

EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR EMPLOYMENT, SOCIAL AFFAIRS AND INCLUSION

Skills  
VET, Apprenticeships and Adult Learning

## GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

### UNDER EASI-PROGRESS

#### AGREEMENT NUMBER — VS/2020/0082

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

The European Union ('the Union'), represented by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by Dana-Carmen BACHMANN, Head of Unit, VET, Apprenticeships and Adult Learning,

and

on the other part,

1. 'the coordinator'

NATIONAL EMPLOYMENT SERVICES (NES)

BUL BAJRAM CURRI, 1001 TIRANA, ALBANIA

VAT No: ALK51731017D,

represented for the purposes of signature of the Agreement by Elira DEMIRAJ, Director

and the following other beneficiaries:

2. UNITED NATIONS DEVELOPMENT PROGRAMME (UNITED STATES)

duly represented for the signature of the Agreement by the coordinator by virtue of the mandate(s) included in Annex IV.

Unless otherwise specified, references to 'beneficiary' and 'beneficiaries' include the coordinator.

The parties referred to above

HAVE AGREED

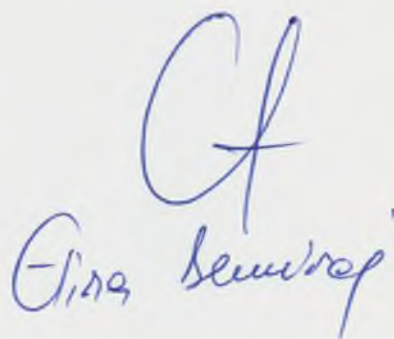
to the Special Conditions ('the Special Conditions') and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions ('the General Conditions')
- Annex III Estimated budget of the action
- Annex IV Mandate(s) provided to the coordinator by the other beneficiary(ies)
- Annex V Model technical report
- Annex VI Model financial statement: not applicable
- Annex VII Model terms of reference for the certificate on the financial statements: not applicable
- Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
- Annex IX Model terms of reference for the operational verification report: not applicable

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

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



Eina Sewwag

**SPECIAL CONDITIONS**

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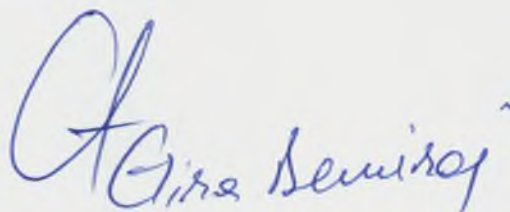
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*Abelino*

*Elixe Demirej*



**ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT**

The Commission has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the *action* entitled **Support to Continuous Unemployed Learning (SCUL)**, as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the *action*, acting on their own responsibility.

**ARTICLE I.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT**

**I.2.1** The Agreement enters into force on the date on which the last party signs it.

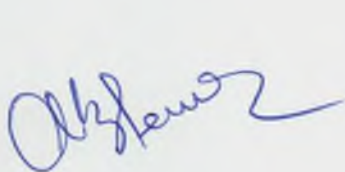
**I.2.2** The *action* runs for **24 months** starting on 1 April 2020.

**ARTICLE I.3 — MAXIMUM AMOUNT AND FORM OF THE GRANT**

**I.3.1** The *maximum amount of the grant* is EUR 649 548.35.

**I.3.2** The grant takes the form of:

- (a) the reimbursement of 80% of the eligible costs of the *action* ('reimbursement of eligible costs'), which are estimated at EUR 811 921.35 and which are:
  - (i) actually incurred ('reimbursement of actual costs') for the direct costs of the beneficiaries
  - (ii) reimbursement of unit costs: not applicable
  - (iii) reimbursement of lump sum costs: not applicable
  - (iv) declared on the basis of a flat rate of 7% of the eligible direct costs ('reimbursement of flat-rate costs') for the indirect costs of the beneficiaries
  - (v) reimbursement of costs declared on the basis of the beneficiaries' usual cost accounting practices: not applicable
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable
- (e) financing not linked to costs: not applicable



Clara Demarej

## ARTICLE I.4 — REPORTING, REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

### I.4.1 Reporting periods

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

- Reporting period 1: from month 1 to month 12
- Reporting period 2: from month 13 to month 24

### I.4.2 Request for second pre-financing payment and supporting documents

The coordinator must submit a request for the second pre-financing payment within 60 calendar days following the end of the first reporting period.

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the *action* ('technical report on progress');
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the *action* ('statement on the use of the previous pre-financing instalment').

### I.4.3 Requests for interim payments and supporting documents

Not applicable.

### I.4.4 Request for payment of the balance and supporting documents

The coordinator must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the *action* ('final technical report'), drawn up in accordance with Annex V, containing:
  - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of financing not linked to costs, unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs, or financing not linked to costs, or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b), (c) or (e));
  - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and detail the amounts for each of the forms of grant set out in Article I.3.2 for the last reporting period;

- (c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the revenue generated by the *action* referred to in Article II.25.3 for each beneficiary and its affiliated entities other than non-profit organisations;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary and for each affiliated entity, if:

- (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more; and
- (ii) the maximum grant amount indicated for that beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved external auditor or, in the case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII.

The certificate must certify that the costs declared in the final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the revenues generated by the *action* referred to in Article II.25.3 have been declared for the beneficiaries and the affiliated entities other than non-profit organisations.

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator must also certify that the costs incurred can be considered eligible in accordance with the 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.

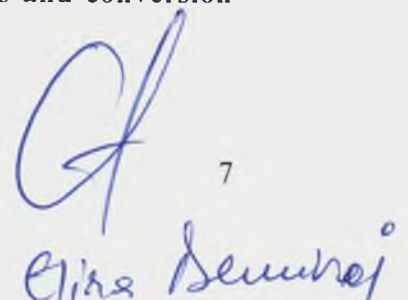
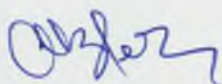
In addition, the coordinator must certify that all the revenues generated by the *action* referred to in Article II.25.3 have been declared for each beneficiary and the affiliated entities other than non-profit organisations.

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

Not applicable.

#### **I.4.6 Currency for requests for payment and financial statements and conversion into euro**

Requests for payment and financial statements must be drafted in euros.



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Elisa Demuroj



Beneficiaries and affiliated entities 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*, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

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/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), determined over the corresponding reporting period.

Beneficiaries and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

#### **I.4.7 Language of requests for payments, technical reports and financial statements**

All requests for payments, technical reports and financial statements must be submitted in English.

### **ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

#### **I.5.1 Payments to be made**

The Commission must make the following payments to the coordinator:

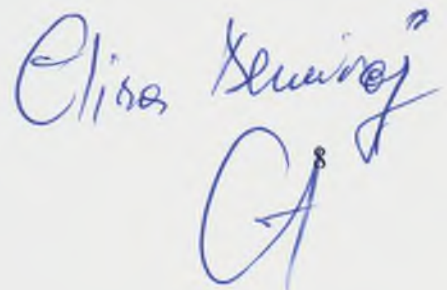

- a first pre-financing payment;
- a second pre-financing payment, on the basis of the request for the second pre-financing payment referred to in Article I.4.2;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

#### **I.5.2 Pre-financing payments**

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Commission must make a first pre-financing payment of EUR 259 819.34 to the coordinator within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

The Commission must make a second pre-financing payment of EUR 259 819.34 to the coordinator within 60 calendar days from when the Commission receives the request for second pre-financing payment referred to in Article I.4.2, except if Article II.24.1 or II.24.2 apply.





If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.4.2 shows that less than 70% of the previous pre-financing instalment paid has been used to cover costs of the *action*, the amount of the new pre-financing to be paid must be reduced by the difference between the 70% ceiling and the amount used.

### **I.5.3 Interim payments**

Not applicable.

### **I.5.4 Payment of the balance**

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the *action*.

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

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Commission must pay the balance within 90 calendar days from when it receives the documents referred to in Article I.4.4, except if Articles II.24.1 or II.24.2 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 Commission 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.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III.

### **I.5.5 Notification of amounts due**

The Commission must send a *formal notification* to the coordinator:

- (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 Commission must also specify the final amount of the grant determined in accordance with Article II.25.

### **I.5.6 Interest on late payment**

If the Commission does not pay within the time limits for payment, the beneficiaries are 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 all beneficiaries are Member States 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 Agreement).

If the Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, 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 I.5.8. The Commission does not consider payable interest when determining the final amount of the grant within the meaning of Article II.25.

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 coordinator only if the coordinator requests it within two months of receiving late payment.

#### **I.5.7 Currency for payments**

The Commission must make payments in euros.

#### **I.5.8 Date of payment**

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

#### **I.5.9 Costs of payment transfers**

Costs of the payment transfers are borne as follows:

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

#### **I.5.10 Payments to the coordinator**

The Commission must make payments to the coordinator.

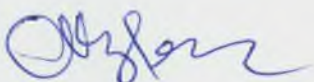
Payments to the coordinator discharge the Commission from its payment obligation.

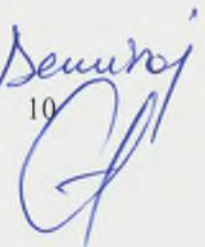
### **ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS**

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

Name of bank: CREDINS BANK

Branch address: RR. ISMAIL QEMALI, NR. 22, TIRANA, ALBANIA



Elina Demirej  
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Account name: AKADEMIA E STUDIMEVE ALBANOLOGJIKE

IBAN code: AL32212110160000000000589007

## **ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES**

### **I.7.1 Data controller**

The entity acting as a data controller as provided for in Article II.7 is the Head of Unit of DG Employment, Social Affairs and Inclusion — Employment, Programme Management and Implementation.

### **I.7.2 Communication details of the Commission**

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

European Commission  
DG Employment, Social Affairs and Inclusion  
CAD - J27  
B-1049 Brussels, Belgium  
Email address: empl-vp-2019-005@ec.europa.eu

### **I.7.3 Communication details of the beneficiaries**

Any communication from the Commission to the beneficiaries must be sent to the following address:

Mrs Elira DEMIRAJ, Director  
NATIONAL EMPLOYMENT SERVICES  
BUL BAJRAM CURRI  
1001 TIRANA  
ALBANIA  
Email address: elira.demiraj@shkp.gov.al

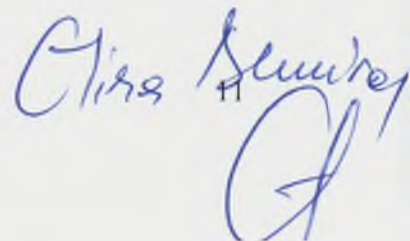
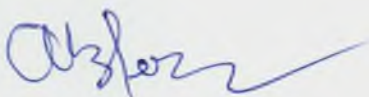
## **ARTICLE I.8 — ENTITIES AFFILIATED TO THE BENEFICIARIES**

Not applicable.

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

In accordance with Article II.9.3, whereby the Union acquires rights to use the results of the *action*, these results may be exploited using any of the following modes:

- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;
- (c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;





- (d) edit or re-write in another way the results of the *action*, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the *action*;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the *action*;
- (g) prepare derivative works of the results of the *action*;
- (h) translate, insert subtitles in, dub the results of the *action* in languages used within the EU or languages of candidate countries;
- (i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out in Article II.9.3 of the General Conditions and in the points above.

The beneficiaries must ensure that the Union has the rights of use specified in the General Conditions and in the points above for the whole duration of the industrial or intellectual property rights concerned.

#### **ARTICLE I.10 — OBLIGATION TO CONCLUDE AN INTERNAL COOPERATION AGREEMENT**

The beneficiaries must conclude an internal cooperation agreement including provisions on the management, operation and coordination of the beneficiaries and the implementation of the *action*.

#### **ARTICLE I.11 — SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES**

The financial responsibility of each beneficiary is limited to its own debt, including any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

Point (c) of the third paragraph of Article II.26.3 does not apply.

#### **ARTICLE I.12 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

Not applicable.

#### **ARTICLE I.13 — ELIGIBILITY OF VOLUNTEERS' WORK**

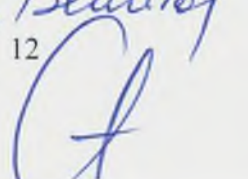
Not applicable.

#### **ARTICLE I.14 — SETTLEMENT OF DISPUTES WITH NON-EU BENEFICIARIES**

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

As an exception to Article II.18.2, any of the parties (the Commission or the non-EU beneficiary) may bring before the Belgian Courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.



Elisa Semuraj  
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Where one party has brought proceedings before the Belgian Courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts before which the proceedings have already been brought.

**ARTICLE I.15 — BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS**

**I.15.1 Certificates on the financial statements**

Certificates on the financial statements to be provided by the United Nation Development Programme in accordance with Article I.4.4 may be drawn up by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

**I.15.2 Checks and audits**

Article II.27 must be applied in accordance with any specific agreement concluded in this respect by the international organisation and the European Union.

**I.15.3 Applicable law**

Article II.18.1 does not apply to the United Nations Development Programme.

**I.15.4 Privileges and immunities**

Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities, which are accorded to the United Nations Development Programme by its constituent documents or international law.

**ARTICLE I.16 — OTHER SPECIAL CONDITIONS**

Not applicable.

**SIGNATURES**

For the coordinator

Elira DEMIRAJ,  
Director

Signature \_\_\_\_\_

Done at \_\_\_\_\_

on \_\_\_\_\_ (date)



For the Commission

Dana-Carmen BACHMANN,  
Head of Unit

Signature \_\_\_\_\_

Done at Brussels

on \_\_\_\_\_ (date)

*[Handwritten signature in blue ink]*