

# CEN-CENELEC GUIDE 18

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**Execution of Specific  
Agreements issued to CEN  
and CENELEC in accordance  
with the EC and EFTA  
Framework Partnership  
Agreements 2009 (FPA 2009)  
covering the tasks to be  
assigned to CEN and  
CENELEC relating to  
European standardization**

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**European Committee for Standardization**

Tel: +32 2 550 08 11

Fax: +32 2 550 08 19

**European Committee for Electrotechnical Standardization**

Tel: +32 2 519 68 71

Fax: +32 2 550 08 19

Avenue Marnix 17  
1000 Brussels – Belgium

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[www.cen.eu](http://www.cen.eu)

[www.cenelec.eu](http://www.cenelec.eu)

[www.cencenelec.eu](http://www.cencenelec.eu)

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## **CEN-CENELEC Guide 18**

**(edition 2010)**

### **concerning the execution of Specific Agreements issued to CEN and CENELEC in accordance with the EC and EFTA Framework Partnership Agreements 2009 (FPA 2009) covering the tasks to be assigned to CEN and CENELEC relating to European standardisation**

#### **Foreword**

By Resolution CEN/CA 45/2010 and CLC/AG 51/01, respectively the Administrative Board of CEN and the CENELEC General Assembly adopted this guide concerning the execution of Specific Agreements between CEN and its members and CENELEC and its committees on 13<sup>th</sup> October 2010 and on 4<sup>th</sup> November 2010. It applies from 01-01-2009<sup>1)</sup> for the execution of Specific Agreements arising from the FPAs signed:

with the EC

- FPA/CEN/ENTR/2009/C(2008)8758 and FPA/CENELEC/ENTR/2009/C(2008)8758

and EFTA-Secretariat

- FPA/CEN/EFTA/2009-1092843 and FPA/CENELEC/EFTA/2009-1092982

and any subsequent amendment signed where applicable.

Whereas,

CEN entered into Framework Partnership Agreements with EC and EFTA Secretariat respectively on 2 April 2009 and 16 November 2009 concerning the tasks to be assigned to CEN relating to European standardisation;

Whereas,

CENELEC entered into Framework Partnership Agreements with EC and EFTA Secretariat respectively on 14 April 2009 and 12 October 2009 concerning the tasks to be assigned to CENELEC relating to European standardisation;

Whereas,

some of the above-mentioned tasks are to be executed in accordance with the CEN/CENELEC Internal Regulations, by National Members/Committees or under their responsibility;

the CEN National Members and collectively the Association CEN,

the CENELEC National Committees and collectively the Association CENELEC,

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1) FPAs 2009: starting date of validity.

hereby decide to adopt and implement the present Guide which defines the respective obligations and responsibilities of CEN and CENELEC and their individual National Members/Committees undertaking the execution of some of the tasks pertaining to the above-mentioned Framework Partnership Agreements.

Article 1 – National Members/Committees' obligations

Article 2 – CEN-CENELEC Management Centre (“CCMC”) obligations to individual National Members/Committees

Article 3 – Settlement of disputes

Article 4 – Application

Article 5 – Duration

Annex 1 – Form C – Accession Form model

## Article 1 – National Members/Committees' obligations

By the signature of a “Form C – Accession Form”, the National Member/Committee commits itself to carry out the work assigned to it as defined in the relevant Specific Agreement in conformance with the provisions of the *CEN/CENELEC Internal Regulations*, the present Guide, as well as the above-mentioned Framework Partnership Agreements.

To this end, the National Member/Committee:

1.1 notwithstanding provisions of paragraph 6 hereafter, shall assign qualified staff (qualified staff means either trained staff in standardisation procedures, standardisation aims, rules, relationship with legislation, etc... both at national and European level and/or financial professionals), with available time and supporting means, as foreseen in the agreed financial quotation for the execution of the tasks. CCMC shall be at all times systematically informed of the names of officers directly responsible for the execution of the contract with the corresponding references, where appropriate, of the CEN or CENELEC (or ISO or IEC) work structures which they serve as secretariat.  
Adequate qualified professionals, time resources and supporting means will be provided by the National Members/Committees for the purpose of proper coordination with the CCMC and, where relevant, with other National Members/Committee involved in the work;

1.2 shall submit reports to CCMC as required for the execution of the Specific Agreement.  
When relevant, these reports will be supplemented by an annual transmission to CCMC of updated contractual work programme in view of annual contractual review with the EC and the EFTA Secretariat;

1.3 shall keep at the disposal of CCMC a complete record of all data constituting information relevant for the implementation of Articles 1.7.3.3, 1.7.3.4 and 1.7.4 of the above-mentioned Framework Partnership Agreements;

It is noted in particular that it is the responsibility of CCMC to provide, when required under the relevant provisions of Framework Partnership Agreements, the relevant information in view of the verification that sums paid in respect of Specific Agreements have been allocated to their intended purpose. The National Member will therefore, upon request of CCMC, provide CCMC any such relevant information in its possession on the Cost Control Platform created at the EC's request. As a Partner's Member for the purpose of the above-mentioned Framework Partnership Agreements the National Member/Committee further notes its obligations, resulting from the prerogatives of the European Court of Auditors, acting in liaison with the official national Audit Bodies in accordance with the provisions of article 206 of the Treaty of Rome, and will inform its own sub-contractors, if any, of the existence of identical obligations applying also to them.

1.4 shall strive to execute the above-mentioned tasks within the planned time-frame and report as early as possible to CCMC if it appears, during the course of the work, that the contract may not be executed as planned, for reasons which will be set out;

1.5 shall, in all operations engaged for the execution of the contract, act in strict accordance with the *CEN/CENELEC Internal Regulations* and agreed practice, as recorded in particular in BT/BTS resolutions. Deliverables shall be verified beforehand as complying with those rules;

1.6 may sub-contract under its own responsibility certain tasks (e.g. Secretariat for technical bodies, laboratory testing, expertise, translations,...) either to other National

Member(s)/Committee(s) of CEN or CENELEC, or to other competent organisations. This sub-contracting shall be operated exclusively in accordance with the provision of the above-mentioned Framework Partnership Agreements, and of the agreed financial quotation mentioned in paragraph 1 of the present article. The National Member/Committee remains responsible for all the obligations derived from the present article, including for those tasks which it has sub-contracted<sup>2)</sup>;

- 1.7 may decide to resign from its responsibilities for the execution of tasks under the present Guide. In this case, notice must be given to CCMC six months in advance. No compensation shall be due to CEN. The evaluation of the work already done, for which payment shall be due, will be carried out as described in article 2, paragraph 7.

## **Article 2 – CCMC obligations to individual National Members/Committees**

CCMC shall carry out the work assigned to it in conformance with the provisions of the *CEN/CENELEC Internal Regulations*, the present Guide, as well as of the above-mentioned Framework Partnership Agreements.

To this end, CCMC shall, provided that adequate resources have been allocated to it:

- 2.1 assign qualified staff, with available time and supporting means for the execution of the tasks. The responsible National Member/Committee will be at all times informed of the name of the responsible Technical and Financial Officer in the CCMC;
- 2.2 allocate appropriate resources for the purpose of proper coordination with the National Member primarily responsible for the execution of the tasks, starting from the state of preparation of the contracts with the EC and EFTA;
- 2.3 make all relevant information available to the National Member/Committee and, in general, offer appropriate support, e.g. in the form of participation of CCMC experts in Technical Committee meetings (for meetings held inside EC/EFTA countries), making meeting room facilities available in Brussels, when required, providing help in settling difficulties of an administrative nature, etc...
- 2.4 launch the CEN or CENELEC enquiry and formal vote procedures within two months of reception of draft standards which conform to CEN/CENELEC rules. Within this period of two months, it must settle with the competent technical secretariat the problems caused by the non-conformity of the drafts with those rules or, failing this, return the drafts to the responsible National Member holding the Secretariat;
- 2.5 organise the ratification and the sending of adopted European publications within two months of receipt of the final text conforming to CEN/CENELEC rules. Within this period of two months, settle with the competent technical secretariat the problems caused by the non-conformity of this text with those rules or, failing this, return the text to the responsible National Member;
- 2.6 pay the responsible National Member/Committee for the execution of the tasks defined in the Specific agreements in accordance with the following provisions:
  - at the request of CCMC, the National Member/Committee will invoice CCMC, in Euros (EUR), applying the relevant VAT legislation. The invoice will be made in

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2) Detailed information about subcontracting are given in CEN-CENELEC Guide 19 (edition 2010).

duplicate, and give the Specific Agreement reference, the relevant steps of execution of the work as well as mandatory details<sup>3)</sup>;

- provided the corresponding invoice has been duly received from the National Member/Committee, CCMC will reimburse the National Member/Committee amounts due within 60 days of receipt by CCMC of the corresponding funds from the EC and/or EFTA;

2.7 in the case where a National Member/Committee responsible for the execution of certain tasks in accordance with the provisions of an Specific agreement and of the present Guide wishes to terminate his participation in the work, CCMC will assist in the negotiation for the attribution of the work to another National Member/Committee and in the interim management of the programme of work. CCMC will assess the work already done, and lead the discussions for the evaluation of the repartition of the funding due to the "outgoing" National Member/Committee for the work already done, on the one hand, and to the "incoming" National Member/Committee on the other hand.

### **Article 3 – Settlement of disputes**

In case of dispute the parties shall strive to reach an amicable settlement, if necessary with the help of an arbitration panel consisting of:

- one nominee from each of the parties
- one of the CEN or CENELEC Vice-Presidents acting as chairman.

The decision taken by the arbitration panel shall be final, notwithstanding Annex A of the *CEN/CENELEC Internal Regulations* related to the appeal procedure.

### **Article 4 – Application**

This Guide shall apply to all the Specific Agreements including grant agreement for "Translation Actions" signed under the above-mentioned Framework Partnership Agreements.

### **Article 5 – Duration**

This Guide shall remain in force during the period covering the execution of these Specific Agreements mentioned in Article 4. It may be amended or withdrawn by CEN/CA and CLC/AG at any time.

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3) Mandatory content of invoice available on the Cost Control Platform.



OR

**ANNEX 1****FORM C****DECLARATION OF ACCESSION TO SPECIFIC GRANT AGREEMENT SA/CEN/ENTR/.../yyyy/nn  
Or SA/CLC/...**

Ref.: 1) Framework Partnership Agreements FPA/CEN/ENTR/2009/C(2008)8758 of 2009-04-02 and FPA/CEN/EFTA/2009/1092843 of 2009-11-16 respectively signed between CEN and the European Commission and CEN and EFTA

Or

1) Framework Partnership Agreements FPA/CENELEC/ENTR/2009/C(2008)8758 of 2009-04-14 and FPA/CENELEC/EFTA/2009-1092982 of 2009-10-12 respectively signed between CEN and the European Commission and CEN and EFTA

2) CEN-CENELEC Guides 18 and 19 between CEN or CENELEC and their members for the execution of grant agreements (...CA /200x) – (update to come)

*[NSB name]* ("the co-beneficiary"), represented for the purpose hereof by Mr(s) *[First name] [Name],[Title]*, established in *[full address]*, hereby consents to become a co-beneficiary to specific *grant agreement* Nr *[contract reference]* (relating to project *[standardisation field]*) concluded between the *Commission* of the European Communities ("the Commission") and the "European Committee for Standardization (CEN) AISBL" or the "European Committee for Electrotechnical Standardization (CENELEC) AISBL" established in avenue Marnix 17 – B -1000 Brussels ("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 2 April 2009, 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.

This commitment encompasses in addition the respect of the rules set out in the CEN-CENELEC Guides mentioned above (Ref. 2) and any other internal arrangements the Partner and the co-beneficiary that have agreed on that have a bearing on the execution of this specific agreement.

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 Annexes;
- 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 all information necessary to comply with the cost control strategy as defined in Annex I.B;
- provide the Partner with all the necessary documents in the event of audits, checks of evaluations, as described in Articles I.14.1 concerning the Cost Control Platform, II.20 and II.7;
- comply with the conditions of Article I.13 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 4 copies, of which one shall be kept by the Partner and one by *[NSB name]*, the third being sent to the European 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 *[NSB name]*

Name of legal representative(s): *[First name] [Name],[Title]*

Signature of legal representative(s):

Date:

Stamp of the organisation