..**

This Specific agreement ("the Specific agreement") is concluded between the following parties:

On the one part,

[full official name of the NA]

[official legal form]

[official registration No]

[official address in full]

[VAT number],

The **National Agency** (hereinafter referred to as "the NA"), represented for the purposes of signature of this Specific Agreement by [function, forename and surname], and acting under delegation by the European Commission, hereinafter referred to as "the Commission",

**and**

on the other part,

"the partner"

[full official name of the partner]

[official legal form] *[if applicable]*

[official registration No] *[if applicable]*

[official address in full]

[VAT number], *[if applicable]*

[PIC number],

*[Option 1 – Partner with Quality Label]*

Quality Label code [Quality Label reference number]: .....

*[Option 2 – Partner without Quality Label but with an Erasmus+ Volunteering accreditation]*

Erasmus+ Volunteering accreditation: [Accreditation reference number]

represented for the purposes of signature of this Specific Agreement by [function, forename and surname]

The parties referred to above

HAVE AGREED

To the Specific agreement and the following annexes:

- Annex I not applicable
- Annex II Description of the action; estimated budget
- Annex III Financial and contractual rules
- Annex IV Applicable rates

Agreement number: **[complete]**

Annex V     Template for agreements to be used between partner and volunteers

## **ARTICLE 1 – SUBJECT MATTER OF THE SPECIFIC AGREEMENT**

The Specific 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 the NA and the partner on [insert the date on which the last party has signed the Framework agreement] ("the Framework agreement").

The NA has decided to award a grant ("specific grant for an action"), under the terms and conditions set out in the Specific agreement and the Framework agreement, for the action entitled **[insert title of the action in bold]** ("the action") as described in Annex II.

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

## **ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE SPECIFIC AGREEMENT**

2.1     The Specific agreement enters into force on the date on which the last party signs.

2.2     The action runs for **[insert number in bold]** [months] starting on [the first day [of the month] following the date when the last party signs the Specific agreement][insert date]<sup>1</sup>.

## **ARTICLE 3 – MAXIMUM AMOUNT AND FORM OF GRANT**

**3.1 The maximum amount of the grant is EUR [insert amount].**

**3.2 The grant takes the form of unit contributions and reimbursement of eligible costs actually incurred, in accordance with the following provisions:**

- (a) eligible costs as specified in Annex III;
- (b) estimated budget as specified in Annex II;
- (c) financial rules as specified in Annex III.

### **3.3 Budget transfers without amendment**

The partner is allowed to transfer funds between the different budget categories resulting in a change of the estimated budget and the related activities described in Annex II, without

---

<sup>1</sup> For a specific grant for an action the date must be later than the date of entry into force of the Specific agreement unless authorised otherwise by the responsible authorising officer, in case the applicant demonstrates the need to start the action before the grant agreement enters into force. In any case the indicated date should not be earlier than the date of the submission of the grant application (Article 130 FR).

Agreement number: **[complete]**

requesting an amendment of the Specific Agreement as specified in Article II.13, under the condition that:

- the Project is implemented in accordance with the approved project application and overall objectives described in Annex II,
- and the following specific rules are respected:
  - (a) The partner is allowed to transfer up to 100% of the funds allocated to travel, organisational support, pocket money and linguistic support between these budget categories or to the category inclusion support;
  - (b) The partner is allowed to transfer up to 10% of the funds allocated to budget category exceptional costs to any other budget category.

## **ARTICLE 4 – REPORTING, REQUEST FOR PAYMENTS AND SUPPORTING DOCUMENTS**

### **4.1 Reporting periods**

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from month 1 to [the last month of the action]

### **4.2 Request[s] for second [and] [,] [third][and][,][fourth][same for further] pre-financing payment[s] and supporting documents**

Not applicable

### **4.3 Request[s] for interim payment[s] and supporting documents**

Not applicable

### **4.4 Final report and request for payment of the balance**

The partner must submit a request for payment of the balance within [60] [or shorter period to be specified by the NA] calendar days following the end of the last reporting period. The partner must complete a final report on the implementation of the action. This report must contain the information needed to justify the amount requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contributions or the eligible costs actually incurred in accordance with Annex III.]

The final report is considered as the partner's request for payment of the balance of the grant.

The partner must certify that the information provided in the request for payment of the balance is full, reliable and true. It must also certify that the costs incurred can be considered eligible in

Agreement number: [complete]

accordance with the Specific Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27. of the General Conditions.

#### **4.5 Information on cumulative expenditure incurred**

Not applicable

#### **4.6 Currency for requests for payment and conversion into euro**

Requests for payment must be drafted in [...].

The partner with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union* (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>), determined over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)), determined over the corresponding reporting period.

The partner with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

***[If the NA prefers to apply an alternative conversion rate to that specified above or the national law establishes different obligations:]***

Any conversion into euro of costs incurred in other currencies must be made by the partner at [the monthly exchange rate established by the Commission and published on its website]<sup>2</sup>[the daily exchange rates published in the C series of the Official Journal of the European Union]<sup>3</sup> applicable on the day when the [request for payment is submitted]/ [cost was incurred]/ [bank account of the partner is credited]/[agreement is signed by the last of the two parties]].

[If NA chooses the above option "[bank account of the partner is credited]" and more than one pre-financing payments is foreseen: If Article 4.3 provides for a second or more pre-financing payments, the conversion rate must apply for all costs incurred in the period from the date of transfer of the related pre-financing payment until the date of transfer of the next pre-financing payment.]

---

<sup>2</sup> [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)

<sup>3</sup> <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>

Agreement number: **[complete]**

#### **4.7 Language of requests for payments and reports**

All requests for payments and reports must be submitted in **[NA to specify the language]**.

### **ARTICLE 5 — PAYMENTS AND PAYMENT ARRANGEMENTS<sup>4</sup>**

#### **5.1 Payments to be made**

The NA must make the following payments to the partner:

- a pre-financing payment;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article 4.4.

#### **5.2 Pre-financing payment**

The aim of the pre-financing is to provide the partner with a float. The pre-financing remains the property of the NA until the payment of the balance.

**[Option if the NA requires a pre-financing guarantee: The first pre-financing payment is done when the NA receives financial guarantee that fulfils the following conditions:**

- (a) it is provided by a bank or an approved financial institution or, if requested by the partner and accepted by the NA, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the NA to first have recourse against the principal debtor (i.e. the partner); and
- (c) it explicitly remains in force until the pre-financing is cleared against payment of the balance by the NA. If the payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to the partner.

The NA must release the guarantee within the following month.]

---

<sup>4</sup> 1. Normal payment schedule for grant agreements of **maximum two years included**: normally one pre-financing payment of 80% and a balance payment of 20%. However, in case of lack of sufficient payment appropriations, the NA may:

- a) reduce the first pre-financing to a percentage between 60 and 80% and apply a balance payment of 40-20% of the maximum grant amount, or
- b) split the first pre-financing into two payments without interim report, whereby the total of both payments amounts to 80% of the maximum grant amount and a balance payment of 20% of the maximum grant amount.

2. Normal payment schedule for grant agreements of **more than two years**: one pre-financing of 40% upon signature of the agreement, one further pre-financing of 40% based on an interim report and a balance payment of 20% of the maximum grant amount.

Agreement number: [complete]

[NA to choose between the following options:

**Option 1: One pre-financing payment in one instalment, with or without a progress report.**

The NA must pay to the partner within 30 days following the entry into force of the Specific Agreement [or, if applicable: following the receipt of a financial guarantee of EUR [...]5] a pre-financing payment of EUR [...] corresponding to 80% of the maximum grant amount specified in Article 3.1.

**Option 2: One pre-financing payment in two instalments, with or without a progress report.**

The NA must pay the first pre-financing to the partner in two instalments as follows:

- Within 30 days following the entry into force of the Specific Agreement [or, if applicable: following the receipt of a financial guarantee of EUR [...]6] a first payment of EUR [...] corresponding to [NA to set a percentage between 40 and 60%] [40-60]% of the maximum grant amount specified in Article 3.1;
- By [NA to insert date] a second payment of EUR [...] corresponding to [NA to set a percentage between 40 and 20%, which if added up with the percentage set for the first payment should reach 80% of the amount in Article 3.1] [40-20]% of the maximum grant amount specified in Article 3.1.

**Option 3: NA to include a special clause in case pre-financing is split in several instalments.**

*[Based on risk assessment and financial capacity checks]*

By [NA to insert date], the NA must pay to the partner [NA to complete as necessary].

**5.3 Interim payment[s]**

not applicable

**5.4 Payment of the balance**

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the partner for the implementation of the *action*.

---

<sup>5</sup> [the amount equal to the pre-financing to be paid].

<sup>6</sup> [the amount equal to the pre-financing to be paid].

Agreement number: **[complete]**

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25 of the Framework agreement, the payment of the balance takes the form of a recovery as provided for by Article II.26 of the Framework agreement.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25 of the Framework agreement, the NA must pay the balance within [60][or earlier if required by the rules applicable to the NA:] [...] calendar days from when it receives the documents referred to in Article 4.4, except if Article II.24.1 or II.24.2 of the Framework agreement apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The NA determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25 of the Framework agreement.

The amount to be paid may, however, be offset, without the partner's consent, against any other amount owed by the partner to the NA, up to the maximum amount of the grant.

### **5.5 Notification of amounts due**

The NA must send a *formal notification* to the partner:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the NA must also specify the final amount of the grant determined in accordance with Article II.25 of the Framework agreement.

### **5.6 Interest on late payment**

If the NA does not pay within the time limits for payment, the partner is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if the partner is a Member State of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Framework agreement and the Specific agreement).

Agreement number: **[complete]**

If the NA suspends the time limit for payment as provided for in Article II.24.2 of the Framework agreement or if it suspends payments as provided for in Article II.24.1 of the Framework agreement, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 5.8. The NA does not consider payable interest when determining the final amount of grant within the meaning of Article II.25 of the Framework agreement.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the partner only if the partner requests it within two months of receiving late payment.

### **5.7 Currency for payments**

The NA must make payments in euros.

### **5.8 Date of payment**

Payments by the NA are considered to have been carried out on the date when they are debited to its account.

### **5.9 Costs of payment transfers**

Costs of the payment transfers are borne as follows:

- (a) the NA bears the costs of transfer charged by its bank;
- (b) the partner bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

### **5.10 Payments to the partner**

The NA must make payments to the partner.

Payments to the partner discharge the Commission from its payment obligation.

## **ARTICLE 6 – BANK ACCOUNT FOR PAYMENTS**

All payments must be made to the partner's bank account as indicated below:

Name of bank: [...]

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



Agreement number: [complete]

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

[IBAN code: [...]]<sup>7</sup>

## **ARTICLE 7 - COMMUNICATION DETAILS OF THE PARTIES**

### **7.1 Communication details of the NA**

Any communication addressed to the NA must be sent to the following address:

[full official name of the NA]

[official address in full]

E-mail address: [official e-mail address of the NA]

### **7.2 Communication details of the partner**

Any communication from the NA to the partner must be sent to the following address:

[full official name of the partner]

[official address in full]

E-mail address: [official e-mail address of the partner]

## **ARTICLE 8 – PROTECTION AND SAFETY OF PARTICIPANTS**

The partner must have in place effective procedures and arrangements to provide for the safety and protection of the participants in their Project. The partner must ensure that each participant has adequate insurance coverage for the activities described in Annex II.

The partner must ensure that each participant in a cross-border activity is covered by the insurance policy provided by the European Solidarity Corps for the entire period of the participant's stay abroad.

## **ARTICLE 9 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provision of Article II.9.3, if the partner produces educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses<sup>8</sup>.

## **ARTICLE 10 – USE OF IT TOOLS**

---

<sup>7</sup> BIC or SWIFT code could be used for countries which do not use the IBAN code.

<sup>8</sup> Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed and the beneficiary is free to choose the specific license to apply to their work. An open licence must be associated to each resource produced. An open licence is not a transfer of copyrights or Intellectual Property Rights (IPR).

Agreement number: [complete]

### **10.1 Mobility Tool+**

The partner must make use of the web based Mobility Tool+ to record all information in relation to the activities undertaken under the Project and to complete and submit the Progress Report, Interim report (if available in Mobility Tool+ and for the cases specified in article 4.3) and Final report.

### **10.2 European Solidarity Corps Project Results Platform**

The partner may use the European Solidarity Corps Project Results Platform to disseminate project results, in accordance with the instructions provided therein.

### **10.3 European Solidarity Corps Portal**

The partner must select its participants from the European Solidarity Corps Portal by sending an offer through the "Placement Administration and Support System" (PASS).

## **ARTICLE 11 – ADDITIONAL PROVISIONS ON SUBCONTRACTING**

By way of derogation, the provisions set out in points (c) and (d) of Article II.11.1 are not applicable.

## **ARTICLE 12 – ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING**

Without prejudice to Article II.8, the partner must acknowledge the support received under the European Solidarity Corps in all communication and promotional materials, including on websites and social media. The guidelines for the partners and other third parties are available at [https://ec.europa.eu/youth/solidarity-corps/resources-and-contacts\\_en](https://ec.europa.eu/youth/solidarity-corps/resources-and-contacts_en).

## **ARTICLE 13 – SUPPORT TO PARTICIPANTS**

If, while implementing the Project, the partner has to give support to young participants, the partner must give such support in accordance with the conditions specified in Annex II and Annex V (if applicable).

In accordance with the documents provided in Annex V, the partner must:

- Transfer the financial support for the budget categories [NA to select the applicable budget categories depending on the action: [pocket money/relocation allowance] in full to the young participants, applying the rates for unit contributions as specified in Annex IV;

And

- Either transfer the financial support for the budget categories travel and linguistic support in full to the young participants, applying the rates for unit contributions as specified in Annex IV;
- or provide the support for the budget categories travel and linguistic support to the young participants in the form of provision of the required travel/linguistic support services. In such

Agreement number: [complete]

case, the partner must ensure that the provision of travel/linguistic support will meet the necessary quality and safety standards.

The partner may combine the two options set out in the previous paragraph in so far as they ensure fair and equal treatment of all participants. In such case the conditions applicable to each option must be applied for the budget categories to which the respective option is applied.

#### **ARTICLE 14 – MODIFICATIONS TO THE GRANT AGREEMENT WITHOUT AMENDMENT**

The partner may modify the Specific Agreement without requesting an amendment, on condition that:

- the Project is implemented in accordance with the approved project application and overall objectives described in Annex II,
- and the following specific rules are respected:
  - (a) The partner is free to change the duration of activities, as long as the minimum and maximum durations set out in the European Solidarity Corps Guide are respected and that the activity type is not changed;
  - (b) The partner is free to change the flows of participants, as long as the eligible criteria set out in the European Solidarity Corps Guide for the relevant activities are respected.

#### **ARTICLE 15 – PARENTAL/GUARDIAN CONSENT**

not applicable

#### **ARTICLE 16 – YOUTH PASS CERTIFICATE, CERTIFICATE OF PARTICIPATION**

**16.1** The partner must inform the participants involved in the Project about their right to be supported through the Youthpass process and receive a Youthpass certificate.

**16.2** The partner is responsible for ensuring support for the identification and documentation of the non-formal and informal learning outcomes acquired by the participants involved in the Project and has the obligation to provide a Youthpass certificate to each individual participant requiring it at the end of the activity.

**16.3** Without prejudice to the provisions above, the partner must issue each participant with a certificate of participation at the end of the activity.

#### **ARTICLE 17– ADDITIONAL PROVISION ON MONITORING AND EVALUATION**

The NA and the Commission will monitor the correct implementation of all requirements resulting from the Quality Label certification or the Erasmus+ Volunteering accreditation held by the partner.

Agreement number: [complete]

In case the monitoring reveals weaknesses, the partner must establish and implement an action plan within the timeframe specified by the NA or the Commission. In the absence of adequate and timely remedial actions by the partner, the NA will suspend or withdraw the Quality Label or the Erasmus+ Volunteering accreditation.

#### **ARTICLE 18 – ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW**

[The NA may include any additional compulsory legal provision required by the national law].

#### **ARTICLE 19 – PARTNERS WHICH ARE INTERNATIONAL ORGANISATIONS**

[to be included only if the partner is an international organisation]<sup>9</sup>

[NA to consult the Commission to check the arrangements in place for each type of international organisation in relation to EU funding]

#### **ARTICLE 20 – ONLINE LINGUISTIC SUPPORT (OLS)**

*[This Article applies only if cross-border activities of more than two months are foreseen, insofar as the main language of activity is Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish or Swedish (or additional languages once they become available in the Online Linguistic Support (OLS) tool)]*

Licences for OLS language assessment are allocated for all young people undertaking a cross-border activity of more than two months who will use one of the above languages as their main language during their activity (with the exception of native speakers). They must carry out an online assessment before and at the end of the activity.

The Project is awarded [NA to complete number: X] licences for OLS language assessments.

The Project is awarded [NA to complete number: X] licences for OLS language courses.

The partner must use the awarded licences in accordance with the provisions set out in Annex III.

Any request for an adjustment in the number of licences for OLS language assessments or in the number of licences for OLS language courses must be sent by the beneficiary to the NA. The acceptance of the request by the NA must not require an amendment of the Agreement within the meaning of Article II.13.

#### **ARTICLE 21 – SPECIFIC DEROGATIONS FROM ANNEX III OF THE SPECIFIC AGREEMENT – FINANCIAL AND CONTRACTUAL RULES**

1. For the purposes of this Specific Agreements, in Annex III the term “beneficiary” must be read as “partner”. The reference to Art. I.2.2 must be read as reference to Art. 2.2, reference to Art. I.3.3

---

<sup>9</sup> International organisations are international public-sector organisations set up by intergovernmental agreements, and specialised agencies set up by such organisations or other non-profit organisations assimilated to international organisations by a Commission decision.

Agreement number: **[complete]**

must be read as reference to Art. 3.3 and reference to Art. I.4.2 must be read as reference to Art. 4.2.

**SIGNATURES**

For the partner

For the NA

[*function*/ forename / surname]

[forename /surname]

[signature]  
Done at [place], [date]

[signature]  
Done at [place], [date]

European Solidarity Corps Specific Grant Agreement  
Volunteering Partnerships: December 2018

Agreement number: **[complete]**

### **ANNEX III**

## **FINANCIAL AND CONTRACTUAL RULES**

Agreement number: **[complete]**

**ANNEX IV**

**APPLICABLE RATES**

Agreement number: **[complete]**

**ANNEX V**

**APPLICABLE RATES**