Operating Grant Agreement

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

Agreement Number – 2016 – 0000 / 001 - -001

Civil Society Cooperation in the Field of Youth

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 Mr XXXX, Authorising Officer by Sub-delegation, at the Executive Agency, on the one part,

and

Name of the Beneficiary Organisation
Street
Building
PO Box
Country-Post Code City

hereinafter referred to as “the beneficiary”, represented for the purposes of signature of this Agreement by Legal Representative's name

on the other part,

Whereas the Commission has taken a decision C(2014)6145 of 03/09/2014 authorising the use of reimbursement on the basis of unit costs for the Civil Society Cooperation actions under the Erasmus+ Programme;

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

Annex I Work programme of the beneficiary
Annex II General Conditions (hereinafter referred to as “the General Conditions”)
Annex III Estimated budget
Annex IV Model technical report
Annex V Model financial statement
Annex VI List of supporting documents
Annex VII Model terms of reference for the operational verification report: not applicable

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 work programme of the beneficiary, as described in Annex I, which corresponds to the statutory activities and objectives of the beneficiary.

With the signature of the Agreement, the beneficiary accepts the grant and agrees to implement the work programme, 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 period of eligibility for European Union funding shall start on 01-01-2016 (“the starting date”) and shall end on 31-12-2016.

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

The grant shall be of a maximum amount of EUR 00.000,00 and shall take the form of:

(a) Reimbursement of eligible costs: not applicable.

(b) (i) A unit contribution of EUR 9.356,00 per unit (“unit contribution”) to cover the following category of eligible costs:

- personnel costs financed according to the formula: unit value per Full Time Equivalent multiplied by the estimated number of FTE's to be used in the year for which the grant is awarded;

(ii) A unit contribution of EUR 3.381,00 per unit (“unit contribution”) to cover the following category of eligible costs:

- statutory meetings financed according to the formula: unit value per meeting multiplied by the estimated number of statutory meetings during the year for which the grant is awarded;

(c) Lump sum contribution: not applicable

(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 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 80% of the maximum amount specified in Article I.3 shall be paid to the beneficiary.

Payment of the balance

Sole reporting period from 01-01-2016 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 (a) to (d) and all other accompanying documents mentioned under the section "Other supporting documents" of this Article

Other supporting document:

The request for payment of the balance shall be accompanied by the supporting documents as set out in Annex VI.

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 in English, French or German.

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: XXXX
Address of branch: XXXX
Precise denomination of the account holder: XXXX
Full account number (including bank codes): XXXX
IBAN code: XXXX

This account or sub-account must identify the payments made by the Agency.

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.

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
Unit A6/ Erasmus+ Sport, Youth and EU Aid Volunteers – Civil Society Cooperation
Office BOUR 04/30
Avenue du Bourget, 1
1049 Brussels
BELGIUM
E-mail address: EACEA-YOUTH@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:

Name of the Beneficiary Organisation
Street
Building
PO Box
Country-Post Code 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 beneficiaries shall warrant that the Agency and/or the European Union (hereinafter referred to as "the Union") has the right[s] to:

(a) communicate the results of the work programme by any other types of communication not specified in the General Conditions;

(b) edit or re-write in another way the results of the work programme, 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 work programme;

(d) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the work programme;

(e) prepare derivative works of the results of the work programme;
(f) translate, insert subtitles in, dub the results of the work programme 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 NON EU BENEFICIARIES

By way of derogation from Article II.18.2, where a 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

ARTICLE I.9.1 – INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

By way of derogation from Article II.25.3, the no-profit principle does not apply to the work program the maximum amount of which, as laid down in Article 3, is lower than or equal to EUR 60 000.

ARTICLE I.9.2 – PUBLICITY OBLIGATIONS

a) For the purpose of the application of Article I.9.2 and Article II.7 of the Grant Agreement, relating to the publicity and use of the relevant logo, the beneficiary shall follow the instructions available on the following Internet site: http://eacea.ec.europa.eu/about/eacea_logos_en.php

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+ Programme of the European Union” as well as the graphic logos.

The translation of this phrase can be found at the following Internet website address: http://eacea.ec.europa.eu/about/eacea_logos_en.php
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 Union financing.

c) The Agency shall consider this publicity obligation, foreseen in this article and in Article II.7.1, as a "substantial obligation" within the meaning of Article II.16.2.1(b) of the Grant Agreement.

SIGNATURES

For the **Beneficiary**

*First name, name*

Function: 

For the **Agency**

*First name, name*

Authorising Officer by Sub-delegation

Done at: 

Date:

Done at Brussels, on

In duplicate in English
ANNEX I

WORK PROGRAMME OF THE BENEFICIARY

The grant awarded aims at implementing the work programme as described in the application form submitted by: *Name of the Beneficiary Organisation*
ANNEX III

ESTIMATED OPERATING BUDGET
ANNEX IV
MODEL TECHNICAL REPORT

The final report shall present the results and achievements of the beneficiary during the eligibility period in relation to the objectives set out in the work programme, using the same structure as the work programme and including a final financial statement.

The templates of the technical report to be used are available online at the following address:

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en
ANNEX V
MODEL FINANCIAL STATEMENT

The final report shall include a final financial statement

The templates of the financial statement to be used are available online at the following address:

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en
ANNEX VI
List of supporting documents

The list of supporting documents to be provided is available online at the following address:

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en