



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR EDUCATION, YOUTH, SPORT AND CULTURE

Youth, Education and Erasmus+

Amendment N° EAC-2019-0007/001

To

Delegation Agreement N° EAC-2019-0007

**for the implementation of the Erasmus+ Programme
and the European Solidarity Corps**

The European Union (hereinafter referred to as "the Union" or "EU"), represented by the European Commission (hereinafter referred to as "the Commission"), represented for the purposes of signature of this Delegation Agreement ("the Agreement") by Ms Sophia ERIKSSON WATERSCHOOT, Director, Directorate-General for Education, Youth, Sport and Culture,

on the one part,

and

DUM ZAHRANICNI SPOLUPRACE Centre for International Cooperation in Education,

(hereinafter referred to as "the National Agency" or "the NA"),

represented for the purposes of signature of this Agreement by Ms Dana PETROVA,

whose registered office is at:

NA PORICI 1035/4

CZ 110 00 PRAHA 1,

on the other part,

hereafter referred to as "the parties",

Having regard to **Delegation Agreement N° EAC-2019-0007**, ("the Agreement") concluded between the Commission and the National Agency;

Considering the additional funds made available through the European Parliament resolution of 18 September 2019¹ to fund, in particular, mobility activities in the fields of Vocational Education and Training;

¹ European Parliament resolution of 18 September 2019 on the Council position on Draft amending budget No 2/2019 of the European Union for the financial year 2019 – Reinforcement of key programmes for EU competitiveness: Horizon 2020 and Erasmus+ (11731/2019 – C9-0112/2019 – 2019/2022(BUD)).

Considering the redistribution of funds following the central clearing for the School Exchange Partnerships;

HAVE AGREED:

1. The Agreement is amended as follows:

1.1 Article I.3 is replaced by the following:

ARTICLE I.3 UNION FINANCIAL CONTRIBUTION

The maximum amounts of the Union financial contributions for the implementation of the entrusted tasks are:

- For the Erasmus+ programme: **63.737.252,22 EUR,**
- For the European Solidarity Corps: **3.322.490,00 EUR.**

The Union financial contribution shall:

- (i) support the management costs of the NA in relation to the entrusted tasks, hereafter referred to as "contribution to management costs". This contribution shall cover the management costs of the calendar year 2019;
- (ii) allocate funds for the implementation of the Actions of the Programmes, the management of which is entrusted to the NA, hereafter referred to as "funds for grant support". These funds shall be used according to the relevant schedules in Annex I of the Agreement.
- (iii) support the network functions implemented by the NA, hereafter referred to as "contribution to networks". This contribution shall cover the costs for support to networks of the calendar year 2019.

The Union contribution shall be used solely for the purpose of the implementation of this Agreement. Budget transfers between the Union financial contributions allocated to Erasmus+ and to the European Solidarity Corps are not allowed.

1.2 Article I.3.3.1 is replaced by the following:

I.3.3.1 Funds for Erasmus+ grant support from Heading 1 of the EU budget

The maximum amount of funds for grant support from Heading 1 of the EU budget is **56.208.302,22 EUR,** hereafter referred to as "Erasmus+ Heading 1 funds".

The Erasmus+ Heading 1 funds set out in the first paragraph are further allocated to Key Actions and activities in the fields of education, training and youth as set out in the table below:

Table 1: Funds allocated to Key Actions and activities in the fields of education, training and youth

Field	Key Action	Activity	Amount in Euro
Higher Education	KA1	Mobility of higher education students and staff	xxx
		Of which minimum 70% (of the initial amount) is to be used for Individual Support and Travel (if applicable) to the mobility of students (excluding Organisational Support)	xxx
	KA2	Strategic Partnerships	xxx
		Of which the following maximum amount may be used for Transnational Cooperation Activities between NAs	xxx
Total amount			24.860.383,00

Vocational education and training	KA1	Mobility of VET learners and staff ²	xxx
		Of which a maximum of 85% can be used to fund mobility carried out by beneficiaries under the VET Charter	
		Irrespective of whether the VET mobility is carried out by beneficiaries holding the VET Charter or not, a minimum of 60% (of the initial amount) shall be used for VET learners mobility	xxx
	KA2	Strategic Partnerships	xxx
Of which the following maximum amount may be used for Transnational Cooperation Activities between NAs		xxx	
Total amount			xxx

School education	KA1	Mobility of school education staff	xxx
	KA2	Strategic Partnerships	xxx
		Additional amount in accordance with Article I.3.3.3	xxx
		Of which the following maximum amount may be used for Transnational Cooperation Activities between NAs	xxx
Total amount			9.526.521,22

² The NAs shall take into account that the Commission has set an indicative target at European level for ErasmusPro activities: using 30% of the overall budget allocated to VET mobility under Key Action 1.

Adult education	KA1	Mobility of adult education staff	xxx
	KA2	Strategic Partnerships	xxx
		Of which the following maximum amount may be used for Transnational Cooperation Activities between NAs	xxx
Total amount			3.473.351,00

Youth	KA1	Mobility in the youth field	xxx
		Of which the following amount is to be used for the Mobility of youth workers	xxx
		Of which the following amount is to be used for Youth Exchanges	xxx0
		Of which the following amount [25% of the KA1 budget for Mobility of youth workers and Youth Exchanges] may be used for activities involving cooperation with Partner Countries	xxx
	KA2	Strategic Partnerships	xxx
		Of which the following maximum amount may be used for Transnational Cooperation Activities between NAs	xxx
	KA3	Youth Dialogue Projects	xxx
	Total amount		

1.3 Article I.5.1 is replaced by the following:

I.5.1 Pre-financing payments

The pre-financing is intended to provide the NA with a float. It remains the property of the EU until the payment of the balance.

I.5.1.1 First pre-financing payment

The pre-financing payment indicated below has already been paid:

- a. **43.479.528,75 EUR**, related to the Erasmus+ programme,
- b. **2.391.342,50 EUR**, related to the European Solidarity Corps,

representing:

- i. 100% of the maximum amounts specified in Article I.3.1 per programme;
- ii. 100% of the maximum amounts specified in Article I.3.2.1;

- iii. 66,74% of the maximum amounts specified in Articles I.3.3.1 and I.3.3.5 (**40.641.273,75 EUR**) for Erasmus+ and 70% of the maximum amount specified in Article I.3.3.7 for the European Solidarity Corps (**2.172.677,50 EUR**) has been paid to the NA by the Commission, except if the payment is suspended in accordance with Article II.1.4,

I.5.1.2 Second pre-financing payment(s)

A second pre-financing payment of **17.417.688,75 EUR**, related to Erasmus+, equivalent to 28,60% of the maximum amounts specified in Articles I.3.3.1 and I.3.3.5 has been paid by the Commission upon request of the NA.

The NA may submit a request for a second pre-financing payment for the European Solidarity Corps that shall specify the amount needed with a maximum of **931.147,50 EUR** and equivalent to 30% of the maximum amount specified in Article I.3.3.7 for the European Solidarity Corps.

If the amount of funds for grant support awarded to beneficiaries is lower than the maximum amount specified in Article I.3.3.7, and if no further grants are awarded, the NA shall limit its request for the second pre-financing payment for the European Solidarity Corps to the difference between i) the amount of funds for grant support awarded to the beneficiaries and ii) the amount of the first pre-financing instalment received in accordance with Article I.5.1.1(iii), to which shall be added the amount of interest yielded by the EU's pre-financing in the previous year.

The requests for payment may not be made until the NA has paid to the beneficiaries of the action grants at least 70% of the amount of the first pre-financing instalment received, equivalent to 1.520.874,25 EUR. The requests for payment must be accompanied by a financial report generated through the relevant Commission's IT tools, summarising the financial transactions made with the funds for grant support allocated in accordance with the Agreement.

The Commission shall approve the request for payment of the second pre-financing instalment for the European Solidarity Corps in accordance with Article I.4.1.

The second pre-financing instalment shall be paid to the NA within 60 days of receipt of the request for payment and accompanying documents, except if the payment deadline or the payments are suspended in accordance with Articles II.1.3 and II.1.4.

No further pre-financing payments will be made.

I.5.1.3 Third pre-financing payment

The NA may submit a request for a third pre-financing payment for Erasmus+ that shall specify the amount needed with a maximum of **2.840.034,72 EUR**, equivalent to 4,66% of the maximum amounts specified in Articles I.3.3.1 and I.3.3.5.

If the amount of funds for grant support awarded to beneficiaries is lower than the maximum amounts specified in Articles I.3.3.1. and I.3.3.5 and no further grants will be awarded, the NA shall limit its request for the third pre-financing payment to the difference between i) the amount of funds for grant support awarded to beneficiaries and ii) the first and second pre-financing payments received in accordance with Articles I.5.1.1(iii) and I.5.1.2 to which shall be added the amount of interest yielded by the EU's pre-financing in the previous year.

The request for payment shall not be made until the NA has paid to the beneficiaries of the funds for grant support at least 70% of the sum of the first and second pre-financing instalments received for Erasmus+ and equivalent to 40.641.273,75 EUR. The request for payment must be accompanied by a financial report generated through the Commission's IT tools, summarising the financial transactions made with the funds for grant support allocated in accordance with the Agreement.

The Commission shall approve the request for payment of the third pre-financing instalment in accordance with Article I.4.1.

The third pre-financing instalment shall be paid to the NA within 60 days of receipt of the request for payment and accompanying documents, except if the payment deadline or the payments are suspended in accordance with Articles II.1.3 and II.1.4.

No further pre-financing payments will be made.

- 1.4 In the second paragraph of Article I.7, Commission's address for communications sent by ordinary mail service is amended as follows:

For the Commission:

For communications sent by ordinary mail service: xxxk
Head of Unit
European Commission
Directorate-General for Education, Youth, Sport and Culture
Unit EAC.B.4
B-1049 Brussels
Belgium

- 1.5 Article I.9 is replaced by the following:

Article I.9 DATA CONTROLLER



The entity acting as a data controller according to Article II.6 shall be:

xxx
Head of Unit
European Commission
Directorate-General for Education, Youth, Sport and Culture
Unit EAC.B.4
B-1049 Brussels
Belgium

2. All other provisions and annexes of the Agreement and any previous amendments, which are not changed by this Amendment, shall remain unchanged and shall continue to apply.
3. This amendment shall enter into force on the date when the last of the two parties to the Amendment signs it.

We, the undersigned declare that we have read and accepted the terms and conditions of this Amendment.

SIGNATURES

For the Commission:	For the National Agency:
	
Ms Sophia ERIKSSON WATERSCHOOT	Ms Dana
Director	Director
Done at Brussels, Date: 10/12/2019	Done at PRAGUE, Date: - 2 -12- 2019

