



EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL

Regulatory policy

FRAMEWORK PARTNERSHIP AGREEMENT

FRAMEWORK AGREEMENT NUMBER FPA/EA/ENTR/2010/ 30-CE-
0361584/00-68

The European Union ("the Union"), represented by the European Commission ("the Commission"), itself represented for the purposes of signature of this framework agreement by Mr Heinz Zourek, Director General of DG Enterprise and Industry of the one part,

and

the European Co-operation for Accreditation (EA), with its registered offices at Utrecht (The Netherlands), place of business 3511 LK Utrecht (The Netherlands), Mariaplaats 21 D, registered with the commercial register under number 30166441, ("the partner"), represented for the purposes of signature of this agreement by Mr. Graham Talbot , acting in his capacity as Chair of EA

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 the European accreditation policy as set out in Regulation 765/2008 (EC) of the European Parliament and of the Council of 9 July 2008 setting out the requirements for accreditation and market surveillance relating to the marketing of products and repealing Regulation (EEC) No 339/93.

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 agreements:
 - (A) Operating grant agreement
 - (B) Grant agreement for an action
- Annex III** Accession form between the partner and the partner's members
- Annex IV** Articles of Association of the partner

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

Having regard in particular to:

- Regulation (EC) of the European Parliament and of the Council 765/2008 of 9 July 2008 setting out the requirements for accreditation and market surveillance relating to the marketing of products and repealing Regulation (EEC) No 339/93, which stipulates in Art. 14 paragraph 2 that the body recognised as European accreditation infrastructure shall conclude an agreement with the Commission which shall specify, *inter alia*, the detailed tasks of the body, funding provisions and provisions for its supervision and in Art. 35 paragraph 4 that the common cooperation objectives and the administrative and financial conditions relating to the grants awarded to the body recognised as European accreditation infrastructure may be defined in a framework Partnership agreement signed by the Commission.

and having regard to:


- Decision No 768/2008/EC of the European Parliament and of the Council of 9 July 2008 on a common framework for the marketing of products, and repealing Council Decision 93/465/EEC

and having regard to

- The Council Resolution on 10 November 2003 on the Communication of the European Commission "Enhancing the Implementation of the New Approach Directives"

and finally, having regard to

- The General Guidelines for the Cooperation between the European co-operation for Accreditation and the European Commission, the European Free Trade Association (EFTA) and the competent national authorities dated 1. April 2009, in which the parties express a common understanding of the importance of accreditation for the European economy and life of European citizens and of its supporting role for several European policies and legislation reflecting public interest, notably in the implementation of Union harmonisation legislation, through the following common policy objectives :
 - to play a role in the completion and proper functioning of the internal market by facilitating the free movement of goods and services
 - to constitute a tool for the advancement of European competitiveness and to allow for technological innovation
 - to contribute to the elimination of technical trade barriers by creating confidence in accredited conformity assessment services thus eliminating the need for multiple accreditations and multiple assessment for products, services or systems in every country such products or services are marketed
 - to disseminate and promote the European model of accreditation based on the principles that accreditation is recognized as the last



level of control of the adequacy of conformity assessment services in both the mandatory and the voluntary areas, that accreditation is a public authority activity, that accreditation is carried out free from commercial motivations and in avoidance of competition between the accreditation bodies and between the accreditation bodies and conformity assessment bodies and that the accreditation system is fully accountable towards interested parties

- to consolidate accreditation as a central pillar of the European Quality infrastructure
- to provide flexible deliverables that respond to market needs as well as to the needs of national public authorities, in particular where accreditation is used in support of Union legislation, namely to back up the choice of conformity assessment bodies to be notified to carry out defined tasks under Union legislation
- to enhance effectiveness, uniformity, transparency, trustworthiness and an equal degree of rigour of the accreditation services within Europe
- to promote output focused, quality driven and harmonised performance of accreditation bodies, ensured by a robust peer evaluation system
- to support a high level of conformity assessment services in the mandatory and voluntary area
- to encourage accreditation bodies and accredited conformity assessment bodies to continuously develop pertinent technical knowledge, competence and means in order to provide trustworthy services
- to promote the use of accreditation in new sectors and fields of activity
- to actively contribute to the development of accreditation at international level
- to provide candidate countries, potential candidate countries and neighbouring countries with a major tool for the facilitation of adaptation of their economies to the Union market and to promote economic and technological integration, cooperation, assistance and Mutual Recognition Agreements with third countries

and having regard to

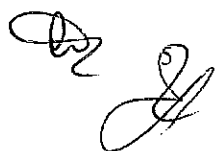
- The relevant “CERTIF” documents¹ containing a common understanding on accreditation and related issues which have been discussed and agreed upon with the Senior Officials Group on standardisation and Conformity Assessment Policy (SOGS)

Whereas:

- The framework agreement shall be used as a single reference by all European Commission Services when dealing with the financial support to accreditation activities with the Partner

¹ http://ec.europa.eu/enterprise/policies/single-market-goods/regulatory-policies-common-rules-for-products/new-legislative-framework/accreditation/index_en.htm

- EFTA may provide financial support to the Partner in parallel with the Commission on the basis of the General Guidelines mentioned in the Preamble. In this case the financing to be provided by EFTA will be indicated in the specific agreements between the Commission and the Partner

Handwritten signature or initials in the bottom right corner of the page.

I - SPECIAL CONDITIONS

ARTICLE I.1 - PURPOSE

- I.1.1 The framework agreement is concluded as part of a formalised relationship of co-operation between the Commission and the partner ("the partnership") on the basis of Union objectives and an action plan set out in Annex I, in order to contribute to the objectives of the Union policy referred to in the Preamble.
- I.1.2 The purpose of the framework agreement is to define the respective roles and responsibilities of the Commission and the partner in implementing their partnership. The specific grant agreements that may be signed under the framework agreement shall relate to grants for an action and operating grants.
- I.1.3 In the context of the action plan laid down in Annex I, the partner shall each year submit a work programme which shall be jointly agreed by the parties and shall serve as a basis for the award of grants during the year in question. The annual work programme shall be submitted by 30th September before the start of the partner's corresponding financial year. The partner should once a year report on the execution of the annual work programme to SOGS.

ARTICLE I.2 – AWARD OF GRANTS

- I.2.1 The partner may submit a proposal for action to the Commission on the basis of the annual work programme jointly agreed between the parties and the technical and financial criteria stipulated by the Commission that the actions must satisfy if they are to qualify for a grant.
- I.2.2 Where the Commission decides to accept a proposal for action, it shall send the partner a specific grant agreement ("specific agreement") in accordance with the models in Annex II. The specific agreement is governed by the terms of the framework agreement and must be signed by the authorized 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 Commission to award a grant. It shall be without prejudice to the partner's participation in other calls for proposals or calls for tender outside the framework agreement.

ARTICLE I.3 - DURATION

- I.3.1 The framework agreement shall enter into force on 1 January 2010.
- I.3.2 It shall be concluded for a period of 4 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 until the corresponding specific agreements are fully implemented.

ARTICLE I.4 – ROLE OF THE PARTNER AND ITS MEMBERS

- I.4.1 The partner's members may participate in the actions awarded on the basis of a specific action grant agreement following this partnership agreement.

In case of grants for actions, the partner's member shall sign an accession form according to the model in Annex III to this partnership agreement for each grant for action it participates in. The Accession Form will be attached to the specific action grant agreement.

Only partner's members that have signed the accession form will be eligible for Union financing for the action specified in the specific action grant agreement and will be considered as co-beneficiary to the specific action concerned.

- I.4.2 For each specific agreement to which one or more of the partner's members have acceded, the partner shall:
- a) have full responsibility for ensuring that the action is implemented in accordance with the specific agreement;
 - b) be the intermediary for all communication between the partner's Members participating in the specific action and the Commission in accordance with Article 6 of the specific action grant agreement. Any claims that the Commission might have in respect of the agreement shall be addressed to, and answered by, the partner, save where specifically stated otherwise in the agreement;
 - c) be responsible for supplying all documents and information to the Commission which may be required under the agreement, in particular in relation to the requests for payment. The partner shall not delegate any part of this task to the members participating in the specific action, to any member not participating in the action or to any other party. Where information from the members participating in the action is required, the partner shall be responsible for obtaining and verifying this information and for passing it on to the Commission;

- d) inform the partner's members participating in the specific action of any event of which the partner is aware that is liable to substantially affect the implementation of the action;
 - e) inform the Commission of transfers between headings of eligible costs, as provided in Article I.6;
 - f) establish the payment requests on behalf of the partner's members participating in the specific action, detailing the exact share and amount assigned to each Member participating in the specific action, in accordance with the specific agreement, the estimated eligible costs and the actual costs incurred. All payments by the Commission are made to the bank account(s) referred to in paragraph 1 of Article I.8;
 - g) where designated the sole recipient of payments on behalf of all of the co-beneficiaries, ensure that all the appropriate payments are made to the Partner's Members participating in the action, without unjustified delay in accordance with Article 5 of the specific agreement on a grant for action and shall inform the Commission of the distribution of the Union's financial contribution between the partner's members and of the date of transfer;
 - h) be responsible, in the event of audits, checks or evaluations, as described in Articles II.7 and II.20, for providing all the necessary documents, including the accounts of the co-beneficiaries, copies of accounting documents and signed copies of sub-contracts, if any have been concluded by the co-beneficiaries in accordance with Article II.10;
- I.4.3 For each specific agreement it has acceded to, the partner's member shall:
- a) agree upon appropriate arrangements between themselves for the proper performance of the action;
 - b) forward to the partner the data needed to draw up the reports, financial statements and other documents provided for in the agreement including its Annexes;
 - c) ensure that all information to be provided to the Commission is sent via the partner, save where the agreement specifically stipulates otherwise;
 - d) inform the partner immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
 - e) inform the partner of transfers between headings of eligible costs, as provided in the specific agreement;
 - f) provide the partner with all the necessary documents in the event of audits, checks of evaluations, as described in Articles II.7 and II.20.

ARTICLE I.5 - FINANCING THE ACTIONS

- I.5.1. Co-financing amounting to not less than 5 % of the estimated total eligible costs of the action shall be required for each action for which a Commission grant is awarded.

The specific agreements may be co-financed by the EFTA. In this case, the financing to be provided by the EFTA shall be indicated in the estimated budget for the action annexed to the corresponding specific agreements.

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

The specific agreements for an action may authorise flat-rate cover of the beneficiary's overheads up to a maximum of 10 % of total eligible direct costs for actions, except where the beneficiary's indirect costs are already covered through an operating grant financed from the Union's budget as referred to in article I.7.1

- I.5.2 The provisions relating to the submission of the reports and other documents relating to the action are set out in the specific agreement.

ARTICLE I.6 – ADJUSTMENT OF THE ESTIMATED BUDGET

I.6.1 Operating grants

By way of derogation from Article II.14, the partner may, when carrying out the action, adjust the estimated budget by transfers between headings of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action. The transfer between headings may not exceed 20% of the amount of estimated eligible costs of each heading for which the transfer is intended, and without exceeding the total eligible costs indicated in Article 3 of the specific agreement. The partner shall inform the Commission in writing

I.6.2 Grants for an action

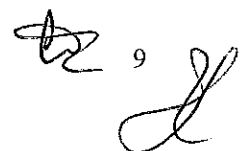
By way of derogation from Article II.14, the partner may, when carrying out the action, adjust the estimated budget by transfers between headings of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action. The transfer between headings may not exceed 10% of the amount of estimated eligible costs of each heading for which the transfer is intended and without exceeding the total eligible costs indicated in Article 4 of the specific agreement. The partner shall inform the Commission in writing at the latest at the moment of the final request for payment.

ARTICLE I.7 – PAYMENT ARRANGEMENTS

I.7.1 Operating grants

Pre-financing:

9



Within 30 days of the date when the last of the two parties signs the agreement, a pre-financing payment shall be made to the partner, representing 75% of the maximum amount of the grant specified in Article 3 of the specific operating grant agreement.

Payment of the balance:

The request for payment of the balance shall be accompanied by the final activity report and financial statement specified in Article II.16.4 of the framework agreement and by a certificate on the partner's financial statements and underlying accounts for the period in question.

The Commission shall have 45 days to approve or reject the activity report or to request additional supporting documents or information under the procedure laid down in Article II.16.4. In that case, the partner shall have 30 days to submit the additional information or a new report.

A payment representing the balance of the grant determined in accordance with Article II.18 of the framework agreement shall be made to the partner within 30 days following approval by the Commission of the activity report accompanying the request for payment of the balance.

The Commission may suspend the period for payment in accordance with the procedure in Article II.17.2 of the framework agreement.

I.7.2 Grants for an action

The payment arrangements for grants for an action are set out in the model specific agreement for an action annexed to the framework agreement (Annex IIB)

ARTICLE I.8 – BANK ACCOUNT

I.8.1 Payments shall be made to the partner's bank account or sub-account denominated in euros, as indicated below:

Name of bank: Société Générale
Address of branch: SG Paris Bercy ENTR (03327)
10 Avenue Ledru Rollin
75012 Paris

Precise denomination of the account holder: European Accreditation EA
Full account number (including bank codes): 00050619668 (bank code 30003)
IBAN account code: FR76 3000 3033 2700 0506 1966 824
SWIFT Code: SOGEFRPP

I.8.2 This account or sub-account must be reserved exclusively for EU funds paid for carrying out the actions for which the grants are awarded pursuant to the framework agreement. Moreover, the funds paid to this account or sub-account shall yield interest or equivalent benefits under the law of the State on whose territory the account or sub-account is opened. Such interest or benefits shall, if they are generated by pre-financing payments, be deducted

from the payment of the balance or recovered by the Commission as specified in Article II.17.4.

ARTICLE I.9 - GENERAL ADMINISTRATIVE PROVISIONS

- I.9.1 Any communication addressed to the Commission 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 Commission
Directorate-General Enterprise and Industry, Directorate C, Unit C1
B – 1049 Brussels, Belgium
E-mail address: entr-reg-approach-for-free-circ@ec.europa.eu

- I.9.2 Ordinary mail shall be considered to have been received by the Commission on the date on which it is formally registered by the Commission unit responsible referred to above. E-mail shall be considered as received on the date it is received. However, if the partner receives a reply asking him to redirect the e-mail, it shall not be considered as received until the correctly re-directed e-mail is received.

- I.9.3 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:

Mr Graham Talbot
Chair
European Co-operation for accreditation (EA)
Rue de Lyon 37
75012 Paris - FRANCE
E-mail address: Graham.Talbot@european-accreditation.org

- I.9.4 Any change of address by the partner shall be communicated in writing to the Commission.

ARTICLE I.10 - LAW APPLICABLE AND COMPETENT COURT

- I.10.1 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 Belgium relating to grants.

- I.10.2 The partner may bring legal proceedings regarding decisions by the Commission 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 I.11 – DATA PROTECTION

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 DG Enterprise and Industry, Unit C1-Regulatory framework for the free movement of goods, without prejudice to the possibility of passing the data to internal audit services, to the Court of 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 Unit R2 of DG ENTR. Partners may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

ARTICLE I.12 – OTHER SPECIAL CONDITIONS

The following additional special conditions apply to this grant agreement:

I.12.1 Exchange rate applicable for the conversion of currencies into euro

The partner shall submit the payment requests in accordance with article I.7 of the framework agreement, including the underlying financial statements, in euro. By way of derogation from Article II.17.1, 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 website applicable on the day when the cost was paid.

I.12.2 Implementation contracts

If the partner for the execution of the activities under the present framework agreement, in accordance with article II.10 of this Agreement, requests services to the JRC-IRMM, the costs of these services will be eligible only as far as they are not otherwise eligible for Union funding, or otherwise covered by the Union budget. Services will be performed in accordance with a collaboration agreement to be concluded between EA and JRC which will contain the necessary provisions to this end.

I.12.3 The partner shall implement the grant having regard to the principle of sound financial management, which comprises the principle of economy, efficiency and effectiveness.

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 Commission grant is awarded;
- maintain relations of mutual co-operation and regular exchanges of information with the Commission 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 Commission 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 The Commission 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, the Commission 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 the Commission 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 Commission, in writing, without delay. The partner shall undertake to take whatever steps are necessary to rectify this situation without delay.
- II.3.3 The Commission 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 the Commission 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

The Commission 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 Commission requests otherwise, any communication or publication by the partner about an action, including at a conference or seminar, shall indicate that the action has received funding from the Union.

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

- II.6.2 The partner authorizes the Commission 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 Commission may agree to forgo such publicity, if disclosure of the information indicated above would risk compromising the partner's security or prejudicing his commercial interests.

ARTICLE II.7 - EVALUATION

Whenever the Commission carries out an interim or final evaluation of an action's impact measured against the objectives of the Union programme concerned, the partner undertakes to make available to the Commission and/or persons authorized 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 Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.8.2 If the Commission does not terminate the specific agreement under Article II.12.2, the partner shall resume implementation once circumstances allow and shall inform the Commission accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension.

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 agreement, 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;
 - (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 Commission;
 - (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 the Commission 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 the Commission may not be transferred.
- II.11.2 In exceptional circumstances, where the situation warrants it, the Commission may authorize the assignment of the specific agreements, or part

thereof, and any payments flowing from them to a third party, following a written request to that effect, giving reasons, from the partner. If the Commission agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorization, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Commission.

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

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 Commission 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 Commission

The Commission may decide to terminate the framework agreement at any time, without any indemnity on its part, by giving 60 days' written notice. Where the Commission avails itself of that right, it 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 Commission 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 Commission 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 Commission 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 Commission 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 Commission 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 Commission 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 Commission, 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 Commission 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 Commission.

By way of exception, at the end of the period of notice referred to in paragraph 3, where the Commission 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 Commission by registered letter with acknowledgement of receipt or equivalent, the Commission 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 Commission.

By way of exception, in the event of improper termination by the partner or termination by the Commission on the grounds set out in points (a), (e), (g), (h) or (i) above, the Commission 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 Commission, 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 Commission 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 Commission 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 Commission.

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 In the case of an operating grant, the following operating costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the partner's usual policy on remuneration;

The corresponding salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the project concerned were not undertaken;

- travel and subsistence allowances for staff, provided that they are in line with the partner's usual practices on travel costs or do not exceed the scales approved annually by the Commission;

- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the period of eligibility for Union funding covered by the agreement may be taken into account by the Commission, except where its nature and/or use justifies different treatment by the Commission;
- costs of consumables and supplies;
- costs entailed by other contracts awarded by the partner for the purposes of implementing the work programme, provided that the conditions laid down in Article II.10 are met;
- costs arising directly from requirements imposed by the agreement (in particular, audit costs), including the costs of any financial services (especially the cost of financial guarantees);
- overheads.

II.15.3 In the case of a grant for an action, the eligible costs consist of direct costs and indirect 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 following direct costs are eligible provided that they satisfy the criteria set out in paragraph 1:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the partner's usual policy on remuneration;
- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the partner's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the Commission, except where the nature and/or the context of its use justifies different treatment by the Commission;
- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by the partner for the purposes of carrying out the action, provided that the conditions laid down in Article II.10 are met;

- costs arising directly from requirements imposed by the framework agreement or the specific agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees);

The eligible indirect costs for an action are those costs which, with due regard for the conditions of eligibility set out in paragraph 1, are not identifiable as specific costs directly linked to implementation of the action which can be booked to it direct, but which can be identified and justified by the partner using his accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from paragraph 1, the indirect costs incurred in carrying out an action may be eligible for flat-rate funding fixed at not more than 10% of the total eligible direct costs. If provision is made in the specific agreement for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

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;
- costs declared by the partner and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure.

II.15.5 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, if considered necessary or appropriate, 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.

II.15.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a grant for an action awarded to a partner who already receives an operating grant from the Commission during the period in question.

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 in case of action grant or the equivalent article in the framework agreement in case of the operating grant, the partner shall provide a financial guarantee from a bank or an approved financial institution established in one of the Member States of the Union.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the partner).

The financial guarantee shall remain in force until final payments by the Commission match the proportion of the total grant accounted for by pre-financing. The Commission undertakes to release the guarantee within 30 days following that date.

II.16.2 Further pre-financing payments

Where pre-financing is divided into several instalments, the partner may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the paragraph on further pre-financing payments in Article 5 of the specific action grant agreement in case of an action grant or the equivalent article in the framework agreement. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;
- where required by the abovementioned provisions of Article 5 or the equivalent, a financial guarantee in accordance with paragraph 1;
- where required by the abovementioned provisions of Article 5 or the equivalent, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor, or in case of public bodies, by a competent and independent public officer;
- any other documents that may be required by the specific agreement in support of the request for further pre-financing payments.

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.

II.16.3 Interim payments

Interim payments are intended to reimburse the partner for expenditure on the basis of a detailed statement of the costs incurred, once the action has reached a certain level of completion. It may clear all or part of any pre-financing.

By the appropriate deadline indicated in the Article on Submission of reports and other documents in the specific agreement, the partner shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the paragraph on interim payments in Article 5 of the specific agreement on an action grant or the equivalent article in the framework agreement, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor, or in case of public bodies, by a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the partner in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the framework agreement and the specific agreement.

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 any annexes. 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 Commission shall have the period specified in the paragraph on interim payments in Article 5 of the specific agreement on an action grant or the equivalent article in the framework agreement in order to:

- approve the interim 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.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

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 laid down in the abovementioned provisions of Article 5 or the equivalent 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 Commission reserves the right to terminate the agreement by invoking Article II.12.2 (b).

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 in the Article on Submission of reports and other documents in the specific agreement, the partner shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action;
- where required by the paragraph on payment of the balance in Article 5 of the specific agreement on an action grant or the equivalent article in the framework agreement, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the partner in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the framework agreement and the specific agreement.

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 Commission shall have the period specified in the paragraph on payment of the balance in Article 5 of the specific agreement on an action grant 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.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of the regularity or the authenticity, completeness and correctness of the declarations and information it contains.

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 laid down in the abovementioned provisions of Article 5 or the equivalent 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 Commission 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 the Commission in euro. Any conversion of actual costs into euro shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the Commission and published on its website applicable on the day when the payment order is issued by the Commission, unless specific provisions are laid down for the purpose in the Special Conditions of the framework agreement or in the specific agreement.

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

II.17.2 The Commission may suspend the period for payment laid down in Article 5 of the specific agreement on an action grant 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 Commission may suspend its 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 Commission 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 the General Budget of the Union or 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 Commission 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 Commission. 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 Commission.

II.17.3 On expiry of the period for payment specified in Article 5 of the specific agreement on an action grant or the equivalent article in the framework agreement, and without prejudice to paragraph 2 of this Article, the partner is entitled to interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the purposes of determining the final grant within the meaning of Article II.18.4. The suspension of payment by the Commission may not be considered as late payment.

By way of exception, when the interest calculated in accordance with the provisions of the first and second subparagraphs is lower than or equal to

EUR 200, it shall be paid to the partner only upon demand submitted within two months of receiving late payment.

II.17.4 The Commission shall deduct the interest yielded by pre-financing which exceeds EUR 50 000 as provided for in Article I.7 ", from the payment of the balance of the amount due to the partner. The interest shall not be treated as a receipt, within the meaning of Article II.18.4.

Where the pre-financing payments exceed EUR 750 000 per agreement at the end of each financial year, the interest shall be recovered for each reporting period. Taking account of the risks associated with the management environment and the nature of actions financed, the Commission may recover the interest generated by pre-financing lower than EUR 750 000 at least once a year.

Where the interest yielded exceeds the balance of the amount due to the partner, or is generated by pre-financing referred to in the previous subparagraph, the Commission shall recover it in accordance with Article II.19.

Interest yielded by pre-financing paid to Member States is not due to the Commission.

II.17.5 The partner shall have two months from the date of notification by the Commission 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 Commission 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 Commission'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 Commission 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 The total amount paid to the partner by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article 3 of the specific agreement for an operating grant and Article 4 of the specific agreement of an action grant 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 Commission's contribution shall be limited to the amount obtained by applying the Union grant percentage specified in Article 3 of the specific agreement for an operating grant and Article 4 of the specific agreement of an action grant to the actual eligible costs approved by the Commission.

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 Commission to apply the penalties referred to in Article II.13, if the action is not implemented or is implemented poorly, partially or late, the Commission 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 Commission 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 Commission 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 the Commission 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 Commission, 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 Commission 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 the Commission 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 Commission 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 the Commission 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 Commission or by any other outside body authorised by the Commission 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 Commission'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 Commission may have an audit of the use made of the grants awarded carried out either directly by its 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 Commission.

II.20.4 The partner undertakes to allow Commission staff and outside personnel authorised by the Commission 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 Commission.

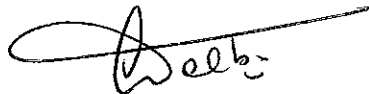
II.20.6 The Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

SIGNATURES

For the partner

Graham Talbot, Chair of EA
General,

DG



Done at BRUSSELS

In duplicate in English

30th June 2010

11:55 hrs.

For the Commission

Heinz Zourek, Director

Enterprise and Industry



Done at Brussels,

L. BRYKMAN
Directeur
REPRESENTANT AUTORISE DE
H. ZOUREK

30th June 2010
12.00

ANNEX I - ACTIONS PLANNED UNDER THE PARTNERSHIP

The activities to be carried out by the partner may cover any work for which the partner is competent under its Articles of Association and/or internal rules of procedures. In particular these activities include:

- a) the management of a rigorous peer evaluation system operated on the basis of sound and transparent evaluation criteria and procedures;
- b) the processing of technical work linked to the operation of the peer evaluation system
- c) the production and revision of sectoral accreditation schemes which is necessary and suitable for the implementation of Union policies and legislation;
- d) the activities of the secretariat of the official European accreditation infrastructure such as the coordination of accreditation activities,
- e) drawing up and updating contributions to guidelines in the field of accreditation
- f) harmonization of accreditation practices
- g) management of inter-comparisons activities
- h) the performance of preliminary or ancillary work in connection with the implementation of accreditation activities linked to the implementation of Union legislation, such as studies, programmes, evaluations, guidelines, comparative analysis, mutual joint visits, research work, the development and maintenance of databases, training activities, laboratory work, proficiency testing, inter-laboratory tests and conformity assessment work
- i) activities carried out under programmes of technical assistance, cooperation with third countries
- j) serving the Commission Services as a technical resource to advise on accreditation matters and on assessments of conformity assessment bodies in the voluntary and regulated area
- k) promotion and enhancement of the European accreditation policy
- l) cooperation with stakeholders and other interested parties
- m) participation of the partner in the activities of international organisations in the field of accreditation

ANNEX IIA- MODEL SPECIFIC OPERATING GRANT AGREEMENT



EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL

Regulatory policy

SPECIFIC AGREEMENT No/..

ON AN OPERATING GRANT

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

The European Union ("the Union"), represented by the European Commission ("the Commission"), itself represented for the purposes of signature of this agreement by Mr Heinz Zourek, Director General for the Enterprise and Industry DG of the one part,

and

the European Co-operation for accreditation (EA), with its registered offices at Utrecht, The Netherlands, ("the partner"), represented for the purposes of signature of this agreement by Mr. Graham Talbot, Chair of the other part,

whereas EFTA (European Free Trade Association) intends to provide financial support to EA in parallel with the Commission, according to the General Guidelines for the co-operation between EA and the European Commission, the European Free Trade Association and the competent national authorities.

The following annexes form an integral part of the agreement:

Appendix 1: Work programme

Appendix 2: Estimated operating budget

Article 1 – Purpose of the agreement

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

The Commission has decided to award a grant, under the terms and conditions set out in this agreement and the framework agreement, which the partner hereby declares that he has taken note of and accepts, for the work programme of the partner, which corresponds to the activities and objectives specified in the partner's articles of association.

The partner accepts the grant and undertakes to do everything in his power to carry out the work programme as described in Appendix 1, in accordance with the terms and conditions of the above-mentioned framework agreement applicable to the implementation of the agreement, acting on his own responsibility.

Article 2 - Duration

The period of eligibility for Union funding shall be 12 months from Jan 1st XXXX.

Article 3 - Financing the work programme

The total costs eligible for Union funding are estimated at EUR [...] as shown in the partner's estimated operating budget in Appendix 2. The estimated operating budget shall be in balance and shall show all the operating costs and receipts estimated by the partner for the period in question, making a distinction between costs eligible for Union funding and those not eligible, in accordance with the definition of eligible costs in Article II.15 of the framework agreement.

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

Article 4 – Payment arrangements

The Commission shall pay its contribution to the partner as specified in Article I.7 of the framework agreement.

Article 5 – Submission of reports and other documents

The activity reports, financial statements and other documents referred to in Article I.7 of the framework agreement must be submitted in 2 copies in English on the following dates:

- progress report on the implementation of the work programme on [date]

- final activity report and financial statement: within 4 months following the end of the period of eligibility for Union funding specified in Article 2.

SIGNATURES

For the partner

[forename / surname / *function*]

[signature]

Done at [place], [date]

In duplicate

For the Commission

[forename /surname]

[signature]

Done at [place], [date]

Appendix 1 – Work Programme

Appendix 2 : Budget estimate for the work programme

Table 1

EA Budget 20xx EXPENDITURE	20xx Costs in k€
Eligible costs	
[...]	
[...]	
[...]	
[...]	
+ audit costs	
TOTAL ELIGIBLE COSTS	
Non-eligible costs	
[...]	
[...]	
[...]	
[...]	
TOTAL NON-ELIGIBLE COSTS	
TOTAL EXPENDITURE	

Table 2

FUNDING	Amount in k€	Percentage of costs
Funding eligible costs		
Partner		
EC		
EFTA		
Funding of eligible costs		
Funding total costs		
Partner		
EC		
EFTA		
Funding of total costs		

ANNEX II.B – MODEL SPECIFIC GRANT AGREEMENT FOR AN ACTION



EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL

Regulatory policy

SPECIFIC AGREEMENT No .../..

ON A GRANT FOR ACTION

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

The European Union ("the Union"), represented by the European Commission ("the Commission"), itself represented for the purposes of signature of this framework agreement by Mr Heinz Zourek, Director General of DG Enterprise and Industry of the one part,
and

the European Co-operation for accreditation (EA), with its registered offices at Utrecht, The Netherlands, ("the partner"), represented for the purposes of signature of this agreement by Mr. Graham Talbot, Chair of the other part,

whereas EFTA (European Free Trade Association) intends to provide financial support to EA in parallel with the Commission, according to the General Guidelines for the co-operation between EA and the European Commission, the European Free Trade Association and the competent national authorities.

The following appendix form an integral part of the agreement:

Appendix 1: Quotation template for a grant agreement for an action, including financial quotation tables

Article 1 – Accession to the specific grant agreement

The following members of the partner will participate in the specific grant agreement in accordance with the quotation and specifications attached.

[...full name and legal form, address, represented by...]

[...full name and legal form, address, represented by...]

The partner shall make sure that all co-beneficiaries sign the Accession Form as specified in Annex III to the framework partnership agreement, by which they assume the rights and obligations following from this agreement and from the framework partnership agreement. Only partners members for which a signed

Accession Form has been attached to this agreement will be eligible for Union financing for this action.

Article 2 – Purpose of the agreement

This 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 the framework partnership agreement n° [...] signed between the Commission and the partner on [date].

The Commission 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 he has taken note of and accepts, for the action entitled [.....] (“the action”)

The partner accepts the grant and undertakes to do everything in his power to carry out the action as described in Appendix 1, in accordance with the terms and conditions of the above-mentioned framework agreement applicable to the implementation of the agreement, acting on his own responsibility.

Article 3 – Duration of the action

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

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

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

Article 4 - Financing the action

The total cost of the action is estimated at EUR [...] for the eligible costs as shown in the estimated budget in Appendix 1. The estimated budget shall give a detailed breakdown of the costs that are eligible for Union funding under the terms of Article II.15 of the framework agreement, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

The total eligible costs of the action for which the Commission grant is awarded are estimated at EUR [...], as shown in the estimated budget in Appendix 1. Indirect costs are eligible for flat-rate funding of not more than 10% of the total eligible direct costs, subject to the conditions laid down in Article II.15.3 of the framework agreement, except where the beneficiary's indirect costs are covered through an operating grant financed from the Union budget.

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

Article 5 – Payment arrangements

Pre-financing

Within 30 days of the date when the last of the two parties signs the specific agreement, a pre-financing payment shall be made to the partner, representing 40 % of the amount of the grant specified in Article 4.

Interim payment

Any request for interim payment shall be accompanied by the interim activity report and financial statement specified in Article II.16.3 of the framework partnership agreement and by a certificate on the partner's financial statements and underlying accounts for the period in question.

The Commission shall have 45 days to approve or reject the technical implementation report or to request additional supporting documents or information under the procedure laid down in Article II.16.3 of the framework agreement. In that case, the beneficiary shall have 30 days to submit the additional information requested or a new report.

The amount of the interim payment shall be determined on the basis of actual implementation of the action and the eligible costs actually incurred, as shown in the interim statement and validated by the Commission, to which shall be applied the percentage of the Union grant specified in Article 4.

In no circumstances may the interim payment exceed 40 % of the maximum amount of the grant.

The interim payment shall be made to the partner within 45 days following approval by the Commission of the documents and the receipt by the Commission of the request for interim payment.

The Commission may suspend the period for payment in accordance with the procedure in Article II.17.2 of the framework agreement.

Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement specified in Article II.16.4 of the framework agreement and by a certificate on the action's financial statements and underlying accounts.

The Commission shall have 45 days to approve or reject the technical implementation report or to request additional supporting documents or information under the procedure laid down in Article II.16.4. In that case, the partner shall have 30 days to submit the additional information or a new report.

A payment representing the balance of the grant determined in accordance with Article II.18 of the framework agreement shall be made to the partner within 30 days following approval by the Commission of the implementation report accompanying the request for payment of the balance.

The Commission may suspend the period for payment in accordance with the procedure in Article II.17.2 of the framework agreement

Article 6 – Submission of reports and other documents

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

- progress report on the action's implementation and detailed statement of the costs incurred on [date]
- interim technical implementation report and financial statement: within [...] months following [date], covering the periods [dates]
- final technical implementation report and financial statement: within 4 months following the closing date of the action specified in Article 3.

For the partner

EA
Chair of EA
Street
Postal code, city

SIGNATURES

For the partner

[name / forename / *function*]

[signature]

Done at [place], [date]

In duplicate

For the Commission

[name /forename]

[signature]

Done at [place], [date]

APPENDIX 1 - Quotation template for a Grant agreement for an action

PROPOSAL N°

["TITLE"]

1. General information

Specific agreement number:	
Subject or title of the specific agreement;	
Purpose of the action	
Requested/proposed outcome of the action	
Reference to the mandate (where applicable);	
Sub-contract(s) and/or sub-contractor(s), according to Articles I.12 and II.10 of the Framework agreement;	Short description of the tasks to be sub-contracted
Technical Committee, task force or equivalent body/group responsible for the monitoring of the action;	
Sub-committee/Working group or equivalent body/group responsible for the development of the deliverable;	/
Financial contribution requested from EC	xxx.xxx €

2. Targets dates for the overall action

Duration of the action	xx months after entering into force of SA
Interim progress report (or other deliverables) ²	xx months after entering into force of SA
Final report	xx months after entering into force of SA

3. Identification of the Partner, its Members and all subcontractors

Name and address of organization	Status
	Partner
	Partner's Member
	subcontractor

4. Context

Mandate, Commission request, Industry/sectorial request,

5. Objectives and impact

² Only deliverables which are linked with an interim payment

- 5.1 Objectives
- 5.2 Relevance
- 5.3 Indicators
- 5.4 Impact

6. Description of the different tasks

- 6.1 Introduction
- 6.2 Scope
- 6.3 Workplan & Milestones
- 6.3 Deliverables

7. Execution of the different tasks

- 7.0 Organisation (subcontracting,..).
- 7.1 Staff members
- 7.2 Travel costs (only staff members)
- 7.3 Equipment necessary to implement the action
- 7.4 Cost of consumables and supplies necessary to implement the action
- 7.5 Other costs and services necessary to implement the action
- 7.6 Subcontracting to external organizations
 - o Indicate the tasks to be subcontracted and describe the procedure of the selection to select the subcontractor(s)
 - o If the selection procedure is already done, please enclose the following documents :
 - o Call for tender documentation (specs, date of the publication, evaluation of the bids, award decision,...).

8. Budget

The estimated budget of the action (Table B1) shall describe the total costs of the partner and partners' members.

The action's revenues and the contributions to the project shall be indicated in the financing plan for the action (Table B.2).

The budget tables will be used in the quotation to describe the estimated costs and revenues. They will also be used after the accomplishment of the action to describe the real costs and revenues.

Expenditure	Total Eligible costs	Total Action Costs
Summary sheet by beneficiary		
Co-ordinator/Lead organisation - Beneficiary 1	157901,68	1157901,68
Beneficiary 2	#REF!	#REF!
Beneficiary 3	#REF!	#REF!
Beneficiary 4	#REF!	#REF!
Beneficiary 5	#REF!	#REF!
Beneficiary 6	#REF!	#REF!
Beneficiary 7	#REF!	#REF!
Beneficiary 8	#REF!	#REF!
Beneficiary 9	#REF!	#REF!
Beneficiary 10	#REF!	#REF!
Beneficiary 11	#REF!	#REF!
Beneficiary 12	#REF!	#REF!
Beneficiary 13	#REF!	#REF!
Beneficiary 14	#REF!	#REF!
Beneficiary 15	#REF!	#REF!
Beneficiary 16	#REF!	#REF!
Beneficiary 17	#REF!	#REF!
Beneficiary 18	#REF!	#REF!
Beneficiary 19	#REF!	#REF!
Beneficiary 20	#REF!	#REF!
TOTAL COSTS		#REF!
TOTAL ELIGIBLE COSTS		#REF!

Form B/1

Financing plan	Revenues	Amount EUR	Percentage of eligible costs %
Co-financing by the applicant (1)+(2)		total	0
Monetary contribution (1)			#DIV/0!
Own resources (2)			#DIV/0!
Other third party co-financers* (please specify below)		total	0
Name			
1.			#DIV/0!
2.			#DIV/0!
3.			#DIV/0!
...			
Contribution requested from the Commission		total	0
DG Enterprise			#DIV/0!
			#DIV/0!
			#DIV/0!
Direct revenues expected from the operation (please specify below)		total	0
Participants			#DIV/0!
			#DIV/0!
			#DIV/0!
Estimated bank interest generated by the grant requested over the period of implementation of the action		total	#DIV/0!
SUBTOTAL ELIGIBLE REVENUES		0	#DIV/0!
Value of contributions in kind (not applicable)		total	Balance check
Contribution allocated to the other non-eligible costs		total	#REF!
OVERALL TOTAL		0	

Form B/2

* A co-financing statement form ("C") must be filled in for each contributor.

REMINDER: The quality of the budgetary form has an impact on the evaluation of the proposal. The items in this budget should therefore be further detailed on a separate sheet.

Name of Beneficiary 1
Lead Partner/Co-ordinator:

--

Form B/1

Forward budget - Expenditure Summary Sheet	
Expenditure	Costs (EUR)
1.1 Beneficiary's own staff personnel costs **	13.754,01
1.2. Other costs	13.817,65
Travel and subsistence expenses	263,56
Equipment	5.630,39
Consumables and supplies	3.961,85
Miscellaneous	3.961,85
1.3. Services subcontracted	120.000
1. Total direct costs (1.1 + 1.2 + 1.3)	147571,66
2. Indirect costs***	10330,02
3. TOTAL ELIGIBLE COSTS (1 + 2)	157901,68
4. NON ELIGIBLE COSTS	
5. Contributions in kind	1000000,00
TOTAL COSTS FOR THE BENEFICIARY (3 + 4 + 5)	1157901,68

* see rules in grant agreement and guide for submission

** give indication of the different types and categories of resources (technical, administrative, etc.) and full detail of the related costs, by using a separate sheet.

***in case of a flat rate max 7% of "**

Indirect costs percentage	7
---------------------------	---

Name of the Beneficiary 2:

--

Form B/1

Forward budget - Expenditure Summary Sheet	
Expenditure	Costs (EUR)
1.1 Beneficiary's own staff personnel costs **	0,00
1.2. Other costs	#REF!
Travel and subsistence expenses	0,00
Equipment	0,00
Consumables and supplies	#REF!
Miscellaneous	0,00
1.3. Services subcontracted	0
1. Total direct costs (1.1+1.2+1.3)	#REF!
2. Indirect costs***	#REF!
3. TOTAL ELIGIBLE COSTS (1+2)	#REF!
4. NON ELIGIBLE COSTS	
5. Contributions in kind	
TOTAL COSTS FOR THE BENEFICIARY (3+4+5)	#REF!

* see rules in grant agreement and guide for submission

** give indication of the different types and categories of resources (technical, administrative, etc.) and full detail of the related costs, by using a separate sheet.

***in case of a flat rate max 7% of "**

Indirect costs percentage	7
---------------------------	---

Heading 1.1 - Personnel costs										
N° supp. doc.	Name	Period	Time for the project hours/days (<input type="checkbox"/>)	Total salary costs in currency (see B.1.1.b)	productive hours/days per year (see B.1.1.b)	Hourly/Daily rate in currency (see B.1.1.b)	Costs for project in currency	Curr.	exchange rate	Costs for project in €
I	Example : ME	01/05/2007 - 30/10/2007	60	50.431,37	220	229,23	13.754,01	EURO	1	13.754,01
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
						0,00	0,00			0,00
TOTAL			60							13.754,01

Name of Beneficiary 2												
Heading 1.1 - Personnel costs												
N° supp. doc.	Name	Period	Time for the project hours/days (²)	Total salary costs in currency (see B.1.1.b)	productive hours/days per year (see B.1.1.b)	Hourly/Daily rate in currency (see B.1.1.b)	Costs for project in currency	Curr.	exchange rate	Costs for project in €		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
						0,00	0,00			0,00		
TOTAL			0									0,00

Name of Beneficiary 1				
Person - daily/hourly rate calculation				
Please use one sheet per staff member involved				
<i>Please note that, at the end of the project, the Commission will ask supporting documents (ONE copy of ONE salary slip or other social document of each staff member involved in the project, declaration of social security, employer costs to the national authorities....) in order to verify this person/day rate</i>				
	Organisation name :		Expert's name :	
1	Annual Gross salary			Working days/hours calculation
2	Social security (if not included in 1)			Total days in the year
3	Employer charges (if not included in 2)			Week-end
4	Other employer costs (ex group insurances)			Annual holidays
5	Total Salary (1+2+3+4)	0		Statutory holidays
				Illness/other
6	Working days/hours [1] per year	0		Working days
				Hours per day
5/6	Daily/hourly [1] rate	#DIV/0!		Working hours
[1] Please choose				
	Organisation name : EXAMPLE		Expert's name : ME	
1	Annual Gros+A640s salary	33.689,00		Example of working days calculation
2	Social security (if not included in 1)	included in 1		Total days in the year
3	Employer charges (if not included in 2)	11.117,37		Week-end
4	Other employer costs (ex group insurances)	5.625,00		Annual holidays
5	Total Salary (1+2+3+4)	50.431,37		Statutory holidays
				Illness/other
6	Working days per year	220		Working days
				Hours per day
5/6	Daily rate	229,23		Working hours

- Please provide us with one table of working hours calculation by organisation
- Add as many sheets as necessary to have the monthly/hour rate calculated for each expert working on the project

Name of Beneficiary 2

Person - daily/hourly rate calculation

Please use one sheet per staff member involved

Please note that, at the end of the project, the Commission will ask supporting documents (ONE copy of ONE salary slip or other social document of each staff member involved in the project, declaration of social security, employer costs to the national authorities,...) in order to verify this person/day rate

Organisation name :

Expert's name :

1 Annual Gross salary

2 Social security (if not included in 1)

3 Employer charges (if not included in 2)

4 Other employer costs (ex group insurances)

5 Total Salary (1+2+3+4) **0,00**

6 Working days/hours [1] per year **0**

5/6 Daily hourly [1] rate #DIV/0!

[1] Please choose

Organisation name :

Expert's name :

1 Annual Gross salary

2 Social security (if not included in 1)

3 Employer charges (if not included in 2)

4 Other employer costs (ex group insurances)

5 Total Salary (1+2+3+4) **0,00**

6 working days per year **0**

5/6 Daily rate

- Please provide us with one table of working hours calculation by organisation

- Add as many sheets as necessary to have the monthly/hour rate calculated for each expert working on the project

Working days/hours calculation

Total days in the year

Week-end

Annual holidays

Statutory holidays

Illness/other

working days **0**

Hours per day

working hours **0**

Example of working days calculation

Total days in the year

Week-end

Annual holidays

Statutory holidays

Illness/other

working days **0**

Hours per day

working hours **0**

Name of Beneficiary 2

Heading 1.2 - Travel and subsistence expenses necessary to implement the action

No dobitniwert	Expert Name	Travel	Dates	Purpose	Mission costs	Travel (in currency)	Currency	Exchange rate	Travel EUR	Mission costs EUR	Total
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
									0,00	0,00	0,00
Total									0,00	0,00	0,00
Total									0,00	0,00	#REF!

Name of Beneficiary 1 Lead Partner/Co-ordinator									
Heading 1.2 - Equipment									
N° supp. doc.	Description equipment	Cost in currency (€)	# months used for the project	Depreciation # months	Total in charge for project in currency	Currency	Exchange rate -> €	Total in €	
5	Example : Machine x	4.000,00	10	36	1.111,11	GBP	0,6815	1.630,39	
		4000	10	10	4.000,00	EUR	1	4.000,00	
					0,00			0,00	
					0,00			0,00	
					0,00			0,00	
					Total for the period			5630,39	
<p>You may add or delete rows when necessary, and more generally, adapt this form to your own accountability method. Join all necessary supporting documents : invoices, calculation sheets for depreciation ... Please number these supporting documents and write the numbers down in the left (blue) column.</p>									
<p>(*) Exclusive of VAT unless the beneficiary concerned can demonstrate that VAT cannot be recovered. The beneficiary certifies that the costs given above are necessary and exclusively related to the implementation of the action. Equipment must be written off in accordance with the tax and accounting rules which apply to the beneficiary. Only the portion of the equipment's depreciation corresponding to the duration of the action is eligible.</p>									

Name of Beneficiary 2											
Heading 1.2 - Equipment											
N° supp. doc.	Description equipment	Cost in currency (€)	# months used for the project	Depreciation # months	Total in charge for project in currency	Currency	Exchange rate -> €	Total in €			
					0,00			0,00			
					0,00			0,00			
					0,00			0,00			
					0,00			0,00			
					0,00			0,00			
Total for the period											0,00

Name of Beneficiary 1 Lead Partner/Co-ordinator

Period covered by costs :							
Heading 1.2 - Consumables							
N° supp. doc.	Description consumable <i>example: CD</i>	# of units	unit price (€)	Total in currency (€)	Currency	Exchange rate -> €	Total in €
6		1.000,00	2,7	2.700,00	GEP	0,6815	3.961,85
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
						Total for the period	3961,85
<p><i>You may add or delete rows when necessary, and more generally, adapt this form to your own accountability method. Join all necessary supporting documents : invoices, calculation sheets, ... Please number these supporting documents and write the numbers down in the left (blue) column.</i></p>							
<p><small>(*) Exclusive of VAT unless the beneficiary concerned can demonstrate that VAT cannot be recovered. The beneficiary certifies that the costs given above are necessary and exclusively related to the implementation of the action.</small></p>							

Name of Beneficiary 2									
N° supp. doc.	Description consumable	# of units	unit price (€)	Total in currency (€)	Currency	Exchange rate -> €	Total in €		
	Period covered by costs :			0,00			0,00		
	Heading 1.2 - Consumables			0,00			0,00		
				0,00			0,00		
				0,00			0,00		
				0,00			0,00		
				0,00			0,00		
				0,00			0,00		
				0,00			0,00		
				0,00			0,00		
				0,00			0,00		
				0,00			0,00		

Name of Beneficiary 2							
Heading 1.2 - Miscellaneous other costs not included in other sheets							
N° supp. doc.	Description cost item	# of units	unit price (€)	Total in currency (€)	Currency	Exchange rate -> €	Total in €
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
				0,00			0,00
Total Heading 4 for the period							0,00

Name of Beneficiary 1 Lead Partner/Co-ordinator		Heading 1.3 - SUBCONTRACTING TO CONSULTANTS / SERVICE PROVIDERS		
The below text may be copied as many times as possible	Note that the beneficiary has to have the necessary capacity to perform the project. Only tasks that are not core business can be sub contracted to consultants.	Estimated costs of the work of the consultant per day	N° of days foreseen for the project	Total costs for the consultant = n° of days foreseen for the project * daily fee charged and paid
1. Name				
2. Tasks				
3. Explain why tasks are not core business				
4. Tasks explicitly mentioned as subcontracted in the technical annex to the grant agreement?				
5. Consultant has to be chosen after a call for tender ?				
6. Is the consultant owner, shareholder or manager of the beneficiary or has a close personal link with the beneficiary?				
7. If "Yes" please explain relationship in detail				
Total for contract 1		600	200	120.000
1. Name				
2. Tasks				
3. Explain why tasks are not core business				
4. Tasks explicitly mentioned as subcontracted in the technical annex to the grant agreement?				

5. Consultant has to be chosen after a call for tender ?					
6. Is the consultant owner, shareholder or manager of the beneficiary or has a close personal link with the beneficiary?					
7. If "Yes" please explain relationship in detail					
Total for contract 2					
1. Name					
2. Tasks					
3. Explain why tasks are not core business					
4. Tasks explicitly mentioned as subcontracted in the technical annex to the grant agreement?					
5. Consultant has to be chosen after a call for tender ?					
6. Is the consultant owner, shareholder or manager of the beneficiary or has a close personal link with the beneficiary?					
7. If "Yes" please explain relationship in detail					
Total for contract 3					
GRAND TOTAL					
				€	120.000

Name of Beneficiary 2		SUBCONTRACTING TO CONSULTANTS / SERVICE PROVIDERS		
Heading 1.3 - SUBCONTRACTING TO CONSULTANTS / SERVICE PROVIDERS		Estimated costs of the work of the consultant per day	N° of days foreseen for the project	Total costs for the consultant = n° of days foreseen for the project * daily fee charged and paid
The below text may be copied as many times as possible	Note that the beneficiary has to have the necessary capacity to perform the project. Only tasks that are not core business can be sub contracted to consultants.			
1. Name				
2. Tasks				
3. Explain why tasks are not core business				
4. Tasks explicitly mentioned as subcontracted in the technical annex to the grant agreement?				
5. Consultant has to be chosen after a call for tender ?				
6. Is the consultant owner, shareholder or manager of the beneficiary or has a close personal link with the beneficiary?				
7. If "Yes" please explain relationship in detail				
Total for contract 1				0
1. Name				
2. Tasks				
3. Explain why tasks are not core business				
4. Tasks explicitly mentioned as subcontracted in the technical annex to the grant agreement?				

5. Consultant has to be chosen after a call for tender ?					
6. Is the consultant owner, shareholder or manager of the beneficiary or has a close personal link with the beneficiary?					
7. If "Yes" please explain relationship in detail					
Total for contract 2					
1. Name					
2. Tasks					
3. Explain why tasks are not core business					
4. Tasks explicitly mentioned as subcontracted in the technical annex to the grant agreement?					
5. Consultant has to be chosen after a call for tender ?					
6. Is the consultant owner, shareholder or manager of the beneficiary or has a close personal link with the beneficiary?					
7. If "Yes" please explain relationship in detail					
Total for contract 3					
GRAND TOTAL					
				€	0

**ANNEX III – MODEL OF ACCESSION FORM BETWEEN THE PARTNER
("BENEFICIARY") AND THE PARTNER'S MEMBERS ("CO-
BENEFICIARIES")**

According to Article I.4.1 of the Framework agreement, the partner's members participating in actions co-funded by the Commission ("co-beneficiaries") shall sign an agreement with the partner ("beneficiary") reflecting the conditions applicable to them under the Framework Agreement. The following template for such agreements shall be used.

**DECLARATION OF ACCESSION TO SPECIFIC GRANT AGREEMENT
SA/EA/ENTR/.../200/..**

Ref: 1) Framework Partnership Agreement [Ref.] between EA and the European Commission of
YYYY-MM-DD

[full name and legal form of the partner's member] ("the co-beneficiary"), represented for the purpose hereof by *[name of legal representative]* (*function*) [and/or (*name of legal representative*), (*function*)], or *her/his/their authorised representative, established in (full address: city/state/province/country (person legally authorised to act on behalf of the legal entity))* acting as its legal authorised representative, hereby consents to become a co-beneficiary to specific grant agreement No° (relating to *project [title]*) concluded between the *Commission* of the European Union ("*the Commission*") and *[name of the partner and legal form (acronym) established in (full address: city/state/province/country)]* ("the beneficiary"), of which the co-beneficiary is a Member

The co-beneficiary herewith accepts all rights and obligations of a beneficiary to the action.

The co-beneficiary further acknowledges and accepts the terms of the Framework Partnership Agreement, concluded between the partner – of which it is a Member – and the Commission on [date], and assumes the rights and obligations following from it in relation to the eligibility to Community funding in general and to this specific grant agreement in particular.

The rights and obligations following from the Framework Partnership agreement include in particular:

- agree upon appropriate arrangements with the partner for the proper performance of the action;
- forward to the partner the data needed to draw up the reports, financial statements and other documents provided for in the agreement including its Annex
- ensure that all information to be provided to the Commission is sent via the partner, save where the agreement specifically stipulates otherwise;
- inform the partner immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- inform the partner of transfers between headings of eligible costs, as provided in the specific agreement;
- provide the partner with all the necessary documents in the event of audits, checks of evaluations, as described in Articles II.07 and II.20.
- comply with the conditions of article I.12 and II.10 where the execution of the tasks is subcontracted to third parties by the co-beneficiary
- facilitate the checks and audits as foreseen in Article II.20 of the Framework

Done in 3 copies, of which one shall be kept by the partner and one by [name of the co-beneficiary], the third being sent to the Commission by the partner in accordance with Article 1 of the grant agreement and Article I.4.1 of the Framework Partnership agreement.

Name of Legal Entity [full name of the co-beneficiary]

Name of legal representative(s): (written out in full)

Signature of legal representative(s):

Date:

Stamp of the organisation

ANNEX IV – ARTICLES OF ASSOCIATION OF THE PARTNER



C/M/S/ Derks Star Busmann

60903187/HVZ/JMM

AKTE VAN STATUTENWIJZIGING EUROPEAN CO-OPERATION FOR ACCREDITATION (EA)

Heden, achtentwintig december tweeduizend negen, verschijnt voor mij, mr. Harriët van Zenderen, notaris te Utrecht:

de heer Jan Carel van der Poel, geboren op drieëntwintig april _____ negentienhonderdeenenvijftig te Sneek, wonende te 7316 BD Apeldoorn, Tutein Noltheniuslaan 7, gehuwd, houder van een rijbewijs met nummer 3316897326. _____
De verschijnende persoon verklaart: _____

1. De algemene vergadering van de vereniging met volledige rechtsbevoegdheid: — **EUROPEAN CO-OPERATION FOR ACCREDITATION (EA)**, met — statutaire zetel in de gemeente Utrecht, kantoorhoudende te 3511 LK Utrecht, — Mariaplaats 21d, ingeschreven in het handelsregister onder dossiernummer — 30166441, hierna te noemen: de "vereniging" of "EA", heeft op zesentwintig — november tweeduizend negen besloten tot partiële wijziging van de statuten van de vereniging met ingang van een januari tweeduizend tien en tot verlening van machtiging aan de verschijnende persoon om de akte van statutenwijziging te — doen verlijden, hetgeen blijkt uit een uittreksel uit de notulen van de algemene — vergadering, waarvan een exemplaar aan deze akte wordt gehecht. _____
2. De statuten van de vereniging zijn laatstelijk gewijzigd bij akte, op drie mei — tweeduizend vier verleden voor mr. Comelis Everardus Martinus van — Steenderen, notaris te Rijswijk. _____

Ter uitvoering van de hiervoor bedoelde besluiten verklaart de verschijnende persoon de statuten van de vereniging hierbij zodanig te wijzigen dat met ingang van een — januari tweeduizend tien: _____

I. Artikel 1 en zijn opschrift komt te luiden als volgt: _____

NAAM EN ZETEL

Artikel 1

1. De vereniging draagt de naam: EUROPEAN CO-OPERATION FOR — ACCREDITATION (EA). _____
2. De vereniging heeft haar zetel in de gemeente Utrecht. _____
3. De vereniging is een rechtspersoon naar Nederlands recht. _____

II. Artikel 2 en zijn opschrift komt te luiden als volgt: _____

DOEL

Artikel 2

De vereniging heeft tot doel: _____

1. het dienen als een coöperatief netwerk van haar leden ter bevordering van — een samenhangend Europees systeem voor accreditatie; _____

A handwritten signature and the date '65' are located in the bottom right corner of the page.



2. het harmoniseren van en het bouwen aan samenhang in accreditatie als activiteit van openbaar gezag ter ondersteuning van de Europese handel en industrie en zijn behoeften en volgens de eisen die in de toepasselijke Europese verordeningen vastgesteld;
3. het vaststellen en het handhaven van criteria en procedures voor collegiale toetsingsactiviteiten;
4. het evalueren van de naleving door de nationale accreditatie-instanties van de vereisten van de toepasselijke Europese verordeningen, relevante geharmoniseerde normen en andere toepasselijke criteria zoals op en overeengekomen door de vereniging;
5. het instandhouden en versterken van de multilaterale overeenkomst op basis van wederzijdse erkenning van de collegiale toetsing van de door EA leden uitgevoerde accreditatieactiviteiten en het bevorderen van de internationale acceptatie van deze overeenkomst;
6. het bevorderen van het totstandkomen van overeenkomsten inzake wederzijdse erkenning van accreditatie activiteiten op internationaal niveau;
7. het bevorderen van het vertrouwen in de Europese infrastructuur, kundigheid en dienstenverlening met betrekking tot kalibratie, certificering, keurings-, test- en andere activiteiten waarmee de EA zich bezighoudt;
8. het fungeren als kenniscentrum voor technische kwesties en het bijdragen aan de ontwikkeling, onderhoud en uitvoering van accreditatie in landen van de Europese Unie (EU) en de Europese Vrijhandelszone (EVA) en internationaal;
9. het zijn van instantie erkend door de Europese Commissie en de EVA als de Europese accreditatie-infrastructuur.

III. Artikel 3 en zijn opschrift komt te luiden als volgt:

VERMOGEN

Artikel 3

Het vermogen van de vereniging wordt gevormd door:

- a. contributies van de leden;
- b. gelden die de vereniging op andere wijze verkrijgt.

IV. Artikel 4 en zijn opschrift komt te luiden als volgt:


LEDEN VAN DE VERENIGING

Artikel 4

1. De vereniging kent twee soorten leden:
 - A. volledige leden zijn:
 - a. nationale accreditatie-instanties, wettelijk aangewezen als bedoeld in verordening EG nummer 765/2008 van het Europees Parlement en de Raad van de Europese Unie, in een land dat (economie die):
 - i. een lidstaat is van de EU, of
 - ii. een lidstaat is van de EVA, of
 - iii. formeel door de EU of de EVA erkend is als kandidaat-lid



- voor toetreding tot de EU of de EVA; _____
- b. de nationale accreditatie instanties die lid zijn van EA op _____
eenendertig december tweeduizend negen aan wie in een _____
individueel geval ontheffing van de hierboven omschreven _____
vereisten voor het volledige lidmaatschap is verleend door de _____
algemene vergadering, aan welke ontheffing nadere voorwaarden _____
kunnen worden gesteld; _____
- B. geassocieerde leden zijn de nationale accreditatie instanties die _____
wettelijk als zodanig zijn aangewezen door landen: _____
- a. die door de EU of de EVA zijn aangewezen als potentiële _____
kandidaat-landen voor het EU- of het EVA-lidmaatschap, of _____
- b. die door de EU in het Europees Nabuurschapbeleid van de _____
Europese Commissie zijn aangewezen als landen van bijzonder _____
belang. _____
2. Nationale accreditatie instanties die het volledige lidmaatschap van de _____
vereniging aanvragen dienen aan te tonen dat zij zijn aangewezen, zoals _____
voorgeschreven in de toepasselijke Europese verordeningen. _____
3. Een nationale accreditatie instantie die het geassocieerde lidmaatschap van _____
de vereniging aanvraagt moet het bewijs leveren dat: _____
- a. deze is aangewezen als de enige nationale accreditatie instantie in het _____
land; _____
- b. deze werkzaam is op een niet commerciële (not-for-profit) basis; _____
- c. deze operationeel is en voldoet aan of in de toekomst zal voldoen aan _____
vereiste vastgestelde relevante geharmoniseerde normen en in EA _____
verplichte documenten. _____
4. Aanvraag voor het lidmaatschap geschiedt bij het secretariaat. De algemene _____
vergadering beslist of aan een verzoeker al dan niet als lid wordt toegelaten.
5. Leden schrijven zich in voor een periode van twaalf maanden - de _____
contributieperiode - ingaande op één januari van het jaar volgend op de _____
acceptatie door EA. _____
6. Een lid is verplicht jaarlijks contributie te betalen. Het contributiebedrag _____
wordt vastgesteld door de algemene vergadering uiterlijk op één december _____
van het jaar voorafgaande aan het jaar waarvoor de contributie betaald dient _____
te worden. _____
7. Een lid heeft het recht om het lidmaatschap van de vereniging te beëindigen _____
tegen het einde van de contributieperiode, met inachtneming van een _____
opzeggingstermijn van ten minste twee maanden, door middel van een _____
schriftelijke aan het secretariaat gerichte opzegging daartoe, mits het lid aan _____
al zijn financiële verplichtingen jegens de vereniging heeft voldaan of deze _____
voor het einde van de betreffende contributieperiode zal hebben voldaan. _____
8. De algemene vergadering kan het lidmaatschap van een lid beëindigen _____
indien het niet langer aan het bepaalde krachtens de statuten of het _____

 67



C/M/S/ Derks Star Busmann

60903187/HVZ/JMM

- huishoudelijk reglement voldoet zoals bepaald in artikel 20 of indien het lid handelt in strijd met de statuten, het huishoudelijk reglement, rechtsgeldig — genomen besluiten of de belangen van de vereniging. —
9. Het bestuur stelt het betrokken lid schriftelijk in kennis van een besluit tot — beëindiging van het lidmaatschap onder opgave van redenen en met — vermelding van de datum waarop het lidmaatschap eindigt. —
10. Meer gedetailleerde regels voor het lidmaatschap zijn opgenomen in een — afzonderlijk document. —

De verschijnende persoon is mij, notaris, bekend. —
WAARVAN AKTE wordt verleden te Utrecht op de datum in het hoofd van deze — akte vermeld. —

Na zakelijke opgave van de inhoud van deze akte en na het geven van een toelichting daarop aan de verschijnende persoon, heeft deze verklaard tijdig van de inhoud van — deze akte te hebben kennisgenomen en daarmee in te stemmen. —

Vervolgens wordt deze akte onmiddellijk na beperkte voorlezing door de — verschijnende persoon en mij, notaris, ondertekend. —

(Volgt ondertekening)

UITGEGEVEN VOOR AFSCHRIFT



This document is an unofficial English translation of a document prepared in Dutch. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

**DEED OF AMENDMENT OF ARTICLES OF ASSOCIATION
EUROPEAN CO-OPERATION FOR ACCREDITATION (EA)**

This day, the twenty-eighth day of December two thousand nine, appears before me, Mrs. Harriët van Zenderen, civil-law notary in Utrecht, the Netherlands:
Mr. Jan Carel van der Poel, born on the twenty-third day of April nineteen hundred fifty one in Sneek, the Netherlands, residing at 7316 BD Apeldoorn, the Netherlands, Tutein Noltheniuslaan 7, married, holder of a Dutch driving license having the number 3316897326.

The person appearing declares:

- ./.
1. On the twenty-sixth day of November two thousand nine, the general assembly of the association with full legal capacity organised under the laws of the Netherlands: **EUROPEAN CO-OPERATION FOR ACCREDITATION (EA)**, with corporate seat in the municipality of Utrecht, the Netherlands, and office address at 3511 LK Utrecht, the Netherlands, Mariaplaats 21d, registered with the trade register under file number 30166441, hereinafter referred to as: the "association" or "EA", resolved to amend the articles of association of the association per the first day of January two thousand ten and to authorise the person appearing to execute the deed of amendment of articles of association, as appears from an extract of the minutes of the general assembly, a copy of which is attached to this deed.
 2. The articles of association of the association were lastly amended by deed, executed on the third day of May two thousand four before Mr. Cornelis Everardus Martinus van Steenderen, civil-law notary in Rijswijk, the Netherlands.

Pursuant to the aforementioned resolutions the person appearing declares that he hereby partly amends the articles of association of the association such that per the first day of January two thousand ten:

I. Article 1 and its heading shall read as follows:

NAME AND REGISTERED OFFICE

Article 1

1. The name of the association is: EUROPEAN CO-OPERATION FOR ACCREDITATION (EA).
 2. The association has its registered office in the municipality of Utrecht, the Netherlands.
 3. The Association is governed by the law of the Netherlands.
- II. Article 2 and its heading shall read as follows:

OBJECTIVES

Article 2

The objectives of the association are:

1. to serve as a cooperative network of its members for the furtherance of a coherent European accreditation system;
2. to harmonise and build consistency in accreditation as a public authority activity to support European trade and industry according to its needs and to the requirements laid down in applicable European Regulations;
3. to establish and maintain criteria and procedures for peer evaluation activities;
4. to evaluate the compliance of national accreditation bodies with the requirements of applicable European Regulations, relevant harmonised standards and other criteria as applicable and agreed by the association;
5. to consolidate and strengthen the multilateral agreement based on the peer evaluation activities on mutual recognition of the accreditation activities operated by EA members and to promote the international acceptance of this agreement;
6. to promote the establishment of agreements on mutual recognition of accreditation activities at the international level;
7. to promote confidence in the European infrastructure, competence and services in calibration, certification, inspection, testing and other activities covered by EA;
8. to be a resource on technical matters and contribute to the development, maintenance and implementation of accreditation in the European Union (EU) and the European Free Trade Association (EFTA) countries, and internationally;
9. to be the body recognised by the European Commission and EFTA as the European accreditation infrastructure.

III. Article 3 and its heading shall read as follows:

CAPITAL

Article 3

The association's capital shall be made up of:

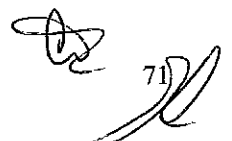
- a. contributions from Members;
- b. monies otherwise obtained by the association.

IV. Article 4 and its heading shall read as follows:

MEMBERS OF THE ASSOCIATION

Article 4

1. The association shall have two types of members:
 - A. Full Members are:
 - a. national accreditation bodies legally appointed as referred to in regulation EC number 765/2008 of the European Parliament and the Council of the European Union (EU) in a country (economy) being:
 - i. a member state of the EU, or
 - ii. a member state of the European Free Trade Association (EFTA), or
 - iii. a country which has been formally identified by the EU or EFTA as a candidate country for membership in the EU or EFTA;
 - b. those national accreditation body members of EA as at the thirty-first day of December two thousands nine to whom exemption from the requirements for full membership described above has been granted by the General Assembly in individual cases, which exemption may be subjected to further conditions;
 - B. Associate Members are the national accreditation bodies legally appointed as such by countries being:
 - a. identified by the EU or EFTA as potential candidate countries for EU or EFTA membership; or
 - b. identified by the EU in the European Commission's European Neighbourhood Policy as countries of particular importance.
2. National accreditation bodies applying for Full Membership of the association shall provide evidence that they have been appointed as required in applicable European Regulations.
3. A national accreditation body applying for Associate Membership of the association shall provide evidence that:
 - a. it is appointed as the single national accreditation body in its country;
 - b. it is operating on a not-for-profit basis;
 - c. it is operational and is complying with or in future will comply with the requirements set out in relevant harmonised standards and EA mandatory documents.



4. Application for membership should be submitted to the Secretariat. The General Assembly decides whether to accept an applicant or not as a member.
5. Members subscribe for a period of twelve months – the member contribution period – commencing on the first day of January the year following the acceptance by EA.
6. A member shall be obliged to pay annually a contribution. The level of contribution shall be established by the General Assembly not later than first day of December the year before the membership dues has to be paid for.
7. A member shall be entitled to terminate membership of the association at the end of the member contribution period, with due observance of a period of notice of at least two months, by sending written notification to this effect to the Secretariat, on the condition that the member has met all his financial obligations in relation to the association or shall have met them by the end of the member contribution period concerned.
8. The General Assembly may terminate the membership of a member if the latter no longer complies with the requirements under the Articles or the Rules of Procedure as indicated under Article 20, or if the member acts in conflict with the Articles, the rules of procedure, lawfully adopted resolutions or the interests of the association.
9. The Executive Committee shall notify the member concerned in writing of a resolution in which the membership is terminated, stating reasons and the date on which the membership will be terminated.
10. More detailed rules concerning membership are contained in a separate document.

The person appearing is known to me, civil-law notary.

WHEREOF DEED is executed in Utrecht, the Netherlands, on the date first written in the head of this deed.

After having conveyed the contents of this deed and after having given an explanation thereof to the person appearing, he declared that he has timely had the opportunity to take cognisance of the contents of this deed and that he agrees therewith.

Further, immediately after limited reading of this deed, it is signed by the person appearing, and by me, civil-law notary.

C/M/S/ Derks Star Busmann

60903187/JMM/rab

The undersigned, Mrs. Harriët van Zenderen, civil-law notary in Utrecht, the Netherlands, hereby certifies to have ascertained to the best of her knowledge that the articles of association of the association with full legal capacity organised under the laws of the Netherlands: EUROPEAN CO-OPERATION FOR ACCREDITATION (EA), with corporate seat in the municipality of Utrecht, the Netherlands, after amendment effected by deed, executed before her, on 28 December 2009, read per 1 January 2010, in accordance with the text attached to this certificate.

Signed in Utrecht, the Netherlands, on 29 December 2009.



A large, stylized handwritten signature in black ink, which appears to be "Harriët van Zenderen". The signature is written over a long, sweeping horizontal line that extends across the page.

A small handwritten mark consisting of the initials "DS" and a signature below it, with the number "73" written next to the signature.

STATUTEN.

NAAM EN ZETEL

Artikel 1

1. De vereniging draagt de naam: EUROPEAN CO-OPERATION FOR ACCREDITATION (EA).
2. De vereniging heeft haar zetel in de gemeente Utrecht.
3. De vereniging is een rechtspersoon naar Nederlands recht.

DOEL

Artikel 2

De vereniging heeft tot doel:

1. het dienen als een coöperatief netwerk van haar leden ter bevordering van een samenhangend Europees systeem voor accreditatie;
2. het harmoniseren van en het bouwen aan samenhang in accreditatie als activiteit van openbaar gezag ter ondersteuning van de Europese handel en industrie en zijn behoeften en volgens de eisen die in de toepasselijke Europese verordeningen vastgesteld;
3. het vaststellen en het handhaven van criteria en procedures voor collegiale toetsingsactiviteiten;
4. het evalueren van de naleving door de nationale accreditatie-instanties van de vereisten van de toepasselijke Europese verordeningen, relevante geharmoniseerde normen en andere toepasselijke criteria zoals op en overeengekomen door de vereniging;
5. het instandhouden en versterken van de multilaterale overeenkomst op basis van wederzijdse erkenning van de collegiale toetsing van de door EA leden uitgevoerde accreditatieactiviteiten en het bevorderen van de internationale acceptatie van deze overeenkomst;
6. het bevorderen van het totstandkomen van overeenkomsten inzake wederzijdse erkenning van accreditatie activiteiten op internationaal niveau;
7. het bevorderen van het vertrouwen in de Europese infrastructuur, kundigheid en dienstenverlening met betrekking tot kalibratie, certificering, keurings-, test- en andere activiteiten waarmee de EA zich bezighoudt;
8. het fungeren als kenniscentrum voor technische kwesties en het bijdragen aan de ontwikkeling, onderhoud en uitvoering van accreditatie in landen van de Europese Unie (EU) en de Europese Vrijhandelszone (EVA) en internationaal;
9. het zijn van instantie erkend door de Europese Commissie en de EVA als de Europese accreditatie-infrastructuur.

VERMOGEN

Artikel 3

Het vermogen van de vereniging wordt gevormd door:

- a. contributies van de leden;

7. Een lid heeft het recht om het lidmaatschap van de vereniging te beëindigen tegen het einde van de contributieperiode, met inachtneming van een opzeggingstermijn van ten minste twee maanden, door middel van een schriftelijke aan het secretariaat gerichte opzegging daartoe, mits het lid aan al zijn financiële verplichtingen jegens de vereniging heeft voldaan of deze voor het einde van de betreffende contributieperiode zal hebben voldaan.
8. De algemene vergadering kan het lidmaatschap van een lid beëindigen indien het niet langer aan het bepaalde krachtens de statuten of het huishoudelijk reglement voldoet zoals bepaald in artikel 20 of indien het lid handelt in strijd met de statuten, het huishoudelijk reglement, rechtsgeldig genomen besluiten of de belangen van de vereniging.
9. Het bestuur stelt het betrokken lid schriftelijk in kennis van een besluit tot beëindiging van het lidmaatschap onder opgave van redenen en met vermelding van de datum waarop het lidmaatschap eindigt.
10. Meer gedetailleerde regels voor het lidmaatschap zijn opgenomen in een afzonderlijk document.

MANAGEMENT

DE ALGEMENE VERGADERING

Artikel 5

De algemene vergadering is het hoogste besluitvormende orgaan van de vereniging.

Artikel 6

De algemene vergadering geeft instructies met betrekking tot het te voeren beleid en houdt toezicht op het management en de algemene gang van zaken in de vereniging.

Artikel 7

1. Elk volledig lid en elk geassocieerd lid van de vereniging wijst een afvaardiging aan bestaande uit één of ten hoogste twee personen die het lid in de algemene vergadering vertegenwoordigen. Indien een land (economie) meer dan één lid telt, dienen deze leden overeenstemming te bereiken omtrent een afvaardiging van ten hoogste twee personen die hen in de algemene vergadering vertegenwoordigen.
2. Elke afvaardiging die in de algemene vergadering een volledig lid vertegenwoordigt, is gerechtigd tot het uitbrengen van één stem.
3. Geassocieerde leden kunnen aan de vergaderingen deelnemen, maar hebben geen stemrecht.
4. De voorzitter, vice-voorzitter, commissievoorzitters en overige leden van het bestuur worden gekozen uit de vertegenwoordigers van de volledige leden.

VERTEGENWOORDIGING

Artikel 8

Het bestuur is gerechtigd de vereniging in rechte en anderszins te vertegenwoordigen. Deze vertegenwoordigingsbevoegdheid komt tevens toe aan de voorzitter, gezamenlijk handelend met twee andere leden van het bestuur.

Artikel 9

Het bestuur is bevoegd de voorzitter te machtigen de vereniging in rechte en anderszins te vertegenwoordigen.

VERGADERINGEN

Artikel 10

1. De algemene vergadering komt ten minste een keer per jaar bijeen en voorts zo vaak als de voorzitter of een tiende van het aantal leden zulks wenselijk acht.
2. De secretaris roept de vergaderingen schriftelijk bijeen; onder 'schriftelijk' wordt tevens verstaan per fax of e-mail.
- 3a. Tenzij anders bepaald in deze statuten kunnen rechtsgeldige besluiten worden genomen bij een meerderheid van tweederde van de stemmen uitgebracht in een vergadering waar ten minste drievierde van de leden van de algemene vergadering vertegenwoordigd is.
- 3b. Ingeval van een verkiezing van personen kan een persoon worden gekozen door een meerderheid van de helft van de stemmen uitgebracht in een vergadering waar ten minste drie/vierde van de leden van de algemene vergadering vertegenwoordigd is.
4. Het huishoudelijk reglement bevat nadere bepalingen met betrekking tot de algemene vergadering van het bestuur.

Artikel 11

Besluiten kunnen door de commissies ook op andere wijze dan in een vergadering worden genomen. Stemmen worden uitsluitend schriftelijk uitgebracht; onder 'schriftelijk' wordt tevens verstaan per fax en e-mail.

HET BESTUUR

Artikel 12

Ter bevordering van de doelstellingen van de vereniging is het bestuur in de periode tussen de bijeenkomsten van de algemene vergadering verantwoordelijk voor de uitvoering van het beleid van het management.

Artikel 13

De leden van het bestuur worden door de algemene vergadering gekozen en ontslagen overeenkomstig het door de algemene vergadering vastgestelde huishoudelijk reglement, en zullen een evenwichtige afvaardiging vormen van de volledige leden.

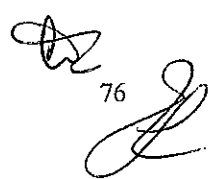
Artikel 14

De voorzitter van de algemene vergadering is tevens voorzitter van het bestuur; bij zijn afwezigheid zal het bestuur worden voorgezeten door de vice-voorzitter.

Artikel 15

Na vooraf verkregen goedkeuring door de algemene vergadering is het bestuur bevoegd overeenkomsten aan te gaan tot de verkrijging, vervreemding of bezwaring van registergoederen of overeenkomsten aan te gaan waarbij de vereniging zich verbindt als borg of hoofdelijk medeschuldenaar, zich sterk maakt voor een derde of zekerheid stelt voor een schuld van een derde.

ADVIESRAAD



Artikel 16

Een onafhankelijke adviesraad van de EA is verantwoordelijk voor het aan de vereniging doorgeven van relevante informatie afkomstig van alle bij accreditatie betrokken partijen, teneinde erop toe te zien dat de activiteiten van de vereniging voldoen aan de behoeften van de markt.

Artikel 17

De verantwoordelijkheden, taakomschrijving en samenstelling van de adviesraad van de EA worden in een afzonderlijk document vastgelegd.

SECRETARIS

Artikel 18

De algemene vergadering is bevoegd op voorstel van het bestuur de secretaris te benoemen en te ontslaan.

Artikel 19

De verantwoordelijkheden, taken en plichten van de secretaris worden in een afzonderlijk document vastgelegd.

HUISHOUELIJK REGLEMENT

Artikel 20

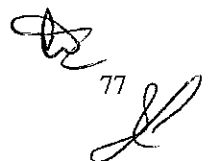
Het bestuur kan een of meer reglementen vaststellen met betrekking tot de uitvoering van de statutaire bepalingen en met betrekking tot zaken die niet bij de statuten zijn geregeld, in het bijzonder ook op het terrein van beroep en klachten.

Deze reglementen behoeven de goedkeuring door de algemene vergadering. De reglementen mogen niet in strijd zijn met de wet en de statuten.

BOEKJAAR, JAARREKENING, DECHARGE EN BEGROTING

Artikel 21

1. Het boekjaar van de vereniging loopt van een januari tot en met eenendertig december.
2. Het bestuur legt uiterlijk in de maand november tegenover de algemene vergadering rekening en verantwoording af met betrekking tot het voorgaande boekjaar.
3. Een door het bestuur voorgedragen en door de algemene vergadering aanvaarde onafhankelijke registeraccountant stelt daartoe een financieel verslag op waarin alle inkomsten en uitgaven in het betreffende boekjaar verantwoord worden. Dit financieel verslag wordt ter goedkeuring aan de algemene vergadering overgelegd.
4. Goedkeuring van het financieel verslag door de algemene vergadering strekt het bestuur tot volledige decharge voor zijn taken verricht in het betreffende boekjaar.
5. Het bestuur stelt de begroting voor het volgende boekjaar vast en legt deze ter goedkeuring voor aan de algemene vergadering.
6. De algemene vergadering kan een van haar leden aanwijzen tot onderzoek van het financieel verslag teneinde te verifiëren of de geldmiddelen zijn aangewend in overeenstemming met de besluiten van de algemene vergadering.

Handwritten signature and initials, possibly 'L' and '77', located at the bottom right of the page.

STATUTENWIJZIGING

Artikel 22

De algemene vergadering is bevoegd de statuten te wijzigen.

ONTBINDING EN VEREFFENING

Artikel 23

1. Het bestuur is, nadat de algemene vergadering hiertoe een besluit heeft genomen, gerechtigd de vereniging te ontbinden.
2. De vereffening geschiedt door het bestuur.
3. De vereniging blijft na haar ontbinding voortbestaan indien en voorzover zulks voor de afwikkeling van zaken noodzakelijk is.
4. Gedurende de vereffening blijven de bepalingen van de statuten voorzover mogelijk en noodzakelijk van kracht.
5. De algemene vergadering bepaalt, zoveel mogelijk in overeenstemming met het doel van de vereniging, hoe een eventueel batig saldo dient te worden aangewend.

This document is an unofficial English translation of a document prepared in Dutch. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

ARTICLES OF ASSOCIATION.**NAME AND REGISTERED OFFICE****Article 1**

1. The name of the association is: EUROPEAN CO-OPERATION FOR ACCREDITATION (EA).
2. The association has its registered office in the municipality of Utrecht, the Netherlands.
3. The Association is governed by the law of the Netherlands.

OBJECTIVES**Article 2**

The objectives of the association are:

1. to serve as a cooperative network of its members for the furtherance of a coherent European accreditation system;
2. to harmonise and build consistency in accreditation as a public authority activity to support European trade and industry according to its needs and to the requirements laid down in applicable European Regulations;
3. to establish and maintain criteria and procedures for peer evaluation activities;
4. to evaluate the compliance of national accreditation bodies with the requirements of applicable European Regulations, relevant harmonised standards and other criteria as applicable and agreed by the association;
5. to consolidate and strengthen the multilateral agreement based on the peer evaluation activities on mutual recognition of the accreditation activities operated by EA members and to promote the international acceptance of this agreement;
6. to promote the establishment of agreements on mutual recognition of accreditation activities at the international level;
7. to promote confidence in the European infrastructure, competence and services in calibration, certification, inspection, testing and other activities covered by EA;



8. to be a resource on technical matters and contribute to the development, maintenance and implementation of accreditation in the European Union (EU) and the European Free Trade Association (EFTA) countries, and internationally;
9. to be the body recognised by the European Commission and EFTA as the European accreditation infrastructure.

CAPITAL

Article 3

The association's capital shall be made up of:

- a. contributions from Members;
- b. monies otherwise obtained by the association.

MEMBERS OF THE ASSOCIATION

Article 4

1. The association shall have two types of members:
 - A. Full Members are:
 - a. national accreditation bodies legally appointed as referred to in regulation EC number 765/2008 of the European Parliament and the Council of the European Union (EU) in a country (economy) being:
 - i. a member state of the EU, or
 - ii. a member state of the European Free Trade Association (EFTA), or
 - iii. a country which has been formally identified by the EU or EFTA as a candidate country for membership in the EU or EFTA;
 - b. those national accreditation body members of EA as at the thirty-first day of December two thousands nine to whom exemption from the requirements for full membership described above has been granted by the General Assembly in individual cases, which exemption may be subjected to further conditions;
 - B. Associate Members are the national accreditation bodies legally appointed as such by countries being:
 - a. identified by the EU or EFTA as potential candidate countries for EU or EFTA membership; or
 - b. identified by the EU in the European Commission's European Neighbourhood Policy as countries of particular importance.
2. National accreditation bodies applying for Full Membership of the association shall provide evidence that they have been appointed as required in applicable European Regulations.
3. A national accreditation body applying for Associate Membership of the association shall provide evidence that:
 - a. it is appointed as the single national accreditation body in its country;
 - b. it is operating on a not-for-profit basis;

- c. it is operational and is complying with or in future will comply with the requirements set out in relevant harmonised standards and EA mandatory documents.
4. Application for membership should be submitted to the Secretariat. The General Assembly decides whether to accept an applicant or not as a member.
5. Members subscribe for a period of twelve months – the member contribution period – commencing on the first day of January the year following the acceptance by EA.
6. A member shall be obliged to pay annually a contribution. The level of contribution shall be established by the General Assembly not later than first day of December the year before the membership dues has to be paid for.
7. A member shall be entitled to terminate membership of the association at the end of the member contribution period, with due observance of a period of notice of at least two months, by sending written notification to this effect to the Secretariat, on the condition that the member has met all his financial obligations in relation to the association or shall have met them by the end of the member contribution period concerned.
8. The General Assembly may terminate the membership of a member if the latter no longer complies with the requirements under the Articles or the Rules of Procedure as indicated under Article 20, or if the member acts in conflict with the Articles, the rules of procedure, lawfully adopted resolutions or the interests of the association.
9. The Executive Committee shall notify the member concerned in writing of a resolution in which the membership is terminated, stating reasons and the date on which the membership will be terminated.
10. More detailed rules concerning membership are contained in a separate document.

THE GENERAL ASSEMBLY

Article 5

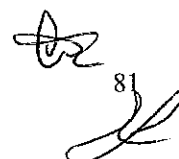
The General Assembly is the highest decision-making body of the association.

Article 6

The General Assembly shall give instructions in respect of the policy and shall supervise the management and the general course of affairs in the association.

Article 7

1. Each full and associate member of the association appoints a delegation of maximum two persons to represent it in the General Assembly. If there are more than one member from the same country (economy) these members must agree on a delegation of maximum 2 persons to represent them in the General Assembly.
2. Each delegation in the General Assembly, representing full members is entitled to one vote.
3. Associate members may contribute to the meetings but have no voting rights.



4. The Chairman, Vice Chairman, committee chairmen and further members of the Executive Committee shall be elected from the full members.

REPRESENTATION

Article 8

The Executive Committee, or alternatively the Chairman together with two other members of the Executive Committee, shall be entitled to represent the association at law and otherwise.

Article 9

The Executive Committee shall have the power to authorise the Chairman to represent the association at law and otherwise.

MEETINGS

Article 10

1. The General Assembly shall meet at least once per year and further as often and as many times as the chairman or one tenth of the members shall deem desirable.
2. The Secretary shall convene the meetings, giving written notification, which shall be understood to include a facsimile or e-mail.
- 3a. Unless otherwise stated in these Articles, valid resolutions may be adopted by a majority of two thirds of the votes cast at a meeting at which at least three quarters of the members of the General Assembly is represented.
- 3b. In case of election of persons, the person may be elected by a majority of one half of the votes cast at a meeting at which at least three quarters of the members of the General Assembly is represented.
4. More detailed rules concerning the General Assembly and the Executive Committee shall be contained in a set of Rules of Procedures.

Article 11

Resolutions may be adopted by the Committees otherwise than at a meeting. Votes may only be cast by ballot, which shall be understood to include facsimile and e-mail.

THE EXECUTIVE COMMITTEE

Article 12

In furtherance of the objectives of the association, its policy and management shall be implemented by the Executive Committee between the meetings of the General Assembly.

Article 13

Members of the Executive Committee shall be elected and dismissed by the General Assembly in accordance with the Rules of Procedure adopted by the General Assembly, and shall represent the EA full membership in a well balanced manner.

Article 14

The Chairman shall chair the Executive Committee, in his absence the Executive Committee shall be chaired by the Vice Chairman.

Article 15

Following endorsement by the General Assembly, the Executive Committee shall have the authority to enter into agreements to purchase, dispose of or encumber registered property, or to enter into agreements by which the association commits itself as guarantor or joint and several debtor, warrants performance by a third party or undertakes to provide security for a debt of a third party.

ADVISORY BOARD

Article 16

Feedback from all parties concerned in accreditation shall be brought to the association and its members by an independent EA Advisory Board to ensure that the work of the association meets the needs of the market place.

Article 17

The responsibilities, terms of reference and composition of the EA Advisory Board are defined in separate documents.

Article 18

The General Assembly shall have the power, upon proposal of the Executive Committee, to appoint and to dismiss the Secretary.

Article 19

The responsibilities, tasks and duties of the secretary are defined in a separate document. **RULES OF PROCEDURES**


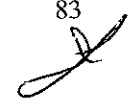
Article 20

The Executive Committee draw up one or more sets of rules and regulations for the implementation of the provisions of the Articles and with regard to matters not dealt with therein, in particular concerning appeals and complaints. These rules and regulations shall be approved by the General Assembly. The rules and regulations may not be in conflict with the legal provisions and the Articles.

FINANCIAL YEAR, ACCOUNTS & DISCHARGE AND BUDGET

Article 21

1. The financial year of the association shall run from 1 January to 31 December.
2. The Executive Committee shall render to the General Assembly an account of affairs during the preceding financial year no later than in the month of November.
3. An independent registered accountant, proposed by the Executive Committee, and accepted by the General Assembly, shall for its purpose draw up a financial report containing all income and expenditure in the financial year concerned. This financial report shall be submitted to the General Assembly for approval.
4. Approval of the financial report by the General Assembly shall discharge the Executive Committee from liability in respect of their conduct of affairs, during the financial year concerned.
5. The Executive Committee proposes the budget for the next financial year for approval by the General Assembly.
6. The General Assembly may appoint one person from among its members to review the annual financial statements with the purpose of verifying that the


83


financial provision has been spent in accordance with the decisions of the General Assembly.

AMENDMENT OF THE ARTICLES

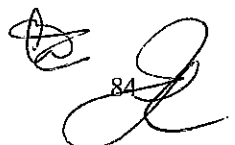
Article 22

The General Assembly shall be entitled to amend the Articles.

WINDING-UP AND LIQUIDATION

Article 23

1. The Executive Committee shall be entitled, upon decision by the General Assembly, to wind up the association.
2. Liquidation shall be carried out by the Executive Committee.
3. The association shall continue to exist after being wound up if and in so far as this is necessary for the settlement of affairs.
4. During the liquidation the provisions of the Articles shall remain in force as far as possible and necessary.
5. The General Assembly shall determine how any surplus should be allocated, doing so as far as possible in accordance with the objectives of the association.



Handwritten signature and initials, possibly 'DS' and 'JMM', with the number '84' written below them.