

Call for Proposals VP/2019/005
“Upskilling pathways tailored provision”

EASI – PROGRESS AXIS

VAL.U.E. C.H.A.IN. COMPETITIVENESS

AGREEMENT n° VS/2020/0158

<p>INTERNAL COOPERATION AGREEMENT BETWEEN THE CO-ORDINATOR AND THE BENEFICIARY</p>
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This Agreement, drawn up in the framework of **EASI – PROGRESS AXIS “Upskilling pathways tailored provision” - Call for Proposals VP-2019-005**, shall govern relations between:

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

*hereafter named "**the Co-ordinator**", represented by its General Director **Santo Darko Grillo***

on the one hand

and

Enti CONfindustriali Lombardi per l’Education - ECOLE
Via Chiaravalle 8,
20122 MILANO
ITALY
C.F n. 06700340968,

*hereafter named "**the Beneficiary**", represented by its General Director **Davide Della Bella***

on the other hand,

Which have agreed as follows:

Article 1 – Subject

Having regard to the provisions of **EaSI – PROGRESS Axis – “Upskilling pathways tailored provision” - Call for Proposals VP-2019-005**, the Co-ordinator and the Beneficiary

commit themselves to carrying out the **work programme** covered by this Agreement (Annex I).

This work programme comes under the **Agreement n° VS/2020/0158** concluded between the **Co-ordinator** and the **European Commission – Directorate General EMPL** (Annex II), which concerns the action entitled **VAL.U.E. C.H.A.IN. COMPETITIVENESS** in the framework of **EaSI – PROGRESS Axis Awareness-raising activities on “Upskilling Pathways: New Opportunities for Adults”**.

1. The total cost of the project for the contractual period referred to by the Agreement n° VS/2020/0158 , all financing combined, is estimated at **EUR 864 022.78** (including all taxes and duties). The approved Budget Breakdown is annexed to this Agreement (Annex III).
2. The maximum European Union (“the EU”) contribution to cover expenditure for implementing the action shall be **EUR 691 222.78**.
3. The final financial contribution shall depend on EU evaluation of the results of the project n° **VS/2020/0158** pursuant to the rules laid down at EU level but shall, under no circumstances, give rise to a profit.
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the action “VAL.U.E. C.H.A.IN. COMPETITIVENESS” under the Agreement n. VS/2020/0158 passed between the Co-ordinator and the European Commission – Directorate General EMPL.
5. The subject matter of this Agreement and the related work programme are detailed in the annexes, which form an integral part of this Agreement and that each party declares to have read and approved.

Article 2 – Duration

1. The project referred to in Article 1 has a duration of **24 months**. It starts on **01.04.2020** and ends on **31.03.2022**.
2. This Agreement enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the Agreement, as mentioned in Article 7.1.
3. The period of eligibility of the costs starts on **01.04.2020** and finishes on **31.03.2022**.

Article 3 – Obligations of the Co-ordinator

The Co-ordinator is the intermediary for all communications between the beneficiaries and the European Commission and shall undertake:

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

project as set out in the Agreement n° VS/2020/0158 concluded between the Co-ordinator and the European Commission – Directorate General EMPL;

2. to notify the Beneficiary with any amendment made to the Agreement n° VS/2020/0158 concluded with the European Commission – Directorate General EMPL and to provide the Beneficiary with the amendments that concern the Beneficiary's tasks or budget;
3. to comply with all the provisions of Agreement n° VS/2020/0158 binding Co-ordinator with European Commission – Directorate General EMPL, which is annexed to this Agreement.

Article 4 – Obligations of the Beneficiary

The Beneficiary shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement n° VS/2020/0158 concluded between the Co-ordinator and the European Commission – Directorate General EMPL;
2. to comply with all the provisions of Agreement n° VS/2020/0158 binding Co-ordinator with European Commission – Directorate General EMPL, which is annexed to this Agreement (Annex III) and in particular with Art. II.2 of General Conditions (Annex IV) defining General Obligations and roles of the beneficiaries;
3. to communicate to the Co-ordinator any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the Co-ordinator, including details of costs claimed and, where appropriate, ineligible expenses.

Article 5 – Financing

1. The total expenditure to be committed by the Beneficiary for the period covered by this Agreement is estimated at 80.000 **EUR** (including all taxes and duties).
2. The EU contribution for the Beneficiary shall be a maximum amount of **64.000 EUR**.

Article 6 – Co-financing

The Beneficiary's financial contribution to the project amounts to **16.000 EUR**.

Article 7 – Payments

1. The Contractor commits himself to carrying out payments relating to the subject matter of this Agreement to the Beneficiary according to the achievement of the tasks and according to the following schedule:

- **1st pre-financing payment: 25.600 EUR**, equal to about 40% of the total contribution, within 30 days from signature of this Agreement;
 - **2nd pre-financing payment: 25.600 EUR**, equal to about 40% of the total contribution, upon Progress Report and financial statement approval by the European Commission and within 30 days from crediting of the 2nd payment by the European Commission on the bank account of the Co-ordinator.. This payment shall be subject to previous production by the Beneficiary of the supporting documents justifying the expenditure met, as well as of a report of the activities done. If the statement on the use of the first pre-financing payment instalment shows that less than 70% of the previous pre-financing instalment paid has been used to cover the cost of the action, the amount of the new pre-financing to be paid shall be reduced by the difference between the 70% ceiling and the amount used (accordingly with Art. 1.5.2 of the Agreement n° VS/2020/0158);
 - **3rd and balance payment: 12.800 EUR maximum**, equal to maximum 20% of the total contribution, within 30 days from crediting of the balance by the European Commission on the bank account of the Co-ordinator. This payment shall be subject to previous production by the Beneficiary of the supporting documents justifying the expenditure met, as well as of a report of the activities done.
2. All payments shall be regarded as advances pending explicit approval by the European Commission – Directorate General EMPL of the final report, the corresponding cost statement and the quality of the results of the project.
 3. Any revenue generated by the project and received by the Beneficiary shall be declared in the financial statement and shall limit the EU contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Co-ordinator in order for the Co-ordinator to be able to communicate it to the European Commission – Directorate General EMPL.
 4. The final payment as mentioned in Article 7.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 8 – Bank account

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

CREDITO VALTELLINESE

Via Parini, 21- 23900 Lecco (LC) - ITALY

Intestato a ECOLE ENTI CONFINDUSTRIALI LOMBARDI PER L'EDUCATION SOC. CONS. A R.L.

c/c n. 0000 0002 9250

IBAN IT 77 I 05216 22900 000000029250

BIC SWIFT: BPCVIT2S

Article 9 – Reports

1. The Beneficiary shall provide the Co-ordinator with any information and document required for the preparation of the Interim report and with copies of all the necessary supporting documents *completed and signed by the legal representative* by **30/04/2021** at the latest.
2. The Beneficiary shall provide the Co-ordinator with any information and document required for the preparation of the Final report and with copies of all the necessary supporting documents completed and signed by the legal representative by **30/04/2022** at the latest.

Article 10 – Monitoring and supervision

1. The Beneficiary shall provide without delay the Co-ordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this Agreement.
2. The Beneficiary shall make available to the Co-ordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article II.19 (ELIGIBLE COSTS) of the Agreement n° VS/2020/0158 concluded between the Co-ordinator and the European Commission – Directorate General EMPL apply *mutatis mutandis* to the Co-ordinator and the Beneficiary.

Article 11 – Liability

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

Article 12 – Termination of the Agreement

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

Article 13 – Jurisdiction clause

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

Article 14 – Amendments or additions to the contract

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

Article 15 – Annexes

This Agreement is complemented by the following Annexes:

- I) Work programme
- II) Agreement n° VS/2020/0158 concluded between the Co-ordinator and the European Commission – Directorate General EMPL and Annexes;
- III) Approved Budget Breakdown
- IV) General Conditions
- V) Model of the Technical implementation reports and financial statements which are due to the European Commission (the latter when made available by the European Commission);
- VI) Table for staff costs accounting (Time sheet Format).

which form an integral part of the Agreement itself.

The provisions of the Agreement n° VS/2020/0158 take precedence over this Internal Cooperation Agreement.

SIGNATURES

For the **Co-ordinator**

The legal representative

Santo Darko Grillo
INAPP General Director

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Stamp of the organisation

For the **Beneficiary**

The legal representative

Davide Della Bella
ÉCOLE General Director

.....
Stamp of the organisation

Done at **Rome**, Date: / /

Done at **Milan**, Date: / /