



EUROPEAN COMMISSION
DG [...]
[Directorate]
[Unit]

FRAMEWORK PARTNERSHIP AGREEMENT

AGREEMENT NUMBER — [...]

This Framework Partnership Agreement (“the Framework agreement”) is concluded between the following parties:

On the one part,

The **European Union** (“the Union”), represented by the European Commission (“the Commission”), represented for the purposes of signature of this Framework agreement by [function, DG/service, forename and surname],

and

on the other part,

“the partner”

[full official name] [ACRONYM]
[official legal status or form]
[official registration No]
[official address in full]
[VAT number],

represented for the purposes of signature of this Framework agreement by [function, forename and surname].

The parties referred to above

HAVE AGREED

to the Special Conditions (“the Special Conditions”) and the following Annexes:

Annex I Action plan

Annex II General Conditions (“the General Conditions”)

Annex III Model specific grant agreement

Annex IV [Model technical report] [Model technical report: not applicable]

Annex V Model financial statement: not applicable

Annex VI [Model terms of reference for the certificate on the financial statements] [Model terms of reference for the certificate on the financial statements: not applicable]

Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

which form an integral part of this Framework agreement.

The provisions in the Special Conditions of the Framework agreement, of which the Preamble forms an integral part, take precedence over its Annexes.

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

PREAMBLE

The Commission is responsible for implementing the Union policy in the field of [EaSI:][employment, social affairs and inclusion, particularly on the basis of the Regulation (EU) No 1296/2013 of 11 December 2013 of the European Parliament and of the Council on a European Union Programme for Employment and Social Innovation (EaSI). The Programme should contribute to the implementation of the objectives of Europe 2020, including its headline targets, Integrated Guidelines and flagship initiatives, by providing financial support for the Union's objectives in terms of promoting a high level of quality and sustainable employment, guaranteeing adequate social protection and combating poverty and social exclusion, and should take into account the requirements linked to a high level of protection of human health. EaSI incorporates and extends the coverage of three previous programmes, namely the Programme for Employment and Social Solidarity (Progress), European Employment Services (EURES) and the European Progress Microfinance Facility][REC:][Rights, Equality and Citizenship, particularly on the basis of the Regulation No 1381/2013 of the European Parliament and of the Council of 17 December 2013 establishing a Rights, Equality and Citizenship Programme for the period 2014 to 2020][Social Dialogue:][employment and social policy including the promotion of European Social Dialogue (Articles 152-155 of the Treaty on the Functioning of the European Union)].

For the purposes of implementing this Union policy, the Commission has selected one or more partners engaged in the area of activity concerned, with which it shares common general objectives and wishes to establish a relationship of lasting cooperation.

The general objectives which it shares with [...] in the above-mentioned area of activity and which justify the establishment of a partnership are the following:

[EaSI:]

- (a) strengthen ownership among policy-makers at all levels, and produce concrete, coordinated and innovative actions at both Union and Member State level, in respect of the Union objectives in the fields referred to in Article 1^[1], in close collaboration with the social partners, as well as civil society organisations and public and private bodies;
- (b) support the development of adequate, accessible and efficient social protection systems and labour markets and facilitate policy reform, in the fields referred to in Article 1, notably by promoting decent work and working conditions, a prevention culture for health and safety at work, a healthier balance between professional and private life and good governance for social objectives, including convergence, as well as mutual learning and social innovation;

^[1]Article 1 (EaSI Regulation no. 1296/2013): “This Regulation establishes a European Union Programme for Employment and Social Innovation (‘the Programme’) which aims to contribute to the implementation of Europe 2020, including its headline targets, Integrated Guidelines and flagship initiatives, by providing financial support for the Union's objectives in terms of promoting a high level of quality and sustainable employment, guaranteeing adequate and decent social protection, combating social exclusion and poverty and improving working conditions.”

- (c) ensure that Union law on matters relating to the fields referred to in Article 1 is effectively applied, and, where necessary, contribute to modernising Union law, in line with decent work principles and taking into account the Smart Regulation principles;
- (d) promote workers' voluntary geographical mobility on a fair basis and boost employment opportunities by developing high-quality and inclusive Union labour markets that are open and accessible to all, while respecting workers' rights throughout the Union, including freedom of movement;
- (e) promote employment and social inclusion by increasing the availability and accessibility of microfinance for vulnerable people who wish to start up a micro-enterprise as well as for existing micro-enterprises, and by increasing access to finance for social enterprises.

The EaSI general objectives are supported by the following transversal activities as defined in the EaSI Regulation:

- (a) pay particular attention to vulnerable groups, such as young people;
- (b) promote equality between women and men;
- (c) combat discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation;
- (d) promote a high-level of quality and sustainable employment, guarantee adequate and decent social protection, combat long-term unemployment and fight against poverty and social exclusion.

]

[*REC:*] [To promote and protect the rights of persons with disabilities.

]

[*Social Dialogue:*][

- With a view to ensure that economic and social progress go hand in hand, to effectively contribute to the promotion of competitiveness and social justice in the European Union through the strengthening of the employment and social dimension of EU policies; in this context, to effectively contribute to the employment and social dimension of the Europe 2020 strategy, the EU's growth strategy, in particular with a view to better responding to the global economic crisis and its consequences on employment and social cohesion, to better address the employment and social dimension of climate change challenges and to enhance quality of work and of industrial relations; to encourage, in this context, the mobilisation of social partners and especially workers' organisations;
- To improve the capacity of workers' organisations to effectively play the role conferred to social partners under Articles 152-155 of the Treaty on the Functioning of the European Union in the context of European social dialogue, both at cross-industry and sectoral levels, in the 28 member states and candidate countries with a special attention to particular needs of the new member states' and the candidate countries' organisations, by further consolidating the capacity of action of workers' organisations with regard to the EU's objectives and policies in the social field;
- To help raise awareness in Europe on health and safety at work[*ETUI:*][, and to obtain the necessary relative technical support,] in order to achieve a high level of occupational

health and safety standards for workers and to contribute to the Union policy on health and safety at work;

- To work together with workers' organisations in order to [EZA:]encourage a structured dialogue at EU level between the workers' organisations and the academic and research community][ETUI:]consolidate a European trade union culture by providing the necessary documentation, conducting research and producing studies on topics of strategic importance in the field of industrial relations; to analyse EU and national employment and social policy developments in order to help workers' organisations to efficiently take part in policy debates and governance processes; to support, in this context, the development of a fruitful dialogue and cooperation between the labour world and the academic and research community];
- To promote education activities, programmes and exchanges so as to strengthen a common European identity within workers' organisations, taking particularly into account the needs of the new member states and the candidate countries.

]

SPECIAL CONDITIONS

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ARTICLE I.1 — SUBJECT MATTER OF THE FRAMEWORK AGREEMENT — AWARD OF SPECIFIC GRANTS

I.1.1 Subject matter of the Framework agreement

I.1.1.1 The Framework agreement is concluded as part of a long-term cooperation between the Commission and the partner (“the partnership”) with the aim to contribute to the objectives of the Union policy in the field of [EaSI:][employment, social affairs and inclusion, particularly on the basis of the Regulation (EU) No 1296/2013 of 11 December 2013 of the European Parliament and of the Council on a European Union Programme for Employment and Social Innovation (EaSI)][REC:][Rights, Equality and Citizenship, particularly on the basis of the Regulation No 1381/2013 of the European Parliament and of the Council of 17 December 2013 establishing a Rights, Equality and Citizenship Programme for the period 2014 to 2020][Social Dialogue:][employment and the promotion of European Social Dialogue], as referred to in the Preamble.

The Framework agreement defines the general rights and obligations of the parties in implementing their partnership.

I.1.1.2 The partnership must be implemented in compliance with the Action plan set out in Annex I.

I.1.1.3 For the purposes of implementing the partnership the Commission may award to the partner [specific grants for an action] [specific operating grants].

The Framework agreement applies to any specific grant awarded for implementation of the partnership and to the respective specific grant agreements (“Specific agreements”) concluded between the parties.

Signature of the Framework agreement does not give rise to any obligation of the Commission to award specific grants. It does not affect the partner’s participation in other calls for proposals for the purposes of award of grants outside the scope of the Action plan set out in Annex I.

[Option 1 — where the Framework agreement covers specific grants for an action]

[I.1.1.4] Articles II.13.4 and II.25.3(c) do not apply.]

[Option 2 — where the Framework agreement covers specific operating grants]

[I.1.1.4] The generic term “action” used in the Framework agreement refers to the work programme to be implemented by the partner in the framework of a specific operating grant.

Article II.19.3 does not apply.]

I.1.2 Procedure for award of specific grants

The Commission may consult its partner in order to obtain a proposal for an action in line with the Action plan set out in Annex I. Such consultation must take place on the basis of [a call for proposals open to all the partners for which this type of activity is included in the Action plan set out in Annex I] [an invitation to submit a proposal]. The [call for proposals] [invitation] must define the award criteria to be applied. The partner is not obliged to submit a proposal in response to such a consultation.

I.1.3 Conclusion of Specific agreements

Where the Commission decides to award a specific grant, it proposes to the partner to sign a Specific agreement in accordance with the model set out in Annex III. The Specific agreement must be signed by the authorised representatives of the parties.

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

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 continue to apply to the implementation of the Specific agreements governed by the Framework agreement.

ARTICLE I.2 — ENTRY INTO FORCE OF THE FRAMEWORK AGREEMENT AND DURATION OF THE PARTERSHIP

I.2.1 The Framework agreement enters into force on the date on which the last party signs it.

I.2.2 The Framework agreement is concluded for **[insert number in bold]** years starting from the date of its entry into force.

ARTICLE I.3 — DATA CONTROLLER

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

ARTICLE I.4 — ENTITIES AFFILIATED TO THE PARTNER

[Either:] [Not applicable.] [or the following text:]

[For the purposes of Specific agreements the following entities are considered as affiliated entities to the partner:

- [name of the entity];
 - [name of the entity];
- [idem for further affiliated entities]]

ARTICLE I.5 — SETTLEMENT OF DISPUTES WITH THE NON-EU PARTNER

[*Either:*] [Not applicable.] [*or the following text:*]

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

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

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

ARTICLE I.6 — PARTNER WHICH IS AN INTERNATIONAL ORGANISATION

[*Where the Framework agreement covers specific grants for an action and the beneficiary is an international organisation:*]

[*If the international organisation does not accept Article II.18.1 (accepting Union law as the applicable law but not Belgian law as subsidiary law):*]

[I.6.1 Applicable law

As an exception to Article II.18.1, the Framework agreement and any Specific agreement is governed by the applicable Union law, complemented where necessary by the law of [insert law of a Member State or an EFTA country].]

[*If the international organisation does not accept Article II.18.1 (not accepting Union law as the applicable law):*]

[I.6.1 Applicable law

Article II.18.1 does not apply.]

[*If the international organisation does not accept Article II.18.2 (option 1 — Permanent Court of Arbitration):*]

[I.6.? Dispute settlement — Arbitration

As an exception to Article II.18, if any dispute between the Commission and the partner relating to the Framework agreement or any Specific agreement cannot be settled amicably, it must be referred to arbitration.

In such cases, the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of entry into force of the Framework agreement apply.

The appointing authority is the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party.

The arbitration proceedings must take place in Brussels and the language used in the arbitral proceedings must be English.

The arbitral award is binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.]

[If the international organisation does not accept Article II.18.2 (option 2 — Arbitration committee):]

[I.6.? Dispute settlement — Arbitration

As an exception to Article II.18, if any dispute between the Commission and the partner relating to the Framework agreement or any Specific agreement cannot be settled amicably, it must be referred to an arbitration committee in accordance with the procedure specified below.

When a party intends to resort to arbitration, it must send a *formal notification* to the other party informing it of its intention and of its appointed arbitrator. The second party must appoint its arbitrator within one month of receipt of that *formal notification*. The two arbitrators must appoint, by joint agreement and within three months of the appointment of the second party's arbitrator, a third arbitrator who is the chair of the arbitration committee, unless both parties agreed to have a sole arbitrator.

Within one month of the appointment of the third arbitrator, the parties must agree on the terms of reference of the arbitration committee, including the procedure to be followed.

The arbitration proceedings must take place in Brussels.

The arbitration committee must apply the terms of the Framework agreement and the concerned Specific agreement. The arbitration committee must set out in its arbitral award detailed grounds for its decision.

The arbitral award is final and binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.

The costs, including all reasonable fees incurred by the parties related to any arbitration, must be apportioned between the parties by the arbitration committee.]

[If the international organisation does not agree for the certificate on the financial statements to be drawn up by an external auditor:]

[I.6.? Certificates on the financial statements

Certificates on the financial statements to be provided by the partner in accordance with Article 4.4 of the Specific agreement may be drawn up by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.]

[If the international organisation does not accept Article II.27 and no framework agreement containing a verification annex has been signed between the international organisation and the Commission:]

[I.6.? Checks and audits

The competent bodies of the Union must address any requests for checks or audits referred to in Article II.27 to the Director General of the partner.

The partner must make available to the competent bodies of the Union, upon request, all relevant financial information, including statements of accounts concerning the *action*, where it implements the *action* or where its affiliated entities or a subcontractor takes part in the *action*.]

[If the international organisation does not accept Article II.27 but a framework agreement containing a verification annex has been signed between the international organisation and the Commission:]

[I.6.? Checks and audits

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

[This should always appear if the beneficiary is an international organisation:]

[I.6.? Privileges and immunities

Nothing in the Framework agreement or any Specific agreement may be interpreted as a waiver of any privileges or immunities which are accorded to the partner by its constituent documents or international law.]

[Where the Framework agreement covers specific operating grants, or covers specific grants for an action and the beneficiary is not an international organisation:]

[Not applicable.]

ARTICLE I.7 — OTHER SPECIAL CONDITIONS

[[Insert any additional special conditions not covered by the articles above, or any exceptions to the General Conditions]]

[Not applicable.]

SIGNATURES

For the partner

[forename/surname],
[function]

Signature _____

Done at

on (*date*)

For the Commission

[forename/surname],
[function]

Signature _____

Done at [Brussels] [Luxembourg]

on (*date*)

In duplicate in English