

**Development of Competencies and Modules to Enhance Advanced Practice across Europe for
Health and Social Care Management Masters Students
Erasmus+ Key Action2: 2017-1-UK01-KA203-036776**

PARTNERSHIP AGREEMENT

This Partnership Agreement is a complementary commitment to the Grant Agreement signed between the Beneficiary Coordinator and each project partner.

Project Title: Development of Competencies and Modules to Enhance Advanced Practice across Europe for Health and Social Care Management Masters Students ("DOCMAN")

Grant Contract Identification Number: Erasmus+ Key Action2: 2016-1-UK01-KA203-036776

THE COURT OF EDINBURGH NAPIER UNIVERSITY (ENU)

Constituted by The Napier College of Commerce and Technology (No.2) Regulations 1985 and the Napier University Order of Council 1993, of 219 Colinton Road, Edinburgh, EH14 1DJ, a registered Scottish Charity No SC018373, VAT no GB652000002, represented by Mr Norman Turner, Head of the Research and Innovation Office, **hereinafter referred to as the "Beneficiary Coordinator"**

and

LAHTI UNIVERSITY OF APPLIED SCIENCES (Lahti UAS)

Mukkulankatu 19, 15210 Lahti
PL 214, 15101 Lahti, FINLAND, VAT no FI 26306446, represented by, Ms Anne Lankinen, Director of Administrative Services, **hereinafter referred to as a "Partner"**

and

UNIVERZITA KARLOVA (CU)

Higher or Secondary Education Establishment, Ovocný trh 560/5, 116 36 Praha 1, Czech Republic, VAT no CZ00216208, represented by, Prof. Tomáš Zima, MD., DSc., Rector, **hereinafter referred to as a "Partner"**

and

FRANKFURT UNIVERSITY OF APPLIED SCIENCES (FRA UAS)

Public body, Nibelungenplatz 1, 60318 Frankfurt, Germany, VAT no DE114110370 represented by, Professor Doctor Frank E.P Dievernich, **hereinafter referred to as a "Partner"**

Collectively hereinafter referred to as **"the Partners"** (The Parties)

have agreed as follows:

CLAUSES

1. Subject of the Partnership Agreement

The subject of this Partnership Agreement is to define the organisation of the partnership by regulating the rights and obligations of the Beneficiary Coordinator and the Partners in order to successfully implement the project *"DOCMAN"*, hereinafter *"the Project"*.

The respective Grant Contract Identification Number *2016-1-UK01-KA203-036776* concluded between the Contracting Authority and the Beneficiary Coordinator is an integral part of this Partnership Agreement, and takes precedence over it. In more detail, all terms and conditions, articles, annexes and guidelines stated in the Grant Contract is part of this Partnership Agreement.

The Beneficiary Coordinator and the Partners shall be bound to this Partnership Agreement and the Grant Contract for the Project. This includes any further amendments to the Grant Contract that are approved by the Contracting Authority.

On the basis of the present Partnership Agreement, the Beneficiary Coordinator and the Partners shall contribute to the achievement of the requirements of the Grant Contract. The Parties of the present Partnership Agreement shall carry out the work in accordance with the timetable using their best efforts to achieve the results specified therein and shall carry out all of their responsibilities under the present Partnership Agreement in accordance with recognised professional standards.

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2. Duration of the Agreement

This Partnership Agreement shall enter into force on the day when it has been signed by all Parties, but shall have retroactive effect from the start of the eligibility period. It shall remain in force until the Beneficiary Coordinator has discharged in full its obligations arising from the DOCMAN Grant Contract with the Contracting Authority.

3. Payment of funds and modalities

a) The Beneficiary Coordinator will transfer the funds to the Partners' account for eligible activities that fully comply with the Workplan only, in accordance with the DOCMAN Grant Contract and the Project performance.

The grant received by the Partners has to be strictly and solely dedicated to the Project funding in accordance with the Management Manual and regulations of the DOCMAN Grant Contract.

The funds to be paid to **the Partners** shall be transferred to the following respective institutional bank account:

Name and Address of the Account Holder:	LAHTI UNIVERSITY OF APPLIED SCIENCES
Name of Bank:	OP Yrityspankki OYJ
Address of Bank:	Gebhardinaukio 1. 00510 Helsinki
IBAN - International Bank or Account Number:	FI25 5000 0120 4424 46
Bank or Swift Code:	OKOYFIHH

Name and Address of the Account Holder:	Univerzita Karlova, Fakulta humanitních studií U Kříže 8, 158 00 Praha 5, Czech Republic
Name of Bank:	Komerční banka (KB)
Address of Bank:	Na Příkopě 33, 114 07 Praha 1, Czech Republic
IBAN - International Bank or Account Number:	CZ9101000000511042010287
Bank or Swift Code:	KOMBCZPPXXX

Name and Address of the Account Holder:	FRANKFURT UNIVERSITY OF APPLIED SCIENCES
Name of Bank:	Frankfurter Sparkasse
Address of Bank:	Neue Mainzer Str. 47-53 60311 Frankfurt am Main
IBAN - International Bank or Account Number:	DE26 5005 0201 0200 1443 32
Bank or Swift Code:	HELADEF1822

The Partners are obliged to use the given funds exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of this Partnership Agreement and the **DOCMAN Grant Contract**.

b) The Partners' planned budget is given according to the categories of the Project's expenses, and is expressed in Euros, in accordance with the **DOCMAN Grant Contract**, in **Appendix 1**:

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The outlined Budget is initial estimation of the maximum costs permitted and may be subject to review. In any event, only fully justified and documented costs shall be reimbursed.

4. Specific obligations of the Beneficiary Coordinator

The Beneficiary Coordinator shall take all the steps needed to correctly manage the Project in accordance with the **DOCMAN Grant Contract**.

In addition the Beneficiary Coordinator shall:

- provide the copy of the **DOCMAN Grant Contract** to all the Partners;
- keep the Partners informed on a regular basis about all relevant communication between the Beneficiary Coordinator and the Contracting Authority;
- inform the Partners about all essential issues connected to the Project implementation without any delay;
- be responsible for the verification that the expenditure declared by the Partner has been incurred only for the purpose of implementing the Project and corresponds to the activities agreed between the partners in the frame of the **DOCMAN Grant Contract**;
- submit all Interim Reports including the Final Report to the Contracting Authority for the deadline given in the **DOCMAN Grant Contract** and its annexes;

5. Specific obligations of the Partners

The Partners shall respect all the rules and obligations prescribed in the **DOCMAN Grant Contract**.

In addition the Partners shall:

- commit themselves to carry out the activities as specified in the workplan and foster the implementation of the Project;
- provide the staff, facilities, equipment and material necessary to perform the Project activities;
- support the Beneficiary Coordinator to fulfil its tasks according to the **DOCMAN Grant Contract**;
- ensure adequate communication with the Beneficiary Coordinator;
- ensure that interaction with other Partners takes place in continuous and smooth way;
- provide the Beneficiary Coordinator without any delay with any information needed to draw up the Interim Report and the Final Report, to react on any request by the Contracting Authority, or provide with any further information needed by the Beneficiary Coordinator;
- inform the Beneficiary Coordinator immediately about any delay in the performance of the activities or any circumstance that could lead to a temporary or final discontinuation of the Project;
- inform the Beneficiary Coordinator about any change in personnel, tasks or procedures of its Project team;
- maintain either a separate accounting system or an adequate accounting code for all transactions relating to the Project;
- inform the Beneficiary Coordinator on the details of the bank account where the part of the Contracting Authority contribution shall be transferred by Beneficiary Coordinator;
- complete the activities foreseen for each reporting period of the Project implementation;
- implement any other task needed for the Project effective implementation;
- submit all the deliverables and necessary supporting documentation (as specified by Beneficiary Coordinator) in due and timely manner.

6. Obligations of the Beneficiary Coordinator and Partners

- The Partners are directly and exclusively responsible towards the Beneficiary Coordinator for the due implementation of their respective contributions to the Project and for the proper fulfilment of their obligations as set out in this Partnership Agreement. Should a Partner not fulfil its obligations under this Partnership Agreement in due time, the Beneficiary Coordinator shall admonish him to fulfil them within a reasonable period of time. The Partner will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Beneficiary Coordinator may decide to debar the Partner concerned from the Project with approval of the other partners. The Contracting Authority shall be promptly informed of such an intended decision by the Beneficiary Coordinator and the change in the Partnership has to be approved by the Contracting Authority according to the provisions of the **DOCMAN Grant Contract**.
- The Partners shall take the financial responsibility for the EC contribution for the Project.
- In case of irregularities the Beneficiary Coordinator bears the overall responsibility towards the Contracting Authority for the repayment of the amounts unduly paid. By way of the derogation from this principle if the

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irregularity is committed by a Partner, the concerned Partner shall repay to the Beneficiary Coordinator the amounts unduly paid.

7. Accounting, Record Keeping and Reporting

a) Original invoices, receipts, bank statements for every item of expense have to be thoroughly documented and kept by the institution and can only be financed by the Project funding if they are in compliance with eligibility of expenditure.

The Partners are fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system. In more detail, the Partners shall comply with the following:-

- to accept the liability for the adequate and orderly accounting of the Project according to the rules and regulations of the **DOCMAN Grant Contract** for the Project.
- to be aware of the fact that the Beneficiary Coordinator will not compensate for the ineligibility of costs caused by any violation of the **DOCMAN Grant Contract** or this Agreement, for which each Partner is responsible. Any costs which would be assessed as ineligible by the Contracting Authority within their final report assessment shall be reimbursed by the Partner to the Beneficiary Coordinator who confirms to forward the ineligible amount to the Contracting Authority.
- to make available any documentation on the Project finance and activities required by the Contracting Authority.
- to keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the end of the period covered by the present Partnership Agreement.

8. Intellectual property

The cooperation under the Project is regarded as a strategic Partnership. Beneficiaries make in-kind contributions and offer their intellectual know-how in order to obtain a collective product. Copyrights will be respected as follows:

- Material already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
- Where beneficiaries develop material within the scope of the Project this material will be available for the Partnership as a means within the common goals set in the Partnership.
- Collective products in tangible form, like manuals, online data as the authorised result of the Project work may be disseminated and translated into the respective beneficiary's official language(s) for free as long as they are not marketed for profit. Throughout the contractual period of the Project the Partnership is the proprietor of the product.

9. Liability

- a) Nothing in this agreement limits or excludes any Partner's liability for death or personal injury or any fraud or any sort of liability that, by law, cannot be limited or excluded.
- b) Subject to 9 a), no Partner under any circumstance whatsoever, shall be liable to the other Partners whether in contract, delict (including negligence), breach of statutory duty or otherwise for any; loss of profits (direct or indirect); loss of sales or business; loss of anticipated savings or any direct or consequential loss even if the Partner bringing the claim has advised the others of the possibility of these losses or if they were within the other Partners' contemplation.
- c) Subject to 9 a), the aggregate liability of each Partner to the other for all and any breaches of this agreement shall be limited to each Partner's share of the budget.

10. Audits

For audit purposes the Partners shall:

- keep at the Commission's disposal all original documents, especially accounting and tax records, or in exceptional and duly justified cases, certified copies of original documents relating to the **DOCMAN Grant Contract** for a period of 5 years from the date of payment of the balance;
- enable the responsible auditing bodies of the Beneficiary Coordinator and any other outside body authorized by the Contracting Authority to audit of the use made of the grant;
- give these authorities any information about the Project they request;
- give them access to the accounting books and accounting documents and other documentation related to the Project, whereby the auditing bodies decide on this relation. Such audits may be carried out throughout the period of implementation of the grant agreement until the balance is paid and for a period of 5 years from the date of payment of balance;

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- give them access to their sites and business premises during the ordinary business hours and also beyond these hours by arrangement;
- provide the Beneficiary Coordinator with any information needed related to such an audit without any delay.

11. Information and Publicity

Information and publicity measures will be coordinated among the Partners. The Partners are equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the **DOCMAN** Programme and to ensure the adequate publicity of the Project.

The Partners takes note of the fact that the results of the Project as well as any study or analysis produced in the course of the Project will be made available to the public and they agree that the results of the Project shall be available for all Partners and for the public free of charge.

Beneficiaries shall always use the European emblem (the 'EU flag') and the name of the European Union spelled out in full in all communication and promotional material. The statement 'Co-funded by the Erasmus+ Programme of the European Union' shall appear on all communication and promotional material, next to the EU emblem.

12. Language

The working language of the Partnership is English.

13. Competent and applicable law

- a) This agreement is governed by the Law of Scotland.
- b) This Partnership agreement is concluded in English.
- c) The parties will make an effort to settle any disputes arising from this agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that Edinburgh (UK) shall be the venue for all legal disputes arising from this agreement.
- d) In case of any dispute on matters under this agreement, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the Courts of Edinburgh to resolve the dispute under Scots law.

14. Other provisions

- a) Any amendments to this agreement shall be in writing signed by the Beneficiary Coordinator and the Partners.
- b) Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such.
- c) If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
- d) The Beneficiary Coordinator and the Partners commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Beneficiary Coordinator and the Partners.
- e) 2 (two) original copies will be made of this agreement; of which each party keeps one original.
- f) This Agreement shall enter into force on the date of its signature by the last Contracting Party. The Agreement becomes effective on the date of its publication in the Czech Contracts Register in accordance with Act No. 340/2015 Coll., On Special Conditions for the Effectiveness of Certain Contracts, the Publishing such Contracts and the Register of Contracts (the Contracts Register Act), as amended. The contracting parties expressly agree that Charles University assumes responsibility for publishing this Agreement in the Contracts Register in line with Act No. 340/2015 Coll., as amended.

15. Termination

In the event that any of the Partners fail to perform any obligations under the present agreement or the Grant Agreement, the Beneficiary Coordinator may terminate or cancel this agreement. If any of the Partners or the Beneficiary Coordinator breaches the terms of the present agreement, the other parties shall have the right to terminate this agreement.

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The Beneficiary Coordinator shall have the right to terminate the present agreement if a Partner has made false declarations to the Beneficiary Coordinator on work carried out or on expenditure. If the present agreement is so terminated, the Beneficiary Coordinator may require the relevant Partner to reimburse all or part of the payments made under this Partnership Agreement.

The grant is governed by the terms of the Partnership Agreement and the applicable rules of the European Union.

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Signatures

We, the undersigned, declare that we have read and accepted the terms and conditions of this Partnership Agreement as described here before.

For the Beneficiary Coordinator:

For Lahti UAS:

.....
Name of the legal representative

.....
Name of the legal representative

.....
Position

.....
Position

21.06.19 Edinburgh
.....
Date and Place

8.5.2019 Lahti
.....
Date and Place

.....
Signature

.....
Signature

Stamp of the institution

Stamp of the Institution

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For CU:

For FRA UAS:

Prof. Tomáš Zima, MD., DSc.

.....
Name of the legal representative

.....
Name of the legal representative

Rector

.....
Position

.....
Position

17.4. Praha

.....
Date and Place

25.5.19 Frankfurt am Main

.....
Date and Place

.....
Signature

.....
Signature

Stamp of the institution

Stamp of the Institution

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ANNEX 1 – BUDGET

Please see the table below for the budget split per institution.

THE COURT OF EDINBURGH NAPIER UNIVERSITY

Budget Items Total awarded amount, in Euros

1. Project management and Implementation € 14,414
2. Transnational Project meetings € 5,750
3. Intellectual Outputs € 47,226
4. Multiplier Events € 5,500
- 5.1 Travel € 9,075
- 5.2 Individual Support € 7,000

Total € 88,965

LAHTI UNIVERSITY OF APPLIED SCIENCES

Budget Items Total awarded amount, in Euros

1. Project management and Implementation € 5,414
2. Transnational Project meetings € 2,300
3. Intellectual Outputs € 30,336
4. Multiplier Events € 0
- 5.1 Travel € 2,800
- 5.2 Individual Support € 7,000

Total € 47,850

UNIVERZITA KARLOVA

Budget Items Total awarded amount, in Euros

1. Project management and Implementation € 4,902
2. Transnational Project meetings € 2,300
3. Intellectual Outputs € 28,073
4. Multiplier Events € 19,000
- 5.1 Travel € 1,775
- 5.2 Individual Support € 7,000

Total € 63,050

FRANKFURT UNIVERSITY OF APPLIED SCIENCES

Budget Items Total awarded amount, in Euros

1. Project management and Implementation € 8,214
2. Transnational Project meetings € 2,875
3. Intellectual Outputs € 38,236
4. Multiplier Events € 0
- 5.1 Travel € 4,505
- 5.2 Individual Support € 7,000

Total € 60,830

As per the application budget.

For any claim advice, please contact:

██████████,
Project Finance Officer, room 6.B.32, Sighthill Campus, 9 Sighthill Court, Edinburgh, EH11 4BN
0131 455 6337
██████████@napier.ac.uk



J.2. Budget Summary

PIC of Organisation	Country of the Organisation	Transnational Project Meetings	Intellectual Outputs	Multiplier Events	Learning/Teaching/Training Activities				Exceptional Costs	Total
					Travel	Individual Support	Linguistic Support	Exceptional Costs (Overseas Countries and Territories Travel Costs)		
999924792	United Kingdom	5750.00	47226.00	5500.00	9075.00	7000.00				74551.00
949269355	Finland	2300.00	30336.00	5500.00	6050.00	7000.00				51186.00
999923434	Czech Republic	2300.00	28073.00	19000.00	5005.00	7000.00				61378.00
991538075	Germany	2875.00	38236.00		5005.00	7000.00				53116.00
Total		13225.00	143871.00	30000.00	25135.00	28000.00				240231.00

Project Management and Implementation

45000.00

J.2.1. Project Total Grant

Grant Calculated	285231.00
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EN

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ANNEX 2 – PROJECT TASKS AND PARTNER RESPONSIBILITIES



Previous Collaborations:

ENU, CU and Lahti UAS have collaborated on a number of Erasmus programmes including previous involvement in IP and the Careman LLP project. ENU and FRA-UAS are part of the UIREKA consortium of European Universities FRA-UAS and Lahti UAS have already established fruitful cooperation between the different faculties of health and social care. They have been involved in an ongoing mutual knowledge and experience exchange and organized a series of transnational meetings for this purpose. This includes; Erasmus Intensive Programmes COW: "Constructors for Wellbeing" during 2010 – 2012 and MESH: "Self Management & Empowerment in Social work & Health care" during 2012 – 2013. Both HEIs take an active part in European nursing educators' network: Florence Network. In addition, the student- and staff exchange between the HEIs has been active"

How will the tasks and responsibilities be distributed among the partners?

The responsibilities have been discussed and negotiated collaboratively between the partner universities to balance expertise, developmental opportunities and areas of interest of each partner. However one of the key elements is extensive partnership working on all outputs and activities as we believe this will enhance the development of all participants.

- ENU will be leading the project and both from the core team and larger support staff there is extensive experience in project management and support for EU projects. Financial management, project management and reporting will be led by ENU
- Lahti UAS have extensive experience in managing European projects and with their knowledge of this as well as quality management experience PH was able to take the lead on this. ENU will also support the internal partners website for communication and external DOCMAN website for dissemination. There will be PMG members from ENU and one from each of the other partners, this individual will have led the development of this application and
- ENU will lead the educational needs analysis. This will be led by Dr Gerri Matthews Smith who has extensive experience in pedagogical research – and one of the key areas of interest is around transformational learning – that is the transformation of theoretical knowledge into practice. In light of Dr Matthews Smith's extensive research experience in programme evaluation, curriculum design and competency development it was agreed she would lead this workstream on behalf of the consortium.
- CU will lead the development of competences. CU have undertaken very similar work and have a team that has experience of this process – but also has a multiprofessional faculty which will provide the basis for a comprehensive and inclusive approach in this development. Specialist IT support will be come from ENU for development of the electronic tool.
- All universities are sharing the development of the outputs related to innovative learning materials. The lead was chosen based on current curriculum and research expertise within each partner, however within each output the lead will further focus the develop of this output with expertise from each of the partners focused on their expertise and research areas. Lahti UAS will ensure that quality and accreditation standards are adhered to – and based on the learning and experiences of the Careman LLP successful strategies can be implemented where appropriate. Lahti UAS will also host the virtual learning environment for all modules (O3,4,5) as this has previously worked on the Careman LLP and access and support were excellent for all students. IPs will be held at CU, FRA-UAS and Lahti-UAS who have all successfully ran and supported IPs in previous EU projects.

Dissemination will be supported by all partners and be linked with the outputs and activity. Lahti UAS and ENU will both hold seminars on related outputs and these will be jointly planned. Charles University will also host the DOCMAN international final conference. This will be jointly planned, however CU has extensive previous experience in international conference planning and implementation including supportive very diverse participants.

What are the most relevant topics addressed by your project?

New innovative curricula/educational methods/development of training courses

Health and wellbeing

Pedagogy and didactics

What results are expected during the project and on its completion?

The results are primarily listed within the intellectual outputs to develop and educate existing and prospective managers and leaders in health and social care. These are resources that will support existing Masters students through the pilot of the courses – and then those seeking further development in this sector through the open educational resources. In addition the pilot course will



Use innovative teaching and assessment strategies for both online and face to face learning that will provide a resource for lecturing staff seeking the benefits of collaborative learning.

- The finding of the Educational Needs Analysis
- Competency Framework for Health and Social Care Managers
- Module in Innovation and Change Management - and open access learning resources
- Module in Designing and Developing Health and Social Care services - and open access learning resources
- Module in Health and Social Care - Service Delivery - and open access learning resources

The project will produce a network of interested stakeholders who have a forum to continue to develop their skills and knowledge in change and innovation, . This will include those in private, public and third sector bodies from a variety of professional groups. They are likely to help in the longer-term dissemination of the outputs (competency framework, courses, toolkit) - but also potentially contribute to a network of interested parties which we see as sustainable and dynamic resource that can be viewed a repository for the network for sharing of practice.

E.1. Participants

Please briefly describe how you will select and involve participants in the different activities of your project?

Educational Needs Analysis: Health and Social Care managers
The participants will be approached through the existing established networks at each of the partner institutions through their links with Health and Social Care Managers of local institutions. Potential participants could be managers of nursing homes, social service providers, private providers of health and social care services, hospital managers etc. They will be provided with written information about this activity and consent for participation. If desired they will continue to be informed and included throughout.

Postgraduate Students
The modules will be for Health and Social Care or other management post graduate students who will be participating in relevant courses at each partner institution. The participating universities will all have potentially eligible students both now and in the future. Prospective students will apply through the processes at each of their institution. Ultimately 6-8 from each partner would be eligible for each module (maximum of 30 in total for each of the three modules).

Lecturing Staff:
We would also seek to have one lecturing staff from each partner (and two if leading the module) to be involved. Over the course of the module this would directly impact approximately 5 teaching staff for each of the three modules)

Other Stakeholders:
DOCMAN foresees particular interest in its multiplier events such as the seminars and final conference event. This will target past and present students in health and social care management from each partner institution, other managers and policy makers in health and social care. In addition lecturing staff in each partner institution as well as other universities each partner is affiliated with would also be kept up to date through regular newsletter which may also increase interest in the multiplier events . It is envisaged that there will be 175 direct attendees of the final event.

Participants with fewer opportunities: does your project involve participants facing situations that make their participation more difficult?

Yes

How many participants would fall into this category?

10

Which types of situations are these participants facing?

Cultural differences

Educational difficulties

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ANNEX 3 – GRANT AGREEMENT 2017-1-UK01-KA203-036776

GRANT AGREEMENT for a:

Project with multiple beneficiaries under the ERASMUS+ Programme¹

AGREEMENT NUMBER – 2017-1-UK01-KA203-036776

RECEIVED
29 AUG 2017

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

British Council

Incorporated by Royal Charter and registered as a charity

Number 209131 in England and Wales; number SC037733 in Scotland

10 Spring Gardens, London, SW1A 2BN

VAT no 238767421,

The **National Agency** (hereinafter referred to as "the NA"), represented for the purposes of signature of this Agreement by Director, Erasmus+ UK National Agency, Ruth Sinclair-Jones, and acting under delegation by the European Commission, hereinafter referred to as "the Commission",

and

on the other part,

'the coordinator'

EDINBURGH NAPIER UNIVERSITY

Legal Form: CHARITABLE INCORPORATED ORGANISATION

National ID: SC018373

Address: 219 COLINTON ROAD, EDINBURGH, EH14 1DJ

VAT No: GB652000002

PIC: 999924792,

Erasmus ID code: UK EDINBUR09

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 and repealing Decisions No 1719/2006 EC, No 1720/2006 EC and No 1298/2008 EC

represented for the purposes of signature of this Agreement by **Leader; External Funding, Janet Taylor**

and the other beneficiaries as set out in Annex II, duly represented for the signature of the Agreement by the coordinator by virtue of the mandate[s] included in Annex V

Unless otherwise specified, references to ‘beneficiary’ and ‘beneficiaries’ include the coordinator.

The parties referred to above

HAVE AGREED

to the Special Conditions (‘the Special Conditions’) and the following Annexes:

- Annex I General conditions (‘the General Conditions’)
- Annex II Description of the Project and of the approved accreditation application for the mobility consortium; Estimated budget of the project; List of other beneficiaries
- Annex III Financial and contractual rules
- Annex IV Applicable rates
- Annex V Mandates provided to the coordinator by the other beneficiaries
- Annex VII Beneficiary Bank Details

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 the other Annexes, except Annex I.

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

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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 “**Development of competencies and Modules to Enhance Advanced Practice across Europe for Health and Social Care Management Masters Students**” (“the Project”) under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, as described in Annex II.

I.1.2 By signing the Agreement, the beneficiaries accept the grant and agree to implement the Project, acting on their own responsibility.

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

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

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The Project runs for **36 months** starting on **01/09/2017** and finishing on **31/08/2020**.

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

I.3.1 The maximum amount of the grant is **EUR €260,675.00**

I.3.2 The grant takes the form of unit contributions and reimbursement of eligible costs actually incurred, in accordance with the following provisions:

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

I.3.3 Budget transfers without amendment

Without prejudice to Article II.13, the ceilings mentioned for each budget category in Annex IV and provided that the Project is implemented as described in Annex II, 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.13 provided that the following rules are respected:

- (a) The beneficiaries are allowed to transfer up to 20% of the funds allocated for each of the following budget categories: 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 cannot result in an increase of more than 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 does 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.4.2 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 does not apply.

ARTICLE I.4 – REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions apply:

1.4.1 Payments to be made

The NA must make the following payments to the coordinator:

- a first pre-financing payment;
- (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 payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

1.4.2 First pre-financing payment

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

The NA must pay to the coordinator within 30 days following the entry into force of the Agreement a first pre-financing payment of EUR €104,270.00 corresponding to 40% of the maximum grant amount specified in Article I.3.1.

1.4.3 Interim reports and further pre-financing payments

By 01/09/2018, the coordinator 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 01/09/2018.

By 01/03/2019 or once at least 70% of the first pre-financing payment has been used to cover costs of the Project, the coordinator must complete an interim report on the implementation of the Project, covering the reporting period from 01/09/2018 to 01/03/2019.

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 must be considered as a request for a further pre-financing payment and must specify the amount requested up to EUR €104,270.00 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 must submit a further interim report 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 €104,270.00 corresponding to 40% 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 coordinator the further pre-financing payment within 60 calendar days on receipt of the interim report.

1.4.4 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 must complete a final report on the implementation of the Project, and, when applicable, upload all project results in the Erasmus+ Project Results Platform as specified in article I.9.2. 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 Annex III.

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

The coordinator 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.

1.4.5 Payment of the balance

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

The NA determines the amount due as the balance by deducting the total amount of pre-financing 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 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 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 coordinator's consent, against any other amount owed by the coordinator to the NA, up to the maximum contribution indicated for that coordinator, in the estimated budget in Annex II.

1.4.6 Notification of amounts due

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

- (a) informing it of the amount due; and
- (b) 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.

1.4.7 Payments from the NA to the coordinator

The NA must make payments to the coordinator.
Payments to the coordinator discharge the NA from its payment obligation.

1.4.8 Payments from the coordinator to the other beneficiaries

The coordinator must make all payments to the other beneficiaries by bank transfer and keep appropriate evidence of the amounts transferred to each beneficiary for any checks and audits as referred to in Article II.27.

1.4.9 Language of requests for payments and reports

All requests for payments and reports must be submitted in English.

1.4.10 Currency for requests for payments and conversion into euro

Request for payment must be drafted in Euro.

Beneficiaries with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period (available at

<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm), determined over the corresponding reporting period.

Beneficiaries with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

1.4.11 Currency for payments

The NA must make payments in Euro.

1.4.12 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.

1.4.13 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the NA bears the costs of transfer charged by its bank;
- (b) the coordinator bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

1.4.14 Interest on late payment

If the NA does not pay within the time limits for payment, the beneficiaries are entitled to late-payment interest. The interest payable is determined according to the provisions laid down in the national law applicable to the Agreement or in the rules of the NA. In the absence of such provisions, the interest payable is determined according with 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*.

If the NA suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payments 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.4.12. 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 coordinator only if the coordinator requests it within two months of receiving late payment.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments must be made to the coordinator's bank account as indicated in Annex VII.

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.7 is: British Council.

I.6.2 Communication details of the NA

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

Erasmus+ National Agency
British Council Wales, 1 Kingsway, Cardiff, CF10 3AQ, Wales
E-mail address: Erasmus@britishcouncil.org

I.6.3 Communication details of the beneficiaries

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

Ms Janyne Afseth
Lecturer and Programme Leader
School of Health and Social Care
EDINBURGH NAPIER UNIVERSITY
219 COLINTON ROAD, EDINBURGH, EH14 1DJ

E-mail address: j.afseth@napier.ac.uk

Without prejudice to Article II.13, a change of the coordinator cannot be made.

ARTICLE I.7 – PROTECTION AND SAFETY OF PARTICIPANTS

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

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

ARTICLE I.8 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provision of Article II.9.3, if the beneficiaries produce educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses².

ARTICLE I.9 – USE OF IT TOOLS

1.9.1 Mobility Tool+

The coordinator must make use of the web based Mobility Tool+ to record all information in relation to the activities undertaken under the Project, and to complete and submit the Progress Report, Interim report (if available in Mobility Tool+ and for the cases specified in article I.4.3) and Final reports.

1.9.2 Erasmus+ Project Results Platform

The coordinator must input the deliverables of the Project in the Erasmus+ Project Results Platform (<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 the Erasmus+ Project Results Platform by the time of its submission.

²Open 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.10 – ADDITIONAL PROVISIONS ON SUBCONTRACTING

By way of derogation to the provisions set out in Article II.11, the beneficiaries must 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.11.1 are not applicable to any of the budget categories except Exceptional costs.

ARTICLE I.11 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES

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

ARTICLE I.12 – ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING

Without prejudice to Article II.8, the beneficiaries must acknowledge the support received under the Erasmus+ programme in all communication and promotional material. The guidelines for the beneficiaries and other third parties are available at http://cacca.cc.europa.eu/about-cacca/visual-identity_en

ARTICLE I.13 - SUPPORT TO PARTICIPANTS

If, while implementing the Project, the beneficiaries have to give support to participants, the beneficiaries must give such support in accordance with the conditions specified in Annex II and Annex VI (if applicable). Under those conditions, the following information must be stated at least:

- (a) the maximum amount of financial support. This amount may 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 must:

- Either transfer the financial support for 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 IV;
- Or provide the support for 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 must 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 must be applied for the budget categories to which the respective option is applied.

ARTICLE I.14 – ADDITIONAL PROVISION ON MONITORING AND EVALUATION

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 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 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.15 – BENEFICIARIES LOCATED IN PARTNER COUNTRIES

Beneficiaries 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.16 – ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

I.16.1 Data Protection

All personal data contained in the agreement shall be processed in accordance with:

- National legislation by the NA, in particular the UK Data Protection Act 1998;
- In accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data;
- once it comes into force the European General Data Protection Regulation (2016/679), and any other laws and regulations relating to the processing of personal data and privacy which apply to either party and, if applicable, the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority;
- The parties will agree to any reasonable amendment to this agreement to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect any European General Data Protection

Regulation (2016/679) introduced after the date of this agreement, or to allow each of the parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the processing of personal data.

The beneficiary may lodge a complaint against the processing of his/her personal data with the Information Commissioners Office (ICO) with regard to the use of these data by the NA, or to the European Data Protection Supervisor with regard to the use of the data by the Commission.

The beneficiary shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against actual loss or destruction of, or damage to personal data, having regard to the state of technological developments and the cost of implementing any measures, and the measures must ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data.

1.16.2 Equal Opportunities

The Beneficiaries shall ensure that they do not, in delivering the Project under this Agreement, discriminate within the meaning of the Equality Legislation.

The Recipient shall comply with any equal opportunities or diversity policies or guidelines included in the NA or Commission's Requirements.

1.16.3 Protection of Children and Vulnerable Adults

The beneficiary warrants that, in relation to all activities in connection with the Action where project activity is taking place in England or Wales, it will comply with all legislation and statutory guidance relevant at any time to the safeguarding and protection of children and vulnerable adults (including without limitation, the UN convention on the Rights of the Child and the Children Act 1989), and with the British Council's Child Protection Policy as may be amended from time to time. Equivalent provisions in equivalent legislation in locations other than England and Wales shall apply in those locations.

The beneficiary acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006, and any regulations made thereunder, as amended from time to time (the "SVGA"), and where the location is England or Wales, it is the "Regulated Activity Provider" in respect of any "Regulated Activity" (both as defined in the SVGA) carried out in connection with the Action and that it will comply in all respects with the SVGA and any regulations or orders made thereunder. Equivalent provisions in equivalent legislation applicable in locations other than England and Wales shall apply in those locations.

The beneficiary all ensure that it is (and that any individual engaged by it to carry out Regulated Activity in connection with the Action) is subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (DBS) including a check against the adult's barred list or the children's barred list, as appropriate or a valid local

equivalent e.g. police certificate if the individual engaged is outside England or Wales. Where applicable, the Beneficiary shall monitor the level and validity of the checks under this clause 1.16.4 for each member of staff or other individual engaged by it to carry our Regulated Activity in connection with the Action.

The beneficiary warrants that at all times whilst this Agreement is in force, it has not, and has no reason to believe that any person who is or will be employed or engaged by the Beneficiary in connection with the Action, is barred from carrying out such employment or engagement.

The beneficiary shall immediately notify the British Council of any information that the British Council reasonably requests to enable the British Council to be satisfied that the obligations of this clause have been met.

The beneficiary shall refer information about any person employed or engaged by it to carry our Regulated Activity in connection with the Action to the Independent Safeguarding Authority (ISA) where it removed permission for such persons to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity), because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.

The beneficiary shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

1.16.4 Health and Safety

The beneficiary shall take all necessary measures to comply with the requirements of the Health and Safety at work Act 1974 (or any equivalent legislation in any applicable jurisdiction) and any other acts, orders, regulations and codes of practice (including, without limitation, any approved codes of practice) relating to health and safety, which may apply to the performance of this Agreement.

ARTICLE I.17 – 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.20.3, 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".

2. For the purposes of this Agreement, the following clauses of Annex I General Conditions are not applicable: Article II.2.2 (b) (ii), Article II.12.2, Article II.18.3, Article II.19.2, Article II.19.3, Article II.20.3, Article II.21, Article II.27.7.

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. Article II.7.1 must be read as follows:

"II.7.1 Processing of personal data by the NA and the Commission

Any personal data included in the Agreement must be processed by the NA according to the provisions laid down in the national law.

Any personal data stored on the IT Tools provided by the European Commission must be processed by the NA pursuant to Regulation (EC) No 45/2001¹.

Such data must be processed by the data controller identified in Article I.6.1 solely for implementing, managing and monitoring the Agreement or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article II.27, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of national law applicable to the Agreement.

The beneficiaries have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in Article I.6.1.

Any personal data included in the Agreement must be processed by the Commission in accordance with Regulation (EC) No 45/2001.

The beneficiaries may have recourse at any time to the European Data Protection Supervisor."

4. In Article II.9.3, the title and letter (a) of the first paragraph must be read as follows:

¹ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data

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

The beneficiaries grant 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".

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

"The beneficiaries 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 beneficiaries' contractors."

6. A new letter (j) is added to Article II.17.3.1 which reads:

"(j) if there is a complaint made by all other beneficiaries that the coordinator does not implement the Project as specified in Annex II or fails to comply with another substantial obligation incumbent on it under the terms of the Agreement."

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

"II.18.1 The Agreement is governed by the law of England and Wales.

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.

8. Article II.19.1 must be read as follows:

"The conditions for the eligibility of costs are defined in section I.1 and II.1 of Annex III."

9. Article II.20.1 must be read as follows:

"The conditions for declaring costs and contributions are defined in section I.2 and II.2 of Annex III."

10. Article II.20.2 must be read as follows:

"The conditions for records and other documentation to support the costs and contributions declared are defined in section I.2 and II.2 of Annex III."

11. The first paragraph of Article II.22 must be read as follows:

"Beneficiaries are 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.3.3 are met."

12. Article II.23(b) must be read as follows:

"(b) still fails to submit such a request within further 30 calendar days following a written reminder sent by the NA."

13. The first paragraph of Article II.24.1.3 must be read as follows:

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

14. Article II.25.1 must be read as follows:

" II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the unit contributions

This step is applied as follows:

- (a) If, as provided for in Article I.3.2(a), the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in section II.2 of Annex III is applied to the eligible costs of the *project* approved by the NA for the corresponding categories of costs and beneficiaries,;
- (b) If, as provided for in Article I.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in Annex IV is multiplied by the actual number of units approved by the NA for the corresponding beneficiaries.

If Article I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added together."

15. The second paragraph of Article II.25.4 must be read as follows:

"The amount of the reduction will be proportionate to the degree to which the *project* has been implemented improperly or to the seriousness of the breach, as provided for in section IV of Annex III."

16. The third paragraph of Article II.26.3 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:

- (a) by offsetting it, without the beneficiary's prior consent, against any amounts owed to the beneficiary by the NA ('offsetting');

In exceptional circumstances, to safeguard the financial interests of the Union, the NA may offset before the due date.

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

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.4.2 ('drawing on the financial guarantee');
- (c) by holding the beneficiaries jointly and severally liable up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (Annex II as last amended);
- (d) by taking legal action as provided for in Article II.18.2 or in the Special Conditions."

17. The third paragraph of 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 beneficiaries must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

18. Article II.27.3 must be read as follows:

"Where a check, audit or evaluation is initiated before the payment of the balance, the coordinator must provide any information, including information in electronic format, requested by the NA or by the Commission or by any other outside body authorised by the NA. Where appropriate, the NA or the Commission may request that a beneficiary provides such information directly.

Where a check or audit is initiated after payment of the balance, the information referred to in the previous subparagraph must be provided by the beneficiary concerned.

If the beneficiary concerned does not comply with the obligations set out in the first and second subparagraphs, the NA may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit contribution insufficiently substantiated by information provided by the beneficiary as undue."

SIGNATURES

For the coordinator
Leader; External Funding, Janet Taylor

For the NA

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

Edinburgh, 21/8/2017.

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

Cardiff 4/9 2017.