* **This document is the basic template for mono-beneficiary grant agreements between the National Agency (NA) and the beneficiary of a grant for a project under Erasmus+ Programme, where the beneficiary of the grant is a single organisation. Erasmus+ activities to which this template applies are:**
	+ **Key Action 1: mobility projects in the fields of school education, vocational education and training, higher education and adult education and Youth.**
* **The footnotes are internal instructions for NAs only and will be deleted in the actual grant agreements used.**
* **Options [*in italics in square brackets*] not used will be deleted by NAs.**
* **The template agreement date in the header must be kept across the document.**

**GRANT AGREEMENT for a:**

**Project with one beneficiary under the ERASMUS+ Programme[[1]](#footnote-2)**

**AGREEMENT NUMBER – [EPLUS LINK Generated No.]**

This Agreement (‘the Agreement’) is concluded between the following parties:

on the one part,

the **National Agency** (hereinafter referred to as "the NA")

[full official name of the NA]

[official legal form]

[official registration No]

[official address in full]

[VAT number],

 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”,

**and**

on the other part,

the **beneficiary**

[full official name of the beneficiary]

[official legal form] *[if applicable]*

[official registration No] *[if applicable]*

[official address in full]

[VAT number], *[if applicable]*

[OID number],

*[For HE: ECHE]*

Erasmus code [e.g. B BRUXEL01]: ……

represented for the purposes of signature of this Agreement by [function, forename and surname]

The parties referred to above

HAVE AGREED

to the Special Conditions (“the Special Conditions”) and the

following Annexes:

Annex I General Conditions

Annex II Description of the Project; Estimated budget of the project

Annex III Financial and contractual rules

Annex IV Applicable rates

Annex V Templates for agreements to be used between beneficiary and participants *[applicable only to Key Action 1]*

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex I ‘General Conditions’ take precedence over those in other Annexes. The provisions in Annex III take precedence over those in Annexes II, IV and V

Within Annex II, the part on the Estimated budget takes precedence over the part on the Description of the project.

**SPECIAL CONDITIONS**

Table of Contents

[ARTICLE I.1 SUBJECT MATTER OF THE AGREEMENT 3](#_Toc72498939)

[ARTICLE I.2 ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT 3](#_Toc72498940)

[ARTICLE I.3 MAXIMUM AMOUNT AND FORM OF THE GRANT 3](#_Toc72498941)

[ARTICLE I.4 REPORTING AND PAYMENT ARRANGEMENTS 4](#_Toc72498999)

[I.4.1 Paymentsto be made 4](#_Toc72499000)

[I.4.3 Interim reports and further pre-financing payments 6](#_Toc72499001)

[I.4.4 Final report and request for payment of the balance 9](#_Toc72499002)

[I.4.5 Payment of the balance 10](#_Toc72499003)

[I.4.6 Notification of amounts due 10](#_Toc72499004)

[I.4.7 Payments to the beneficiary 10](#_Toc72499005)

[I.4.8 Currency for payments 11](#_Toc72499006)

[I.4.9 Language of requests for payments and reports 11](#_Toc72499007)

[I.4.10 Date of payment 11](#_Toc72499008)

[I.4.11 Costs of payment transfers 11](#_Toc72499009)

[ARTICLE I.5 BANK ACCOUNT FOR PAYMENTS 11](#_Toc72499010)

[ARTICLE I.6 DATA CONTROLLER and COMMUNICATION DETAILS OF THE PARTIES 12](#_Toc72499011)

[ARTICLE I.7 ADDITIONAL PROVISION ON REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS 13](#_Toc72499017)

[ARTICLE I.8 ADDITIONAL PROVISION ON INFORMING THE PARTICIPANTS ON THE PROCESSING OF THEIR PERSONAL DATA 13](#_Toc72499018)

[ARTICLE I.9 PROTECTION AND SAFETY OF PARTICIPANTS 13](#_Toc72499019)

[ARTICLE I.10 ADDITIONAL PROVISIONS ON PRE-EXISTING RIGHTS AND THE USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS) 14](#_Toc72499020)

[ARTICLE I.11 USE OF IT TOOLS 14](#_Toc72499021)

[ARTICLE I.12 ADDITIONAL PROVISIONS ON SUBCONTRACTING 15](#_Toc72499024)

[ARTICLE I.13 ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING 15](#_Toc72499025)

[ARTICLE I.14 SUPPORT TO PARTICIPANTS 15](#_Toc72499026)

[ARTICLE I.15 PROVISION OF INCLUSION SUPPORT FOR PARTICIPANTS 15](#_Toc72499027)

[ARTICLE I.16 ADDITIONAL PROVISION ON MONITORING AND EVALUATION 16](#_Toc72499029)

[ARTICLE I.17 ONLINE LANGUAGE SUPPORT (OLS) 17](#_Toc72499030)

[ARTICLE I.18 SPECIAL PROVISIONS ON BUDGET TRANSFERS 17](#_Toc72499032)

[ARTICLE I.XX BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS 20](#_Toc72499033)

[ARTICLE I.XX ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW 20](#_Toc72499034)

[ARTICLE I.XX SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS 20](#_Toc72499035)

# - SUBJECT MATTER OF THE AGREEMENT

1.1.1 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:

[For projects with a title] Project entitled: [**insert project title in bold**]

**[For projects without a title]** Accredited Project:[**insert project code in bold**] under the Erasmus+ Programme, Key Action 1: Learning mobility of Individuals, as described in Annex II.

1.1.2 By signing the Agreement, the beneficiary accepts the grant and agrees to implement the Project, acting on its own responsibility.

[NA to select and complete in case of accredited beneficiaries]

[HE] [The beneficiary shall comply with the Erasmus Charter for Higher Education]

[VET, school education, adult education, youth] [The beneficiary shall comply with the applicable quality standards and all other rules applying to their accreditation].

# – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

1.2.1 The Agreement enters into force on the date on which the last party signs it.

1.2.2 Project runs for [**insert number in bold**] **months** starting on [insert date: **…**].

# - MAXIMUM AMOUNT AND FORM OF THE GRANT

I.3.1The maximum amount of the grant is EUR **[…].**

**I.3.2** With regards to the estimated budget specified in Annex II and with the eligible costs and the financial rules specified in Annex III, the grant takes the form of [NA to keep all forms of grants in this article without any change in order to avoid cross-referencing problems]:

a) the reimbursement of the eligible costs of the action (‘reimbursement of eligible costs’) which are:

 (i) actually incurred

 (ii) declared on the basis of unit costs

 (iii) reimbursement of costs declared on the basis of lump sum: not applicable

 (iv) reimbursement of costs declared on the basis of flat-rate: not applicable

 (v) reimbursement of costs declared on the basis of the partner’s usual cost accounting practices: not applicable

b) unit contribution: not applicable

c) lump sum contribution: not applicable

d) flat-rate contribution: not applicable

e) financing not linked to costs: not applicable

# – REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions[[2]](#footnote-3) shall apply:

## **I.4.1** **Paymentsto be made**

The NA must make the following payments to the beneficiary:

- a first pre-financing payment;

- [*NA to select if a further pre-financing payment is foreseen*] (a) further pre-financing payment(s), on the basis of the request for further pre-financing payment referred to in Article I.4.3;

- [[one] [a first [and][,][second][and][,][third][same for further] interim payment[s], on the basis of the request[s] for interim payment[s] referred to in Article I.4.3;]

- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.4.2First pre-financing payment

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of the NA until the payment of the balance.

[Option if the NA requires a pre-financing guarantee: The first pre-financing payment is done when the NA receives financial guarantee that fulfils the following conditions:

1. it is provided by a bank or an approved financial institution or, if requested by the beneficiary and accepted by the NA, by a third party;
2. the guarantor stands as first-call guarantor and does not require the NA to first have recourse against the principal debtor (i.e. the beneficiary); and
3. it explicitly remains in force until the pre-financing is cleared against payment of the balance by the NA. If the payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to the beneficiary.

The NA must release the guarantee within the following month.]

[NA to choose between the following options:

**Option 1: One pre-financing payment in one instalment, with or without a progress report.**

The NA must make the pre-financing payment to the beneficiary within 30 calendar days following the entry into force of the Agreement [or, if applicable: from when the NA receives the financial guarantee of EUR […][[3]](#footnote-4)] corresponding to 80% [For SE/VET/AE: 80% or 90%] of the maximum grant amount specified in Article I.3.1 except if Article II.24 applies.

**Option 2: One pre-financing payment in two instalments, with or without a progress report.**

The NA must pay the first pre-financing to the beneficiary in two instalments as follows:

* Within 30 calendar days following the entry into force of the Agreement [or, if applicable: following the receipt of a financial guarantee of EUR […][[4]](#footnote-5)] a first payment of EUR […] corresponding to [NA to set a percentage between 40 and 60%] [40-60]% [For SE/VET/AE: 40-70%]of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies;
* By [NA to insert date] a second payment of EUR […] corresponding to [NA to set a percentage between 40 and 20%, which if added up with the percentage set for the first payment should reach 80% of the amount in Article I.3.1] [40-20]% of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

**Option 3: Two pre-financing payments.**

The NA must make a first pre-financing payment to the beneficiary within 30 calendar days following the entry into force of the Agreement [or, if applicable: from when the NA receives the financial guarantee of EUR […][[5]](#footnote-6)] corresponding to [40%] [For HE: 80%] [For SE/VET/AE: 40- or 80%] of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

The NA must make a second pre-financing payment to the beneficiary within 60 calendar days from when the NA receives the request for second pre-financing payment referred to in Article I.4.3 [or if applicable from when it receives the financial guarantee of EUR [insert amount], except if Article II.24 applies.

**Option 4: NA to include a special clause in case pre-financing is split in several instalments**.

[Possible for any action in any field, based on risk assessment and financial capacity checks]

By [NA to insert date], the NA must pay to the beneficiary [NA to complete as necessary].

## **I.4.3 Interim** reports and further pre-financing payments

[NA to choose between the following five options:

**Option 1: Two pre-financing payments with one or two interim reports.**

*Applicable for option 3 in I.4.2*

By [NA to insert date][[6]](#footnote-7), the beneficiary must complete an interim report on the implementation of the Project covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to [date to be specified by NA].

In so far as the interim report demonstrates that the beneficiary has used at least 70% of the amount of first pre-financing payment, the interim report must be considered as a request for a further pre-financing payment and must specify the amount requested up to EUR […] corresponding to [40 or 20]% [For HE: 20%] of the total maximum amount specified in Article I.3.1.

Where the interim report shows that less than 70% of the previous pre-financing payment(s) paid has been used to cover costs of the Project, [NA to select and complete as appropriate:

*either* [the amount of the new pre-financing to be paid must be reduced by the difference between the 70% threshold and the amount used. The beneficiary must submit a further interim report including a request for payment for the remaining part of the pre-financing amounting to a total of maximum [80%] [For SE/VET/AE: 80% or 100%[[7]](#footnote-8)] of the maximum grant amount specified in Article I.3.1 [by [date to be specified by NA]]/[once at least 70 % of the amount of first pre-financing payment has been used.]

*Or* [the beneficiary must submit a further interim report [NA to select one of the two following options: [by [date to be specified by NA]]/[once at least 70 % of the amount of first pre-financing payment has been used], which must be considered as a request for a further pre-financing payment and must specify the amount requested up to EUR […] corresponding to [40 or 20]% [For HE: 20%] of the maximum amount specified in Article I.3.1.].

Without prejudice to Articles II.24.1 and II.24.2 and following approval of the report by the NA, the NA must pay to the beneficiary the further pre-financing payment within [[60] /[or earlier if required by the rules applicable to the NA: […]] calendar days on receipt of the interim report.

Where the [NA to specify: first/second] interim report shows that the beneficiary will not be able to use the maximum grant amount as specified in Article I.3.1 within the contractual period defined in Article I.2.2, the NA will issue an amendment reducing the maximum grant amount accordingly and, in case the reduced maximum grant amount is less than the amount of pre-financing transferred to the beneficiary until that date, recover the excess amount of pre-financing from the beneficiary in accordance with Article II.26.

**Option 2: Two pre-financing payments with a progress report and one or two interim reports.**

*If Article I.4.2 option 3 is selected.*

By [NA to insert date][[8]](#footnote-9), the beneficiary must complete a progress report on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to [date to be specified by NA].

By [NA to insert date] or once at least 70% of the first pre-financing payment has been used to cover costs of the Project, the beneficiary must complete an interim report on the implementation of the Project, covering the reporting period from [NA to insert date of the interim report] to [date to be specified by NA].

In so far as the interim report demonstrates that the beneficiary has used at least 70% of the amount of first pre-financing payment, the interim report must be considered as a request for a further pre-financing payment and must specify the amount requested up to EUR […] corresponding to [40%] [For HE: 20%] [For SE/VET/AE: 20% or 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, [NA to select and complete as appropriate:

*either* [the amount of the new pre-financing to be paid must be reduced by the difference between the 70% threshold and the amount used. The beneficiary must submit a further interim report including a request for payment for the remaining part of the pre-financing amounting to a total of maximum [80%] [For SE/VET/AE: 80% or 100%[[9]](#footnote-10)] of the maximum grant amount specified in Article I.3.1 [by [date to be specified by NA]]/[once at least 70 % of the amount of first pre-financing payment has been used.]

*Or* [the beneficiary must submit a further interim report [NA to select one of the two following options: [by [date to be specified by NA]]/[once at least 70 % of the amount of first pre-financing payment has been used], which must be considered as a request for a further pre-financing payment and must specify the amount requested up to EUR […] corresponding to [40%] [For HE: 20%] [For SE/VET/AE: [40 or 20%] of the maximum amount specified in Article I.3.1.].

Without prejudice to Articles II.24.1 and II.24.2 and following approval of the report by the NA, the NA must pay to the beneficiary the further pre-financing payment within [[60] /[or earlier if required by the rules applicable to the NA: […]] calendar days on receipt of the interim report.

**Option 3: No further pre-financing payment, no interim but a progress report is requested**

*If Article I.4.2 options 1 or 2 are selected.*

By [NA to insert date], the beneficiary must complete a progress report on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to [date to be specified by NA].

**Option 4: No further pre-financing payment, no interim and no progress report.**

*If Article I.4.2 options 1 or 2 are selected.*

[Obligatory for SE/VET/AE]

Not applicable.

**Option 5: Precautionary measures**

*If Article I.4.2 option 4 is selected*

By [NA to insert date], the beneficiary must [NA to complete as necessary].

## ***I.4.4*** Final report and request for payment of the balance

[For HE/AE/VET/SE/Youth

Within [60] [or shorter period to be specified by the NA] calendar days after the end date of the Project specified in Article I.2.2, the beneficiary must complete a final report on the implementation of the Project. This report must contain the information needed to justify the amount requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contributions or the eligible costs actually incurred in accordance with Annex III.]

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

The beneficiary must certify that the information provided in the request for payment of the balance is full, reliable and true. It must 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.27.

## **I.4.5** **Payment of the balance**

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiary for the implementation of the project.

The NA determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the NA must pay the balance within [60] [or earlier if required by the rules applicable to the NA: […]] calendar days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The amount to be paid may, however, be offset, without the beneficiary’s consent, against any other amount owed by the beneficiary to the NA, up to the maximum amount of the grant.

I.4.6 Notification of amounts due

The NA must send a *formal notification* to the beneficiary:

1. informing it of the amount due; and
2. specifying whether the notification concerns a further pre-financing payment or the payment of the balance.

For the payment of the balance, the NA must also specify the final amount of the grant determined in accordance with Article II.25.

## **I.4.7** **Payments to the beneficiary**

If the NA does not pay within the time limits for payment, the beneficiary is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros (‘the reference rate’), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if the beneficiary is a Member State of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the NA suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.5.8. The NA does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the beneficiary only if the beneficiary requests it within two months of receiving late payment.

## **I.4.8 Currency for payments**

The NA must make payments in euros.

## I.4.9 Language of requests for payments and reports

All requests for payments and reports must be submitted in [NA to specify the language].

## **I.4.10** **Date of payment**

Payments by the NA are considered to have been carried out on the date when they are debited to its account unless the national law provides otherwise.

## **I.4.11** **Costs of payment transfers**

Costs of the payment transfers are borne as follows:

1. the NA bears the costs of transfer charged by its bank;
2. the beneficiary bears the costs of transfer charged by its bank;
3. the party causing a repetition of a transfer bears all costs of repeated transfers.

#  – BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account as indicated below:

Name of bank: […]
Precise denomination of the account holder: […]
Full account number (including bank codes): […]
[IBAN code: […]][[10]](#footnote-11)

#  - DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

### I.6.1 Data controller

The entity acting as a data controller as provided for in Article II.7, the data controller is:

Head of Unit B4

Directorate B – Youth, Education & Erasmus+

DirectorateGeneral‑ for Education, Youth, Sport and Culture

European Commission

B-1049 Brussels

Belgium

[Only applicable for grant agreements with non-EU/EEA beneficiaries: The localisation of and access to the personal data processed outside EU and EEA by the beneficiaries shall comply with the provisions laid down in Regulation 2018/1725].`

###  I.6.2 Communication details of the NA[[11]](#footnote-12)11

Any communication addressed to the NA must be sent to the following address:

[Name of the NA]

[Post code, town and country]

E-mail address: [insert functional mailbox of the NA]

[If applicable: Any communication addressed to the NA for the purposes of [NA to specify the purposes for which the system must apply] must be submitted through the [following] electronic exchange system set up by the NA: […]. In this case, the second subparagraph of Article II.3.1 and the second subparagraph of Article II.3.2 must not apply.]

### I.6.3 Communication details of the beneficiary[[12]](#footnote-13)

Any communication from the NA to the beneficiary must be sent to the following address*:*

[Full name]

[Function]

[Name of the entity]

[Full official address]

E-mail address: [complete]

[If applicable: Any communication from the NA to the beneficiary for the purposes of [NA to specify the purposes for which the system must apply] must be submitted through the [following] electronic exchange system set up by the NA: […]. In this case, the second subparagraph of Article II.3.1 and the second subparagraph of Article II.3.2 must not apply.]

# -ADDITIONAL PROVISION ON REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS

The beneficiary shall report in the final report on the measures put in place for ensuring compliance of its data processing operations with the Regulation 2018/1725, in line with the obligations established in the Article II.7 at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller.

# -ADDITIONAL PROVISION ON INFORMING THE PARTICIPANTS ON THE PROCESSING OF THEIR PERSONAL DATA

The beneficiary shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities.

#  - PROTECTION AND SAFETY OF PARTICIPANTS

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

The beneficiary must ensure that insurance coverage is provided to participants involved in mobility activities.

[For SE/VET/Youth: Prior to any participation of minors in the Project, the beneficiary must ensure full respect of applicable regulation on protection and safety of minors as defined by the applicable legislation in the sending and hosting countries, including but not limited to: parental or guardian consent, insurance arrangements, and age limits.]

# -ADDITIONAL PROVISIONS ON PRE-EXISTING RIGHTS AND THE USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provision of Article II.9.3, if the beneficiary produces educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses[[13]](#footnote-14).

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under Article II.9.2 obtaining the necessary licences and authorisations from the rights holders concerned.

The beneficiary must ensure that the website address used is valid and up to date. If the website hosting is discontinued the beneficiary must remove the website from Organisation Registration System to avoid the risk that the domain is taken over by another party and redirected to other websites.

# – USE OF IT TOOLS

## I.10.1 Erasmus+ reporting and management tool

The beneficiary must make use of the web-based reporting and management tool provided by the European Commission to record all information in relation to the activities undertaken under the Project (including activities that were not directly supported with a grant from EU funds) and to complete and submit the Progress Report, Interim report (if available in the Erasmus+ reporting and management tool and for the cases specified in article I.4.3) and Final report.

[For HE, SE/VET/AE/Youth:

At least once a month during the mobility project, the beneficiary shall encode and update any new information regarding the participants and the mobility activities.]

## I.10.2 Erasmus+ Project Results Platform

The beneficiary may use the Erasmus+ Project Results Platform (http://ec.europa.eu/programmes/erasmus-plus/projects) to disseminate project results, in accordance with the instructions provided therein].

# – ADDITIONAL PROVISIONS ON SUBCONTRACTING

By way of derogation, the provisions set out in points (c) and (d) of Article II.11.1 are not applicable.

# – ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING

Without prejudice to Article II.8, the beneficiary shall acknowledge the support received under the Erasmus+ programme in all communication and promotional materials, including on websites and social media. The guidelines for the beneficiary and other third parties are available at <http://eacea.ec.europa.eu/about-eacea/visual-identity_en>

# – SUPPORT TO PARTICIPANTS

 The beneficiary must:

* Either transfer the financial support for [For HE: individual support] [For SE/VET/AE: travel, individual support, linguistic support, course fees and preparatory visits] [For KA1 Youth: travel, individual support, preparatory visits]in full to the participants of project activities, applying the rates for unit contributions as specified in Annex IV;
* Or provide the support for the same budget categories to participants of project activities in the form of provision of the required goods and services. In such case, the beneficiary must ensure that the provision of these goods and services will meet the necessary quality and safety standards. [For HE: This option is allowed only for staff mobility activities, and for student mobility activities from outermost Programme Countries and regions and Overseas Countries and Territories (OCTs).]

The beneficiary 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 must be applied for the budget categories to which the respective option is applied.

# – PROVISION OF INCLUSION SUPPORT FOR PARTICIPANTS

In case funds have been approved for inclusion support for participants, the beneficiary will be responsible for ensuring that adequate pre-financing is provided to participants with fewer opportunities benefiting from the inclusion grant. In particular, participants with fewer opportunities may not be requested to personally pre-finance their activities.

[For Youth:

# ARTICLE I.XX –YOUTH PASS CERTIFICATE

**I.XX.1** The beneficiary must inform the participants involved in the Project about their right to receive a Youthpass certificate.

**I.XX.2** The beneficiary is responsible for the assessment of non-formal learning experiences acquired by the participants involved in the Project and has the obligation to provide a Youthpass certificate to each individual participant requiring it at the end of the activity.]

# - ONLINE LANGUAGE SUPPORT (OLS)

[For VET: Language support will be provided to VET learners through the use of specialised licences for access to the Online Language Support (OLS) tool, as specified in Annex III.]

[For HE: for mobilities for which the main language of instruction or work is Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish or Swedish (or additional languages once they become available in the Online Linguistic Support (OLS) tool)]

Licences for OLS language assessment are allocated for all participants in student mobility between Programme Countries, including zero-grant students who will use one of the languages available in the OLS tool as their main language of instruction or work (with the exception of native speakers). They must carry out an online assessment before the mobility period as a compulsory part of their mobility. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.]

The Project is awarded [NA to complete number: X] licences for OLS language assessments.

The Project is awarded [NA to complete number: X] licences for OLS language courses.

The beneficiary must use the awarded licences in accordance with the provisions set out in Annex III. Any request for an adjustment in the number of licences for OLS language assessments or in the number of licences for OLS language courses must be sent by the beneficiary to the NA. The acceptance of the request by the NA must not require an amendment of the Agreement within the meaning of Article II.13.]

# - SPECIAL PROVISIONS ON BUDGET TRANSFERS

[For accredited beneficiaries in SE/VET/AE: As an exception to the first subparagraph of Article II.22 of the General Conditions, all budget transfers between budget category *Inclusion support for participants* to another budget category shall be done through an amendment.]

[For HE between Programme Countries and non-accredited beneficiaries in SE/VET/AE: As an exception to the first subparagraph of Article II.22 of the General Conditions, the beneficiary is allowed to transfer funds between the different budget categories resulting in a change of the estimated budget and the related activities described in Annex II, without requesting an amendment of the Agreement, under the condition that:

* [For non-accredited beneficiaries in SE/VET/AE: the Project is implemented in accordance with the approved project application and overall objectives described in Annex I],
* and the following specific rules are respected:]

[NA to select applicable section for the Key Action and field concerned by the grant agreement]

[Key Action 1 - HE mobility between Programme Countries

1. **Organisational support**: the beneficiary is allowed to transfer up to 100% of the allocated funds to any other budget categories;
2. **Students mobility**: the beneficiary is allowed to transfer up to 100% of the funds between any of the budget categories of student mobility;
3. **Staff mobility:** the beneficiary is allowed to transfer up to 100% of the funds between any of the budget categories of staff mobility;
4. **Between students and staff mobility:** The beneficiary is allowed to transfer up to 100% of the funds from any of the budget categories of staff mobility to any of the budget categories of student mobility;]

[Key Action 1 – non-accredited beneficiaries in SE/VET/AE

1. **Organisational support:** the beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is not allowed to transfer any additional funds to this budget category without requesting an amendment.
2. **Travel, individual support and linguistic support**: the beneficiary is allowed to transfer up to 50% of the funds allocated to each of these categories to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment.
3. **Preparatory visits, course fees and inclusion support for organisations:** the beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment.
4. **Inclusion support for participants:** the beneficiary is allowed to transfer up to 15% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to this budget category without requesting an amendment.
5. **Exceptional costs for expensive travel and financial guarantee:** the beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment, and provided that a relevant justification of expenses is included in the final report.

By derogation to point (b) of the present Article, for the purpose of establishing a financial guarantee in so far as required by the NA in Article I.4.2., the beneficiary is allowed to transfer funds allocated for any budget category (other than Inclusion support for participants) to budget category Exceptional costs.]

[Key Action 1 – YOUTH **–** Youth Participation Activities:

1. **Exceptional costs and Inclusion support:** the beneficiary is allowed to transfer up to 10% of the funds allocated to each of these categories to any other budget category. The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment;
2. **Youth participation events support:** the beneficiary is allowed to transfer up to 30% of the funds allocated from this budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to this budget category without requesting an amendment;
3. **Within the activity type “Youth participation mobilities”:** the beneficiary is allowed to transfer up to 30% of the total allocated to “**Youth participation mobilities”** to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds towards “**Youth participation mobilities”** without requesting an amendment. The beneficiary is allowed to make any transfers between funds allocated to Travel and Individual support without requesting an amendment.
4. **Project management costs:** the beneficiary is allowed to transfer funds allocated for this category to any budget category (while respecting all other limits defined by this Article). The beneficiary is not allowed to transfer any additional funds to this budget category without requesting an amendment.

# – 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 by the beneficiary [For mobility between Programme and Partner Countries: and the respect of the quality commitments defined in their applicable inter-institutional agreement(s)].

In case the monitoring reveals weaknesses, the beneficiary must 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, the NA may recommend to the European Commission to suspend or withdraw the Erasmus Charter for Higher Education in accordance with the provisions set in the Charter.]

[For accredited beneficiaries in SE/VET/AE: The NA will monitor the implementation of the Erasmus accreditation in accordance with the rules established in the call for proposals that led to the award of the accreditation, and in accordance with the Erasmus quality standards.

In case the monitoring reveals weaknesses, the NA will issue recommendations and/or obligatory instructions to remedy the situation. In case of need, the NA may take further remedial measures, as defined in the call for proposals that led to the award of the accreditation.]

# ARTICLE I.XX– BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS

[to be included only if the beneficiary is an international organisation][[14]](#footnote-15)

[NA to consult the Commission to check the arrangements in place for each type of international organisation in relation to EU funding]

# ARTICLE I.XX– ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

[The NA may include any additional compulsory legal provision required by the national law as long as they do not contradict the provisions of this grant agreement].

# ARTICLE I.XX– SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

1. For the purposes of this Agreement, in Annex I General Conditions the term "the Commission" must be read as "the NA", the term "action" must be read as "project" and the term "unit cost" must be read as "unit contribution", except where otherwise provided.

For the purposes of this Agreement, in Annex I General Conditions the notion "financial statement" must be read as "the budgetary part of the report", except where otherwise provided.

In Article II.4.1, Article II.8.2, Article II.27.1, Article II.27.3, the first paragraph of Article II.27.4, first paragraph of Article II.27.8 and in the Article II.27.9 the reference to "the Commission" must be read as reference to "the NA and the Commission".

In Article II.12 the term "financial support" must be read as "support" and the term "third parties" must be read as "participants".

1. For the purposes of this Agreement, the following clauses of Annex I General Conditions are not applicable: Article II.2.d (ii), Article II.12.2, Article II.13.4, Article II.18.3,, point ii) of Article II.25.3(a) and Article II.27.7.
2. For the purpose of this Agreement, the terms "*affiliated entities*", "*interim payment*", "*lump sum*", *"flat rate"* do not apply when mentioned in the General Conditions.
3. In Article II.9.3, the title and letter (a) of the first paragraph must be read as follows:

**"II.9.3 Rights of use of the results and of pre-existing rights by the NA and the Union**

The beneficiary grants the NA and the Union the following rights to use the results of the project:

(a) for its own purposes and in particular to make available to persons working for the NA, Union institutions, agencies and bodies and to Member States’ institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies."

For the rest of this article, the references to the "Union" must be read as reference to "the NA and/or the Union".

1. The second paragraph of Article II.10.1 must be read as follows:

"The beneficiary must ensure that the NA, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 also towards the beneficiary' contractors."

1. Article II.18 must be read as follows:

**"II.18.1** The Agreement is governed by [*insert the national law of the NA*].

**II.18.2** The competent court determined in accordance with the applicable national law has sole jurisdiction to hear any dispute between the NA and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

***[****For NAs that issue acts considered administrative acts according to the national law:]*An action may be brought against an act of the NA within [specify deadline according to the national law] before [insert reference to the competent national court] according to [insert reference to the relevant provisions of the national law]."

1. With regards to Article II.19.1: the conditions for the eligibility of costs are complemented by sections I.1 and II.1 of Annex III."
2. With regards to Article II.20: the conditions for declaring costs and contributions are complemented by section I.2 and II.2 of Annex III."
3. The first paragraph of Article II.22 must be read as follows:

"The beneficiary is allowed to adjust the estimated budget set out in Annex II by transfers between the different budget categories, if the *project* is implemented as described in Annex II. This adjustment does not require an amendment of the Agreement as provided for in Article II.13, if the conditions provided for in Article I.18 are met."

1. Article II.23(b) must be read as follows:
2. "(b) still fails to submit such a request within further 30 calendar days following a written reminder sent by the NA."
3. The first paragraph of Article II.24.1.3 must be read as follows:

"During the period of suspension of payments the beneficiary is not entitled to submit any requests for payments and supporting documents referred to in Articles I.4.3 and I.4.4".

1. With regards to Article II.25.4: the conditions for reduction due to improper implementation, irregularities, fraud or breach of other obligations are complemented by section IV of Annex III.
2. The third paragraph of Article II.26.2 must be read as follows:

"If payment has not been made by the date specified in the debit note, the NA will recover the amount due:

1. […]An action may be brought against such offsetting before the competent court determined in Article II.18.2;

[…]

(c) by taking legal action as provided for in Article II.18.2 or in the Special Conditions."

1. Article II.27.2 must be read as follows:

"[…]The periods set out in the first and second subparagraphs are longer if a longer duration is required by national law, or if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Article II.27.7. In the latter cases, the beneficiary must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed."

SIGNATURES

For the beneficiary For the NA
[*function*/forename/surname] [forename/surname]

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

1. **Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport.** [↑](#footnote-ref-2)
2. 1. Normal payment schedule for grant agreements of **maximum two years included**: normally one pre-financing payment of 80% and a balance payment of 20%.

In the case of Key Action 1 Higher Education between Programme Countries, the balance payment will be normally replaced by a further pre-financing based on an interim report. However, in case of lack of sufficient payment appropriations, the NA may:

reduce the first pre-financing to a percentage between 60 and 80% and apply a balance payment of 40-20% of the maximum grant amount, or

split the first pre-financing into two payments without interim report , whereby the total of both payments amounts to 80% of the maximum grant amount and a balance payment of 20% of the maximum grant amount.

2. Normal payment schedule for grant agreements of **more than two years**: one pre-financing of 40% upon signature of the agreement, one further pre-financing of 40% based on an interim report and a balance payment of 20% of the maximum grant amount.

In the case of Key Action 1 Higher Education Mobility between Programme and Partner Countries, normal payment schedules for grant agreements include several pre-financing payments and redistribution of funds among beneficiaries based on the interim report that triggers the further pre-financing payment:

a) two pre-financing payments and a balance payment [40% - 40% - 20%].

b) two pre-financing payments for the full grant [80% - 20% - 0%]

The NA may choose to split payments into a single pre-financing payment and a balance payment [80% -0% - 20%]. However, there should be progress reports and, depending on project implementation, it is still recommended to organise redistributions of funds for better budget absorption. [↑](#footnote-ref-3)
3. [the amount equal to the pre-financing to be paid]. [↑](#footnote-ref-4)
4. [the amount equal to the pre-financing to be paid]. [↑](#footnote-ref-5)
5. [the amount equal to the pre-financing to be paid]. [↑](#footnote-ref-6)
6. [the beneficiary has to be given reasonable period of time in order to complete the interim report after the reporting period ends] [↑](#footnote-ref-7)
7. [the NA may apply the 100% pre-financing model exclusively to public organisations and only if permitted by the national legal framework] [↑](#footnote-ref-8)
8. [the beneficiary has to be given reasonable period of time in order to complete the interim report after the reporting period ends] [↑](#footnote-ref-9)
9. [the NA may apply the 100% pre-financing model exclusively to public organisations and only if permitted by the national legal framework] [↑](#footnote-ref-10)
10. BIC or SWIFT code applies to for countries where the IBAN code does not apply. [↑](#footnote-ref-11)
11. 11 Both options in this paragraph could be used at the same time if communications for different purposes (e.g. reporting, amendment requests, questions) are to be addressed either through the following address or through the electronic exchange system. In this case, please use the expression "for the purposes of" in both options. If only one of the options is used, please delete "for the purposes of". [↑](#footnote-ref-12)
12. Both options in this paragraph could be used at the same time if communications for different purposes (e.g. information on payment, questions) are to be addressed either through the following address or through the electronic exchange system. In this case, please use the expression "for the purposes of" in both options. If only one of the options is used, please delete "for the purposes of". [↑](#footnote-ref-13)
13. 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). [↑](#footnote-ref-14)
14. International organisations are international public-sector organisations set up by intergovernmental agreements, and specialised agencies set up by such organisations or other non-profit organisations assimilated to international organisations by a Commission decision. [↑](#footnote-ref-15)