GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

Financing exclusively by unit costs contribution(s)

AGREEMENT NUMBER – «NO_REF»

PROJECT NUMBER – «PROJ_REF_SK»

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 «DEFU_UNOP_CHEF», Head of Unit,

on the one part,

and

«DEMA_NOM_CONT»
«ADRE_RUE», «ADRE_NUM»
«ADRE_BUILD»
PO BOX «ADRE_BOX»
«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»,
VAT NUMBER: «DEST_TVA»,

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by «RESI_NOM»

and the other beneficiaries listed under Annex IV of this Agreement duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement, hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

Whereas the Commission has taken a decision n° C(2013) 8550 on 4 December 2013 authorising the use of lump sums, reimbursement on the basis of unit costs and flat-rate financing under the “Erasmus+” Programme;
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 budget of the action
Annex IV   List of beneficiaries and Mandates provided to the coordinator by the other beneficiaries
Annex VII  Model terms of reference for the certificate on the financial statements and underlying accounts: not applicable
Annex VIII  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 action entitled «PROJ_TIT» «PROJ_TIT2» ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

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

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 as of «DEDE_DAT_DEB_CON» ("the starting date of the action") and shall end on «DEDE_DAT_FIN_CON».

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

The grant shall be of a maximum amount of EUR «DEDE_MNT_PRO» and shall take the form of:

(a) Reimbursement of eligible costs: not applicable.

(b) A unit contribution of EUR «DEDE_MNT_PRO» calculated via unit costs ("unit contribution") covering the following categories of eligible costs.

- activities directly linked to the implementation of the project (per day/per category of staff/per group of country)
- learning mobility activities of participants (travel and subsistence costs), if applicable

as indicated in Annex III.

(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 40 % of the maximum amount specified in Article I.3 shall be paid to the coordinator

Further pre-financing payment:

A second pre-financing payment of 40 % of the maximum granted amount specified in Article I.3 shall be paid to the coordinator, subject to having used at least 70 % of the previous pre-financing installment paid and subject to the receipt of the technical report on progress and the statement on the use of the previous pre-financing installment sent by the beneficiary.

By way of derogation to article II.23.1, the aforementioned reports shall be sent to the Agency by «DEDE_DAT_DOC_INT1» at the latest. The reporting period will cover the first 12 months for 2-year projects and the first 18 months for 3-year projects.

The reports will include, in particular:

- E-Interim report:
  (a) an evaluation of the interim results of the project compared to the initial objectives;
  (b) comprehensive details on the development, progress and achievements of the project, including, where appropriate, information on interaction with other projects;
  (c) a summary of the main results.

- Interim Financial statement:
  The template of the financial statement for interim reporting as set out in Annex VI.

- Signed declaration certifying that the information provided is full, reliable and true, and can be substantiated by relevant supporting documentation.

The project website and logo must be uploaded in the Erasmus+ dissemination platform: 
http://ec.europa.eu/programmes/erasmus-plus/projects/

Payment of the balance

Sole reporting period from «DEDE_DAT_DEB_CON» to the end of the period set out in Article I.2.2: The balance shall be paid to the coordinator, in accordance with Article II.23.2 (a) to (d) and subject to the receipt of all other accompanying documents mentioned under the section “Other supporting documents” of this Article.
Other supporting documents:

- **e - Final report:**
  (a) an evaluation of the results of the project compared to the initial objectives;
  (b) comprehensive details on the development, progress and achievements of the project, including, where appropriate, information on interaction with other projects;
  (c) a summary of the main results.
- **Final Financial statement:**
  The template of the financial statement for final reporting as set out in Annex VI.
- **Signed declaration certifying that the information provided for calculating the final grant is full, reliable and true, and can be substantiated by relevant supporting documentation.**
- **Results must be uploaded in the Erasmus+ dissemination platform before report submission:**

**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 coordinator's bank account, denominated in euro, as indicated below:

Name of bank: «DEST_BAN_NOM»
Address of branch: «DEST_BAN_RUE», «DEST_BAN_NUM_BAT»
«DEST_ST_NAME» - «DEST_BAN_COD_POS» «DEST_BAN_VIL»

Precise denomination of the account holder: «DEST_NOM»
Full account number (including bank codes): «DEST_NUM_COM»
IBAN code: «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.

**I.6.2 Communication details of the Agency**
Any communication addressed to the Agency shall be sent to the functional mailbox EACEA-KNOWLEDGE-ALLIANCES@ec.europa.eu

In case of need of original documents, any communication addressed to the Agency shall be sent to the following address:

«DEFU_UNOP_CHEF»
Unit «DEFU_UNOP»
Office: «CHEF_UNOP_BAT», «CHEF_UNOP_ETAS», «CHEF_UNOP_BUR»
Avenue du Bourget 1
BE-1049 Brussels
BELGIUM

I.6.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries shall be sent to the legal representative by e-mail or to the following address:

«DEMA_NOM_CONT»
«RESI_NOM»
«ADRE_RUE», «ADRE_NUM»
«ADRE_BUILD»
PO BOX «ADRE_BOX»
«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»

ARTICLE I.7 - USE OF THE RESULTS OF THE ACTION

In addition to the provisions of Article II.8, if the beneficiaries produce materials under the scope of the project, such materials must be made available for the public, in digital form, freely accessible through the Internet under open licenses.

The beneficiaries must also warrant that the Agency and the Commission 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 the EU;
g) authorise or sub-licence the modes of exploitation set out above to third parties;

The Agency and the Commission 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 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

If learning mobility activities are foreseen in the grant agreement, budget transfers between the headings Project Implementation Support and Learning Mobility Activities are not allowed.
ARTICLE I.9 – 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 non EU beneficiary may bring before the Courts of Brussels any dispute between the Agency 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 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.10 – OTHER SPECIAL CONDITIONS

ARTICLE I.10.1 – ADDITIONAL PROVISIONS ON AWARD OF CONTRACTS AND SUBCONTRACTING

In addition to the provisions set out in Article II.9 and Article II.10, where the value of a contract awarded in accordance with those Articles exceeds EUR 60,000, the beneficiaries shall, abide by the following rules:

- National rules with regard to procurement apply.

ARTICLE I.10.2 - MEETINGS

Representatives of the project coordinator (or other beneficiaries if required) shall participate in meetings organised by the Agency. There will be a maximum of two meetings per year. The days related to the participation to these meetings can be charged in the financial reporting table.

ARTICLE I.10.3 – PUBLICITY OBLIGATIONS

1. For the purpose of Article II.7 of the grant agreement, relating to the publicity and use of the relevant logo, the beneficiaries must follow the instructions available on the following website: https://eacea.ec.europa.eu/about-eacea/visual-identity_en

2. The beneficiaries must inform the public, press and media of the action (internet included), which must, in conformity with Article II.7 mentioned above, visibly indicate “with the support of the Erasmus+ Programme of the European Union” as well as the graphic logos.

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

4. If the action includes events for the public, signs and posters related to this action must be displayed. This must include the logos mentioned under point 1. Authorisation to use the logos described in point 1 implies no right of exclusive use and is limited to this agreement.

ARTICLE I.10.4 - DISSEMINATION AND EXPLOITATION OF RESULTS

Beneficiaries of grants under the Erasmus+ Programme have the duty to ensure that the work undertaken within the framework of this grant agreement and the results accruing from it receive substantial visibility. The co-ordinator must pay specific attention to the importance of dissemination, exploitation of results of the action and to their visibility at a transnational level. In this respect, the co-ordinator must:
create and maintain (during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the co-ordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article I.10.3), and access to all results, as and when they become available.

- update the project summary in accordance with the instructions provided in Annex V.

- provide during the project lifetime the Agency and/or the Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.

- use the Erasmus+ Projects Result Platform, on the website http://ec.europa.eu/programmes/erasmus-plus/projects/ to disseminate and exploit project results and deliverables in accordance with the instructions provided therein. The approval of the final report will be subject to the upload of the project results/deliverables on the aforementioned platform by the time of its submission.

ARTICLE I.10.5 – PENALTIES IN THE CASE OF NON-COMPLIANCE WITH PUBLICITY OBLIGATIONS AND FOR POOR, PARTIAL, OR LATE IMPLEMENTATION

1. The obligation to comply with the publicity provision set out in article II.7 constitutes a substantial obligation. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Agency may apply a 20% reduction of the grant initially provided for.

2. For the purpose of poor, partial or late implementation as provided for in Article II.25.4, and in a total of maximum 100 points, the reduction will be of:
   - 25% if the project scores at least 40 points and below 50 points;
   - 35% if the project scores at least 30 and below 40 points;
   - 55% if the project scores at least 20 and below 30 points;
   - 75% if the project scores below 20 points.

ARTICLE I.10.6 - SPECIAL PROVISIONS FOR FINAL REPORTS

By way of derogation from article II.23.2, the final technical report and the final financial statement shall be submitted to the Agency within 90 days following the end of the action as provided in Article I.2.2.

ARTICLE I.10.7 – ENTITIES AFFILIATED TO THE BENEFICIARIES

For the purpose of this Agreement, the following entities are considered as affiliated entities:

- (Name of the AE)

For the Coordinator «RESI_NOM»
Function: 
signature
Done at , Date: …/…/……

For the Agency: «DEFU_UNOP_CHEF»
Head of Unit
signature
Done at Brussels, Date: …/…/……
GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER - «NO_REF»

PROJECT NUMBER – «PROJ_REF_SK»

ANNEX I

DESCRIPTION OF THE ACTION

Registered by the Agency under the reference «PROJ_REF_SK» with the title «PROJ_TIT» «PROJ_TIT2»
GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

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ANNEX II

GENERAL CONDITIONS

Submission of a grant application implies the acceptance of these General Conditions. These General Conditions bind the beneficiary to whom the grant is awarded and shall constitute an annex to the Grant Agreement.
GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

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ANNEX III

ESTIMATED BUDGET OF THE ACTION
GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

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PROJECT NUMBER – «PROJ_REF_SK»

ANNEX IV

LIST OF BENEFICIARIES AND MANDATES
ANNEX IV
MANDATE

I, the undersigned,
[forename and surname of the legal representative of the future beneficiary signing this mandate],
representing,
[full official name of the future beneficiary] [ACRONYM]
[official legal status or form]¹
[official registration No]²
[full official address]
[VAT number].

hereinafter referred to as "the beneficiary",
for the purposes of the signature and the implementation of the project number: XXXXX-EPP-1-2018-XX-EPPKA2-KA - Title (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

1. Mandate

[full official name of the coordinator] [ACRONYM]
[official legal status or form]
[official registration No]³
[full official address]
[VAT number],
represented by [forename, surname and function of the legal representative of the coordinator]
(hereinafter referred to as "the coordinator")

¹ One original version of this Annex to be included for each beneficiary except for the coordinator.
² To be deleted or filled in according to the "Legal Entity" form. Delete if the beneficiary is a natural person or a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.).
³ To be deleted or filled in according to the "Legal Entity" form. Delete if the beneficiary is a natural person or a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.).
⁴ To be deleted or filled in according to the "Legal Entity" form. Delete if the beneficiary is a natural person or a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.).
to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. [In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.]

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

[forename, surname, function of the legal representative of the mandating beneficiary]

[signature]

Done at [place], [date]

In duplicate in English
GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

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ANNEX V

MODEL TECHNICAL/FINAL REPORT
Available on:
GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

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ANNEX VI

MODEL FINANCIAL STATEMENT
Available on: