



Education, Audiovisual and Culture Executive Agency

Erasmus Mundus and External Cooperation

GRANT AGREEMENT FOR AN ACTION

ACTION 2 - ERASMUS MUNDUS PARTNERSHIPS

Financing exclusively by lump sum contribution(s) and/or unit contribution(s)

AGREEMENT NUMBER – «NO_REF»

The **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as "the Agency"), acting under powers delegated by the European Commission (hereinafter referred to as "the Commission"), represented for the purposes of signature of this Agreement by Ms Mónica HOLIK, Head of Unit for Erasmus Mundus and External Cooperation, on the one part,

and

«DEMA_NOM_CONT»

with its registered office at:

«ADRE_RUE», «ADRE_NUM»

«ADRE_BUILD» «ADRE_BOX»

«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»

hereinafter referred to as "the beneficiary", represented for the purposes of signature of this Agreement by «RESI_NOM»

on the other part,

Whereas the Commission has taken a decision n° 1298/2008/EC of 16 December 2008 establishing the Erasmus Mundus 2009-2013 action programme, authorizing the use of lump sums with a unit value of EUR 25.000 or less to cover one or more different categories of eligible cost,

HAVE AGREED

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

- Annex I Description of the action
- Annex II General Conditions (hereinafter referred to as “the General Conditions”)
- Annex III Estimated overall budget of the Action and guidelines on "Financial conditions for implementation of the mobility"
- Annex IV (a) Minimum requirements for the selection procedures
(b) First progress report form (technical)
(c) Second/third progress report form (technical part – Part I)
(d) Final report form (technical part – Part I)
- Annex V (a) Second/third progress report form (financial part – Part II)
(b) Final report form (financial part – Part II)
- Annex VI Model terms of reference for the certificate on the financial statements and underlying accounts: **not applicable**
- Annex VII Model terms of reference for the operational verification report: **not applicable**
- Annex VIII Administrative and Financial Handbook
- Annex IX Minimum insurance requirements

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

A European Union grant is awarded, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled «PROJ_TIT» «PROJ_TIT2» ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiary accepts the grant and agrees to implement the action, acting on its own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION

I.2.1 The Agreement shall enter into force on the date on which the last party signs.

I.2.2 The action shall run for **48 months** as of «DEDE_DAT_DEB_CON» (“the starting date of the action”) and shall end on «DEDE_DAT_FIN_CON».

I.2.3. The partnership can organize the "students" mobility in several cohorts according to the following timeline:

- **First cohort** - the mobility can start as of **September 2013**. The latest date for starting mobility must be **31 December 2014**. Any long-term mobility (i.e. 36 months) must start in the first cohort, in order to ensure that it ends before the end of the period set out in Article I.2.2;
- **Second cohort** - the mobility can start as of **September 2014**. The latest date for starting mobility must be **31 December 2015**;
- **Third cohort** - the mobility can start as of **September 2015**. The latest date for starting mobility must be **31 December 2016**.

Staff mobility can take place any time within the action duration.

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a **maximum amount of EUR** «DEDE_MNT_PRO» as shown in the estimated overall budget in Annex III and shall take the form of:

- (a) Reimbursement of eligible costs: **not applicable**.
- (b) **Unit contribution (“unit contribution”) to cover the following category of eligible costs, as indicated in Annex III:**
 - > Subsistence allowances,

- > Travel costs,
- > Participation costs for mobile students, where applicable,
- > Insurance costs.

The applicable formulas for unit costs financing are settled in the guidelines "Financial conditions for implementation of the mobility" joined to the Annex III.

(c) **Lump sum contribution ("lump sum contribution") to cover the following category of eligible costs:**

- The costs of the Organization of the mobility calculated on the basis of :
 - an amount of EUR 10.000 multiplied by the number of partners, as indicated in Annex III
 - an amount of EUR 10.000 for Joint coordination, as indicated in Annex III

(d) Flat-rate contribution: **not applicable.**

ARTICLE I.4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

I.4.1 Reporting periods, payments and additional supporting documents

In addition to the provisions set out in Annex II, Articles II.23 and II.24, the following reporting and payment arrangements shall apply:

Upon entry into force of the Agreement, a **pre-financing payment of 50%** of the maximum amount specified in Article I.3 shall be paid to the beneficiary.

Further pre-financing payments:

- A **second pre-financing payment of 30%** of the maximum amount specified in Article I.3 shall be paid to the beneficiary, subject to having used at least 70% of the previous pre-financing instalment paid;
- A **third pre-financing payment of 20%** of the maximum amount specified in Article I.3 shall be paid to the beneficiary, subject to having used at least 70% of the previous pre-financing instalments paid.

Each request for payment of a further pre-financing instalment, using the **form** in Annex V, must be accompanied by a complete mobility list (Erasmus Mundus Mobility Tool output).

Payment of the balance

Sole reporting period from the starting date of the action to the end of the period set out in Article I.2.2: The balance shall be paid to the beneficiary, subject to the receipt of the documents requested in Article II.23.2 and all other accompanying documents mentioned under the section "Other supporting documents" of this Article.

Reporting arrangements:

By way of derogation to Article II.23.2, the technical report on progress, financial statements and other documents referred to in Annexes IV and V must be submitted by the following dates:

- in the frame of the first cohort:

- 1) a list per type of mobility must be submitted 15 days before the start of the first mobility of each type and a complete list for all mobilities by **1st September 2014 at the latest** (EACEA Mobility Tool output);
- 2) a certified declaration on minimum requirements for the selection procedures to be submitted with the first list of mobility;
- 3) a **first technical progress report**: by **1st September 2014**;
- 4) a **second technical and financial progress report** together with a complete mobility list (EACEA Mobility Tool output): by **1st February 2015**;

- in the frame of the second cohort (if applicable):

- 5) a list per type of mobility must be submitted 15 days before the start of the first mobility of each type and a complete list for all mobilities by **1st September 2015 at the latest** (EACEA Mobility Tool output);
- 6) a **third technical and financial progress report** together with a complete mobility list including first and second cohorts (EACEA Mobility Tool output): by **1st February 2016**;

- in the frame of the third cohort (if applicable):

- 7) a list per type of mobility must be submitted 15 days before the start of the first mobility of each type and a complete list for all mobilities for first, second and third cohorts by **1st September 2016 at the latest** (EACEA Mobility Tool output);

and

- 8) a **final report** within **two months after** the end of the period set out in Article I.2.2.

Other supporting document:

The request for payment of the balance shall be accompanied by the final report justifying the final determination of the unit costs and lump-sums referred to in Article I.3.

I.4.2 Time limit for payments

The time limit for the Agency to make payment of the balance is 60 days.

I.4.3 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements shall be submitted to the Agency in one original, as well as an electronic version in English.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the beneficiary's bank account, denominated in euro, as indicated below:

Name of bank: «DEST_BAN_NOM»

Address of bank: «DEST_BAN_RUE», «DEST_BAN_NUM_BAT»

«DEMA_ST_NAME» - «DEST_BAN_COD_POS» «DEST_BAN_VIL»

Account holder: «DEST_NOM»

Full account number including bank codes: «DEST_NUM_COM»

IBAN account code¹: «DEST_IBAN_CD»

ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES**I.6.1 Data controller**

The entity acting as a data controller according to Article II.6 shall be the person who is representing the Agency for the purposes of the signature of this Agreement.

¹ BIC code for countries where the IBAN code does not apply

I.6.2 Communication details of the Agency

Any communication addressed to the Agency shall be sent to the following address:

Education, Audiovisual and Culture Executive Agency

Ms. Mónica HOLIK

Unit P4 - Erasmus Mundus and External Cooperation

Avenue du Bourget n° 1 (BOUR 02/30)

BE – 1049 Brussels

E-mail address: EACEA-EM-PARTNERSHIPS@ec.europa.eu

I.6.3 Communication details of the beneficiary

Any communication from the Agency to the beneficiary shall be sent to the following address:

«RESI_NOM»

«ADRE_RUE», «ADRE_NUM»

«ADRE_BUILD» «ADRE_BOX»

«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»

ARTICLE I.7 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provisions of Article II.8.3, the beneficiary shall warrant that the Agency and/or the European Union (hereinafter referred to as the "Union") has the rights to:

- (a) communicate the results of the action by any other types of communication not specified in the General Conditions;
- (b) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (c) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- (d) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (e) prepare derivative works of the results of the action;
- (f) translate, insert subtitles in, dub the results of the action in:
 - all official languages of EU

- (g) authorise or sub-licence the modes of exploitation set out above to third parties.

The Agency and/or the Union shall have the rights of use specified in the General Conditions and set out above for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE I.8 – SETTLEMENT OF DISPUTES WITH A NON EU BENEFICIARY

By derogation from Article II.18.2, where the beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Agency and/or the Union and/or the non EU beneficiary may bring before the Courts of Brussels any dispute between the Agency and/or the Union and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Agency, the Union or the non EU beneficiary) has brought proceedings before the Courts of Brussels concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Courts of Brussels already seized.

ARTICLE I.9 – OTHER SPECIAL CONDITIONS

The following additional special conditions apply to this agreement:

I.9.1 Geographical lots specificities

In accordance to the "Erasmus Mundus Action 2 – Partnerships" Guidelines to the Call for proposals EACEA/38/12 for the implementation of Erasmus Mundus II programme (OJEU 2009/C294/08 of the 03/12/2009) all specificities indicated for each geographical lot must be strictly respected.

I.9.2 Minimum insurance requirements

The beneficiary with its partners shall provide an insurance scheme that guarantees adequate coverage in accordance to Annex IX of this agreement.

I.9.3 Participation in the Erasmus Mundus Annual Conference

The beneficiary and other representative(s) of the partnership shall attend the Erasmus Mundus II - Partnerships' annual conference. The incurred expenditure for this participation may be covered by the lump sum allocated to finance the costs of the organisation of the mobility.

I.9.4. Publicity obligations

- a) For purpose of the application of Article II.7 relating to the publicity, the beneficiary shall use the logo and follow the instructions available on the following Internet website:

http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/documents/em_projvisibility.pdf
(instructions)

http://eacea.ec.europa.eu/about/eacea_logos_en.php (logos)

The translation of the required phrase can be found at the following Internet website address:

http://ec.europa.eu/dgs/education_culture/publ/graphics/beneficiaries_all.pdf

- b) Obligations of the beneficiary

Information requirements : The beneficiary shall inform the public, press and media of the action (internet included); which must, in conformity with Article II.7, visibly indicate “with the support of the Erasmus Mundus programme of the European Union” as well as the graphic logo mentioned above.

Where the action, or part of the action, is a publication the mention and graphic logos shall appear on the cover or the first pages following the editor's mention.

Use of signs and posters: If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos mentioned under point a).

Authorisation to use the logos described in point a) implies no right of exclusive use and is limited to this agreement.

If the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of European Union financing.

- c) The Agency shall consider this publicity obligation, as a substantial obligation within the meaning of Article II.16.2.1 (b) of the agreement.

1.9.5. Inapplicability of the no-profit principle

By way of derogation from Article II.25.3, the no-profit principle does not apply to the action.

1.9.6. Special provisions on the conversion of costs, incurred in another currency, into Euro

By way of derogation from Article II.23.4, any conversion into euro of costs incurred in other currencies shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website:

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

applicable on the month when the expenditure occurred

SIGNATURES

For the beneficiary
«RESI_NOM»,
Function:

For the Agency
Mónika HOLIK
Head of Unit

[signature]
Done in
Date

[signature]
Done in Brussels
Date

In duplicate in English

