GRANT AGREEMENT for a:
Project with multiple beneficiaries under the ERASMUS+ Programme

AGREEMENT NUMBER – [2015-KA2… - …]

[full official name of the NA]
[official legal form]
[official registration No]
[official address in full]
[VAT number],

The National Agency (hereinafter referred to as “the NA”), represented for the purposes of signature of this Agreement by [function, forename and surname], and acting under delegation by the European Commission, hereinafter referred to as “the Commission”,
on the one part,

and

1. [full official name of the coordinator]
[official legal form] [if applicable]
[official registration No] [if applicable]
[official address in full]
[VAT number], [if applicable]

[PIC number],
[Option 1 – ECHE]
Erasmus ID code [e.g. B BRUXEL01]:

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by [function, forename and surname]

and the other beneficiaries as set out in Annex VI,

1 Reference to the Programme Decision
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,

HAVE AGREED

to the Special Conditions (hereinafter referred to as “the Special Conditions”) Part I, the General Conditions (hereinafter referred to as “the General Conditions”) Part II and the following Annexes:

Annex I Description of the Project
Annex II Estimated budget
Annex III Financial and contractual rules
Annex V Mandate[s] provided to the coordinator by the other beneficiary[ies]
Annex VI List of other beneficiaries

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 General Conditions, as published on http://erasmuspluss.ee/programmist/toetusesaajale/

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

The terms set in Annex III shall take precedence over those set out in the other Annexes.

The terms set in Annex II shall take precedence over those set in Annex I.
PART I - SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

I.1.1 The NA has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the Project entitled [NA to insert title of the Project in bold as provided in the application form] ("the Project") under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, as described in Annex I.

I.1.2 With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the Project, acting on their own responsibility.

I.1.3 The beneficiaries will comply with [the Erasmus Charter for Higher Education and the Higher Education National Mobility Consortium accreditation]

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 Project shall run between [insert date: …] and [insert date: …] both inclusive.

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

I.3.1 Maximum grant awarded

The grant shall be of a maximum amount of EUR […] and shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:

(a) eligible costs as specified in Article II.16;
(b) estimated budget as specified in Annex II;
(c) financial rules as specified in Annex III.

I.3.2 Budget transfers without amendment

Without prejudice to Article II.11 and provided that the Project is implemented as described in Annex I, beneficiaries are allowed to adjust the estimated budget set out in Annex II, by transfers between the different budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.11 provided that the following rules are respected:

(a) The beneficiaries are allowed to transfer up to 20% of the funds allocated for Project management and implementation, Transnational Project Meetings, Intellectual Outputs, Multiplier Events, Learning/teaching/training activities and Exceptional
costs to any other budget category with the exception of the budget categories Project management and implementation and Exceptional costs.

(b) Any budget transfer shall result in an increase of maximum 20% of the amount awarded to that budget category as specified in Annex II.

(c) The beneficiaries are allowed to transfer funds allocated for any budget category to the budget category Special needs support, even if no funds are allocated for Special needs support as specified in Annex II. In such case the maximum increase of 20% of the budget category Special needs support shall not apply.

(d) By derogation to point (a) of the present Article, the beneficiaries are allowed to transfer funds allocated for any budget category except Special needs support to the budget category Exceptional costs in order to contribute to the costs of a financial guarantee in so far as required by the NA in Article I.4.1 and even if no funds are allocated for Exceptional costs as specified in Annex II. In such case the maximum increase of 20% of the budget category Exceptional costs shall not apply.

ARTICLE I.4 –REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions shall apply:

I.4.1 First pre-financing payment

The pre-financing is intended to provide the beneficiaries with a float.

Option 2: for projects of maximum 2 years and in case the first pre-financing payment is split in two instalments:

The NA shall pay the first pre-financing to the coordinator in two instalments as follows:

- Within 30 days following the entry into force of the Agreement a first payment of EUR [...] corresponding to 40% of the maximum grant amount specified in Article I.3.1;
- By 31.05.2016 a second payment of EUR [...] corresponding to 40% of the maximum grant amount specified in Article I.3.1.

Option 3: for projects of more than 2 years:

The NA shall pay to the coordinator within 30 days following the entry into force of the Agreement a first pre-financing payment of EUR [...] corresponding to 40% of the maximum grant amount specified in Article I.3.1.

I.4.2 Interim reports and further pre-financing payments
**Option 4:** NA to select if no further pre-financing is foreseen and no interim report is required (for projects of maximum 2 years):

Not applicable.

**Option 2:** NA to select if a further pre-financing payment is foreseen (applicable to KA2 – Strategic Partnerships of more than two years):

By 1.10.2015, the coordinator shall complete a progress report on the implementation of the Project in Mobility Tool+ (if available), covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to 31.08.2016.

By 1.10.2017 or once at least 70% of the first pre-financing payment has been used to cover costs of the Project, the coordinator shall complete an interim report on the implementation of the Project in Mobility Tool+ (if available), covering the reporting period from 1.09.2016 to 31.09.2017.

In so far as the interim report demonstrates that the coordinator has used at least 70% of the amount of first pre-financing payment, the interim report shall be considered as a request for a further pre-financing payment and shall specify the amount requested up to EUR [...] corresponding to 40% of the total maximum amount specified in Article I.3.1.

Where the interim report shows that less than 70% of the first pre-financing payment paid has been used to cover costs of the Project,

the coordinator shall submit a further interim report once at least 70 % of the amount of first pre-financing payment has been used, which shall be considered as a request for a further pre-financing payment and shall specify the amount requested EUR [...] corresponding to 40% of the maximum amount specified in Article I.3.1.]

Without prejudice to Articles II.17.2 and II.17.3 and following approval of the report by the NA, the NA shall pay to the coordinator the further pre-financing payment within 60 calendar days on receipt of the interim report completed in Mobility Tool+ (if available).

**I.4.3 Final report and request for payment of the balance**

Within 60 days after the end date of the Project specified in Article I.2.2, the coordinator shall complete a final report in Mobility Tool+ on the implementation of the Project, and upload all project results in VALOR as specified in article I.10.2. The report must contain the information needed to justify the contribution requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contribution or the eligible costs actually incurred in accordance with Article II.16 and Annex III.

The final report is considered as the coordinator’s request for payment of the balance of the grant.

The coordinator shall certify that the information provided in the request for payment of the balance is full, reliable and true. It shall also certify that the costs incurred can be considered...
eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.20.

I.4.4 Payment of the balance

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article I.2.2 the remaining part of the eligible costs incurred by the beneficiaries for its implementation.

Without prejudice to Articles II.17.2 and II.17.3, on receipt of the documents referred to in the final report, the NA shall pay the amount due as the balance within 60 calendar days.

This amount shall be determined following approval of the final report and in accordance with the fourth subparagraph. Approval of the final report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article II.18, the total amount of pre-financing and interim payments already made. Where the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.18, the payment of the balance may take the form of a recovery as provided for by Article II.19.

I.4.5 Non – submission of documents

Where the coordinator has failed to submit an interim report due or final report accompanied by the documents referred to above, the NA shall send a formal reminder within 15 calendar days of the deadline. If the coordinator still fails to submit such a request within 30 calendar days following this reminder, the NA reserves the right to terminate the Agreement in accordance with Article II.15.2.1(b), and request the reimbursement of the full amount of pre-financing payments in accordance with Article II.19.

I.4.6 Language of requests for payments and reports

The coordinator shall submit all requests for payments and reports in one of official languages of EU.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account as indicated below:

Name of bank: […]
Precise denomination of the account holder: […]
IBAN bank account number: […]
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 employees of the Foundation Archimedes who are involved in implementing the Erasmus+ Programme.

I.6.2 Communication details of the NA

Any communication addressed to the NA shall be sent by the coordinator to the following address:

[Name of the NA]
[Post code, town and country]
E-mail address: [insert functional mailbox NA]

I.6.3 Communication details of the beneficiaries

Any communication from the NA to the beneficiaries shall be sent to the coordinator at the following address:

[Full name of the coordinator]
[Function]
[Name of the entity]
[Full official address]
E-mail address: [complete]

ARTICLE I.7 – PROTECTION AND SAFETY OF PARTICIPANTS

The beneficiaries shall have in place effective procedures and arrangements to provide for the safety and protection of the participants in their Project.

The beneficiaries shall ensure that insurance coverage is provided to participants involved in mobility activities abroad.

ARTICLE I.8 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1 The Agreement is governed by the Republic of Estonia.

I.8.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the NA and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.
ARTICLE I.9 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provision of Article II.8.3, if the beneficiaries produce educational materials under the scope of the Project, such materials shall be made available through the Internet, free of charge and under open licenses\(^3\).

ARTICLE I.10 – USE OF IT TOOLS

I.10.1 Mobility Tool+

The coordinator is required to make use of the web based Mobility Tool to record all information in relation to the mobility activities undertaken under the Project, including activities with a zero grant from EU funds and to complete and submit the Progress Report, Interim report (if available in Mobility Tool+) and Final reports.

I.10.2 Dissemination Platform

The coordinator shall input the deliverables of the Project in VALOR, the programme Dissemination Platform on the website http://ec.europa.eu/programmes/erasmus-plus/projects/, in accordance with the instructions provided therein.

The approval of the final report will be subject to the upload of the Project deliverables in by the time of its submission

ARTICLE I.11 – ADDITIONAL PROVISIONS ON SUBCONTRACTING

By way of derogation to the provisions set out in Article II.10, the beneficiaries shall not subcontract any activities funded from the budget category Intellectual outputs.

By way of derogation, the provisions set out in points (c) and (d) of Article II.10.2 shall not apply to any of the budget categories except Exceptional costs.

ARTICLE I.12 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES

The financial responsibility of each beneficiary other than the coordinator shall be limited to the amount received by the beneficiary concerned.

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\(^3\)Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed and the beneficiary is free to choose the specific license to apply to their work. An open licence must be associated to each resource produced. An open licence is not a transfer of copyrights or Intellectual Property Rights (IPR).
ARTICLE I.13 - NOT APPLICABLE PROVISIONS FROM THE GENERAL CONDITIONS

The following provisions of Part II - General Conditions of this Agreement shall not apply: II.16.2.1-II.16.2.4, II.16.2.6 and II.16.4.1-II.16.4.3, II.16.4.5.

ARTICLE I.14 - SUPPORT TO PARTICIPANTS

Where the implementation of the Project requires giving support to participants, the beneficiaries shall give such support in accordance with the conditions specified in Annex I and Annex IV (if applicable), which shall at least contain:

(a) the maximum amount of financial support, which shall not exceed EUR 60 000 for each participant;
(b) the criteria for determining the exact amount of the support;
(c) the activities for which the participant may receive support, on the basis of a fixed list;
(d) the definition of the persons or categories of persons which may receive support;
(e) the criteria for giving the support.

The beneficiaries shall:

- Either transfer the financial support for [NA to select the applicable budget categories depending on the Project:] the budget categories travel/individual support/linguistic support in full to the participants of Transnational learning/teaching/training activities, applying the rates for unit contributions as specified in Annex III;
- Or provide the support for [NA to select the applicable budget categories depending on the Project:] the budget categories travel/individual support/linguistic support to participants of Transnational learning/teaching/training activities in the form of provision of the required travel, subsistence and linguistic support services. In such case, the beneficiaries shall ensure that the provision of travel, subsistence and linguistic support services will meet the necessary quality and safety standards.

The beneficiaries may combine the two options set out in the previous paragraph in so far as they ensure fair and equal treatment of all participants. In such case the conditions applicable to each option shall be applied for the budget categories to which the respective option is applied.

ARTICLE I.XX – PARENTAL/GUARDIAN CONSENT

[For Key Action 1 – Youth Exchanges and and VET mobility of learners, and for Key Action 2 in the field of school education in case the grant covers pupil mobility:] The beneficiary shall obtain the Parental/Guardian consent for participants of minor age prior to their participation in any mobility activity.]

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ARTICLE I.XX – ADDITIONAL PROVISION ON MONITORING AND EVALUATION
[For HE]

The NA and the Commission will monitor the correct implementation of the Erasmus Charter for Higher Education and/or the consortium accreditation by the beneficiaries.

In case the monitoring reveals weaknesses, the beneficiary concerned shall establish and implement an action plan within the timeframe specified by the NA or the Commission. In the absence of adequate and timely remedial actions by the beneficiary concerned, the NA may withdraw the consortium accreditation or recommend to the Commission to suspend or withdraw the Erasmus Charter for Higher Education in accordance with the provisions set in the consortium accreditation or Erasmus Charter for Higher Education respectively.

ARTICLE I.18 – BENEFICIARIES LOCATED IN PARTNER COUNTRIES

for Higher Education only: in case of Strategic Partnerships that involve one or more participating organisations located in a partner country

The beneficiary[ies] located in partner countries commit to respect the same principles as the beneficiaries located in programme countries regarding the Erasmus Charter for Higher Education, wherever applicable.

[ARTICLE I.XX – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS
[to be included only if any of the beneficiaries is an international organisation]

I.XX.1 Dispute settlement - Arbitration

(a) By way of derogation from Article I.8, any dispute between the NA and [insert name of IO(s)] relating to the Agreement, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified in points (b) to (g).

(b) When notifying the other party of its intention to resort to arbitration, the notifying party shall also inform the other party about its appointed arbitrator. The second party shall appoint its arbitrator within one month of receipt of that written notification. The two arbitrators shall, by joint agreement and within three months of the appointment of the second party’s arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless both parties agreed to have a sole arbitrator.

(c) Within one month of the appointment of the third arbitrator, the parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.

(d) The arbitration proceedings shall take place in [NA to indicate the place].

(e) The arbitration committee shall apply the terms of the Agreement. The arbitration committee shall set out in its arbitral award detailed grounds for its decision.
(f) The arbitral award shall be final and binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.

(g) The costs, including all reasonable fees incurred by the parties related to any arbitration, shall be apportioned between the parties by the arbitration committee.

I.XX.2 Checks and audits

The NA shall address any requests for checks or audits pursuant to the provisions of Article II.20 to the Director General of the [insert name of IO(s)].

[insert name of IO(s)] shall make available to the NA, upon request, all relevant financial information, including statements of accounts concerning the Project, where [it][they] implement[s] the Project or where [its][their] affiliated entities or a subcontractor takes part in the Project.

I.XX.3 Applicable law

By derogation from Article I.8.1, the Agreement shall be governed by the applicable Union Law complemented where necessary by [the law of (insert law of a Member State or an EFTA country)].

I.XX.4 Privileges and immunities

Nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities which are accorded to the [insert name of IO(s)] by [its][their] constituent documents or international law.

SIGNATURES

For the coordinator [function/forename/surname] For the NA [forename/surname]

[signature] [signature]
Done at [place], [date] Done at [place], [date]