

## CONSORTIUM AGREEMENT

**Universiteit Utrecht**, a legal entity established under the laws of the Netherlands and governed by public law under section 1.4 of the Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*) and having its registered offices at Heidelberglaan 8, Utrecht, the Netherlands, for the benefit of the Faculty of Humanities in this matter duly represented by Prof. dr. K.A. Algra, dean of the faculty of Humanities, hereinafter also referred to as “UU”

hereinafter referred to as "coordinator"

AND

**Universidad Autonoma de Madrid**, Calle Einstein 3 Ciudad Univ Cantoblanco Rectorado, 28049 Madrid, legally represented by Rafael Garesse Alarcón;

**Eotvos Lorand Tudomanyegyetem**, Egyetem Ter 1-3, 1053 Budapest, Hungary, legally represented by Prof. Dr László Borhy;

**Humboldt-Universitaet zu Berlin**, Unter den Linden 6, 10099 Berlin, Germany, legally represented by Prof. Dr.-Ing. Dr. Sabine Kunst;

**Univerzita Karlova**, OVOCNY TRH 560/5, 116 36 Praha 1, Czech Republic, legally represented by Prof.MUDr. Tomáš Zima, DrSc., MBA;

**Université de Lille**, a Scientific, Cultural and Professional Public Institution, which head office is situated 42 rue Paul Duez, 59000 Lille, France, registered in Lille Metropolis Trade and Companies Register under number 130 023 583 00011, business sector code 8542Z, represented by its President, Jean-Christophe CAMART, acting on behalf the Faculty of Humanities whose Dean is Gabriel GALVEZ-BEHAR;

**Euroclio-De Europese Vereniging voor Geschiedenisonderwijsgevendens**, Riouwstraat 139, 2585 HP, Den Haag, Netherlands, legally represented by Steven Stegers;

**University of Sheffield**, Firth Court Western Bank, S10 2TN Sheffield, United Kingdom, legally represented by Joanne Croft;

hereinafter referred to as "partner organisations"

for the purposes of participating in the project “**Teaching European History in the 21<sup>st</sup> Century**” that runs from 01-09-2019 until 31-08-2022 under the Erasmus+ programme, project number: 2019-1-NL01-KA203-060532 (hereinafter referred to as "the project")

**Have agreed as follows**

1. The coordinator has the mandate to act on behalf of the partner organisation in compliance with the Grant Agreement that forms an integral part of this agreement, as described in Annex V.
2. The partner organisation confirm to accept all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, acknowledge that the coordinator alone is entitled to receive funds from the National Agency and distribute the amounts corresponding to the partner's organisation participation in the project.

**Entry into force and implementation period of the agreement**

3. The Agreement enters into force on the date on which the last party signs it.
4. The Project runs for 36 months starting on 01-09-2019 and finishing on 31-08-2022 as specified in the Grant Agreement, Article I.2.2.

**Responsibilities**

5. The partner organisation will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, documents or information that may be required in relation to the grant agreement. This includes keeping an hour administration for the project, specified per intellectual output, based on the time sheet template provided by the coordinator.
6. The provisions of the Grant Agreement shall take precedence over any other agreement between the partner organisation and the coordinator that may have an effect on the implementation of the grant agreement, including this partnership agreement.
7. The responsibilities for the Learning/Teaching/Training Activities, Multiplier Events and Intellectual Outputs developed in this project are as specified in the grant agreement.
8. The partner organisation is responsible to communicate any foreseeable risks for the implementation of the project to the coordinator as soon as possible.
9. The coordinator and the partner organisation agree to use mediation as a conflict resolution mechanism if needed. The costs for the mediator will be covered by the resources allocated to management and shared equally by both parties. Both parties can initiate a mediation procedure.
10. The partner organisation will fulfil all the responsibilities regarding the payment of (income) taxes and the remittance of social benefits.

### Payment of funds and modalities

11. See Annex IIa of the Grant Agreement for the maximum total fund payable to the Partner.
12. Universiteit Utrecht will retain **3,000 Euro** (1,000 Euro per year) per partner from the budget 'Project Management and Implementation' for the centrally organized management of the project (project assistant).
13. The grant takes the form of unit contributions and reimbursement of eligible costs actually incurred following article I.3.2 of the grant agreement.
14. The overall budget and spending of the project will be under the control of the coordinator. The coordinator will transfer the funds to the partner organisation's account for eligible activities and shall not be unreasonably withheld. Eligible activities are those activities which fully comply with the work plan and are in accordance with the Grant Agreement and project performance.
15. The funds to be paid to the Partner shall be transferred into the institutional bank account of the partner organisation (see form attached).
16. Total payable to partner instalments amounts to €304.280. Remaining €10.000 (exceptional costs) is payable upon claim of the actual incurred costs (paragraph 18 below).
17. The final instalment will be paid after the project finishes, after the coordinator has received the final instalment from the national agency.

**Table 1**

<b>Timeline for transfer of instalments</b>	<b>Actions</b>	<b>% Budget</b>	<b>Partner Timeline Report Due</b>
1 September 2019	<b>Start project</b>		
30 September 2019	1st instalment	40%	
30 September 2020	<b>Progress report</b>		1 September 2020
30 September 2021	<b>Interim report</b>		1 September 2021
30 October 2021	2 <sup>nd</sup> instalment	40%	
30 October 2022	<b>Final report</b>		1 September 2022
<sup>1</sup> 30 days after receipt from NA	Balance payment	20% max	

18. The partner organisation is obliged to administer the project finances accurately, report on the state of the financial spending of the different budget categories and report on

<sup>1</sup> This is an estimate date. The final instalment is made after the coordinator has received the final instalment from the national agency.

the completed work. Upon the timely receipt of the report the coordinator will check the quality of the report, the progress of the work and the eligibility of the spending. In case of satisfactory performance, the coordinator will pay the next instalment. The coordinator will provide the format for the reporting based on the Mobility Tool.

- First tranche of pre-financing will be paid according to the Table 1. The coordinator will transfer the first instalment of the partner organisation's total budget, after the signing of this partnership agreement, provided that the coordinator has received the pre-financing from the National Agency and bank details are correctly provided by the partner organisation.
- Second and third tranche of pre-financing will be paid according to the table 1. The coordinator will transfer these instalments of partner organisation's total budget, provided that the partner organisation provides eligible and full supporting documentation on project expenditure of at least 70% of the previous tranche, and after receiving and approving the periodic narrative and financial reports due.
- Balance payment: all outstanding payments to cover actual eligible expenditures that have not been received in previous tranches (see above), will be paid to the partner within 30 days after the coordinator receives the final payment from the National Agency, on condition that the partner organisation has provided the requested eligible supporting documentation and submitted the financial table to the coordinator within the foreseen deadline.

19. The partner organisation can claim exceptional costs if included in the application. Following the Grant Agreement, these exceptional costs can be claimed only for sub-contracting of goods and services and depreciation costs of equipment or other assets purchased. Sub-contracting of services is limited to services that cannot be provided by the beneficiaries for duly justified reasons. Equipment cannot include normal office equipment or equipment used by the beneficiaries for their normal activities. The partner organisation will provide the coordinator with all supporting documents and receipts.

The exceptional costs can be claimed as agreed in the Grant Agreement. The exceptional costs not covered by the grant (as specified in the Grant Agreement) are shared proportionally by all partner organisations including the coordinator according to their respective share in the budget for Intellectual Outputs:

Universiteit Utrecht: 18.26% (= €981.11)

Universidad Autónoma de Madrid: 10.21% (= €548.58)

Eotvos Lorand Tudományegyetem: 5.49% (= €294.98)

Humboldt-Universität zu Berlin: 15.87% (= €852.70)

Univerzita Karlova: 10.49% (= €563.63)

Université de Lille: 15.61% (= €838.73)

University of Sheffield: 15.61% (= €838.73)

Euroclio: 8.47% (= €455.10)



### **Meetings**

20. The beneficiary organising a transnational project meeting will provide adequate rooms and equipment. Cost incurred for travel, board and lodging will be covered up to the specified budget in Annex II of the Grant Agreement.
21. The partner organisation will be represented during all transnational project meetings as specified in the Grant Agreement.
22. The partner organisation will be represented during the Multiplier Events as specified in the Grant Agreement.
23. The coordinator accepts no liability in case of the Partner representatives' sickness or accident during travel under this contract. Where appropriate, the Partner organisation should insure its employees against such risks.

### **Accounting, Record Keeping and Reporting**

24. The Partner is fully responsible for providing the correct declaration of expenses and the appropriate application of its accounting system. In more detail, the Partner shall:
  - Accept responsibility for the adequate and orderly accounting of its part of the project according to the rules and regulations of the Grant Agreement.
  - Keep and thoroughly document original invoices, debit notes, receipts, bank statements for every item of expense and these can only be financed using project funding if they are in compliance with the rules on eligibility of expenditure.
  - Be aware of the fact that the coordinator will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or this partnership agreement, for which the Partner is responsible. Any costs which are assessed as ineligible by the National Agency within their final report assessment need to be reimbursed by the Partner to the coordinator, who will forward the ineligible amount to the National Agency.
  - Make available any documentation on project finance and activities required by the National Agency.
  - Keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the receipt by the coordinator of the final payment of the balance by the grant as specified in Article II.20 – CHECKS AND AUDITS of the Grant Agreement.

### **Intellectual property**

25. The partner organisation follows the rules for intellectual and industrial property rights as specified in the Grant Agreement article I.8 and Annex I, article II.9.3. In particular, any educational materials produced under the scope of the project must be made available through the Internet, free of charge and under open licenses. The partner organisation cedes to the Union/National Agency the right to reproduce and publish, or to have reproduced and published, in whatever form, in whatever language, and in whatever country, (parts of) Intellectual Outputs submitted by him/her to the coordinator under this contract. Unless otherwise agreed with the National Agency, any

text published will indicate the author's name and as practise published with a CC-BY license.

### **Changes in the Project Partnership or termination**

26. Failure by the partner organisation to perform his/her duties under this agreement (other than as a result of Force majeure) or under any amendment duly accepted by the parties in accordance with paragraphs 3-23 above and may consequently refuse to pay to the partner organisation the instalments referred to in paragraph 17.

### **Force Majeure**

27. *Force majeure*. If and to the extent that either Party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including act of God, war, riot, civil commotion, act of terrorism, military operations, malicious damage, compliance with a law or governmental order, rule, regulation or direction, strike, lock-out or labour dispute (other than in relation to the Affected Party's own personnel), restrictions due to the spread or possible spread of disease among humans or animals, accident, breakdown of plant or machinery, fire, flood and acts or omissions of third parties for whom the Affected Party is not responsible (a "Force Majeure Event") from performing any of its obligations under this Agreement:
- the Affected Party's obligations under this Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;
  - A formal notification is sent to the coordinator who forwards this to the National Agency, without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.
  - the Affected Party shall make all reasonable efforts to limit any damage due to force majeure, and mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
  - as soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the Other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.
28. The provisions of this contract may be amended only by written agreement between the parties.
29. Nothing in this Partner Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.
30. The Agreement is governed by Dutch law as stated in Annex I, article II.18.1 of the Grant Agreement.
31. Each partner is entitled to publish this agreement.

## SIGNATURES

For and on behalf of:

  
UNIVERSITEIT UTRECHT  
Coordinating organisation



Prof. dr. K.A. Algra  
Dean of the Faculty of Humanities  
Utrecht  
Date: 1.3.2020

Partner Organisation

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UNIVERSIDAD AUTÓNOMA DE MADRID

Partner organisation

Prof. dr. María del Carmen Calés Bourdet

Vice-Rector for Internationalization

At Madrid, Spain

Date: 08/11/2019

In duplicate in English

For and on behalf of the Partner Organisation:

Eotvos Lorand Tudomanyegyetem

By: Prof. Dr László Borhy  
Rector

In:

On: 24/01/22

In duplicate in English

For and on behalf of the Partner Organisation:

Humboldt-Universität zu Berlin



By: Prof. Dr.-Ing. Dr. Sabine Kunst  
President

In: *Berlin*  
On: *Jan, 6, 2020*

In duplicate in English

For and on behalf of the Partner Organisation:

Univerzita Karlova

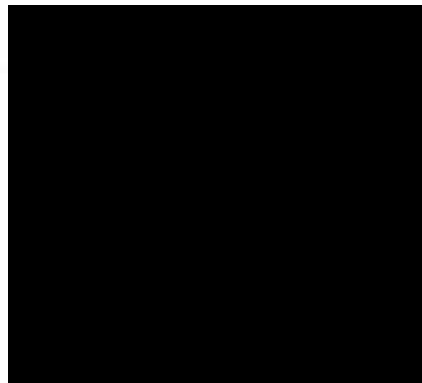
By: Prof.MUDr. Tomáš Zima, DrSc., MBA  
Rector

In: *Prague*

On:

10 -01- 2020

In duplicate in English



For and on behalf of the Partner Organisation:

Université de Lille

By: Jean-Christophe CAMART  
President of the University

Done at Lille

Date: 20/12/19

In duplicate in English



For and on behalf of the Partner Organisation:

Euroclio-De Europese Vereniging voor Geschiedenisonderwijsgevend



By: Steven Stegers  
Executive Director

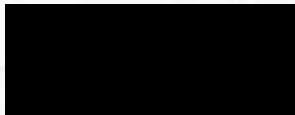
In: *The Hague, the Netherlands*

On: *28 February 2020*

In duplicate in English

For and on behalf of the Partner Organisation:

University of Sheffield



By: Joanne Croft  
Head of Finance

In: University of Sheffield  
On: 18/02/2020.

In duplicate in English

**GRANT AGREEMENT for a:**  
**Project with multiple beneficiaries under the ERASMUS+ Programme<sup>1</sup>**  
**AGREEMENT NUMBER – 2019-1-NL01-KA203-060532**

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

on the one part,

National Agency Erasmus+ Education & Training

Kortenaerkade 11

Postbus 29777

2505 LT Den Haag

KvK number: 41150085

The **National Agency** (hereinafter referred to as "the NA"), represented for the purposes of signature of this Agreement by Annemarie de Ruiter, team leader NA Erasmus+ Education & Training and acting under delegation by the European Commission, hereinafter referred to as "the Commission",

**and**

on the other part,

Universiteit Utrecht

Heidelberglaan 8

3584 CS Utrecht

PIC: [REDACTED]

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by Keimpe Algra, Dean

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.

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<sup>1</sup> 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

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') (also available on <a href="http://www.erasmusplus.nl">www.erasmusplus.nl</a> )                             |
| Annex II  | Description of the Project (copy of application form – already in beneficiary's possession); Estimated budget of the project; List of other beneficiaries |
| Annex III | Financial and contractual rules (also available on <a href="http://www.erasmusplus.nl">www.erasmusplus.nl</a> )   |
| Annex IV  | Applicable rates (also available on <a href="http://www.erasmusplus.nl">www.erasmusplus.nl</a> )  |
| Annex V   | Mandates provided to the coordinator by the other beneficiaries   |

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.

## **SPECIAL CONDITIONS**

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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 **Teaching European History in the 21st Century** ("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 shall 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 1 September 2019 and finishing on 31 August 2022 .

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

### **I.3.1 The maximum amount of the grant is EUR 430.390,00**

**I.3.2** In accordance with 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:

- a) the reimbursement of 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

### **I.3.3 Budget transfers without amendment**

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 as specified in Article II.13, under the condition that the Project is implemented in accordance with the approved project application and overall objectives described in Annex II, and the following specific 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 covering financial guarantee or expensive travel costs, 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 shall apply:

### ***I.4.1 Payments to be made***

The NA must make the following payments to the coordinator:

- a first pre-financing payment;
- 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.

### ***I.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 172.156,00** corresponding to 40% of the maximum grant amount specified in Article I.3.1.

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

By 30 September 2020, 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 31 August 2020.

By 30 September 2021 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 1 September 2019 to 31 August 2021.

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 172.156,00** 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 172.156,00** 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.

Where the first interim report shows that the beneficiaries 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 coordinator until that date, recover the excess amount of pre-financing from the coordinator in accordance with Article II.26.



#### ***I.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.

#### ***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 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.

#### ***I.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.

#### ***I.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.

#### ***I.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.

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

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

#### ***I.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/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_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.

#### ***I.4.11 Currency for payments***

The NA must make payments in EURO

#### ***I.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.

#### ***I.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.

#### ***I.4.14 Interest on late payment***

If the NA does not pay within the time limit 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 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.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 below:

Please note that these bank account details must correspond to the Financial Identification Form and bank statement uploaded in the Participant Portal (where you created your organisation's PIC code). In case of changes, please contact your National Agency before returning your grant agreement; the necessary changes will have to be processed and a new grant agreement may have to be provided.

**Name of the bank:**

[REDACTED]

**Precise denomination of the account holder:** (in correspondence with the *Financial Identification Form* and *bank statement* uploaded in the *Participant Portal*):

[REDACTED]

**IBAN code<sup>2</sup>:**

[REDACTED]

.....

## ARTICLE I.6 – PROCESSING OF PERSONAL DATA AND COMMUNICATION DETAILS OF THE PARTIES

For the purpose of Article II.7, the data controller is:

Head of Unit B4

Directorate B – Youth, Education & Erasmus+

Directorate-General for Education, Youth, Sport and Culture

European Commission

B-1049 Brussels

Belgium

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.6.1 Communication details of the NA***

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

Nationaal Agentschap Erasmus+ Onderwijs & Training

Postbus 29777

2505 LT Den Haag

[REDACTED]

### ***I.6.2 Communication details of the beneficiaries***

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

[REDACTED]

Universiteit Utrecht

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<sup>2</sup> BIC or SWIFT code applies to for countries where the IBAN code does not apply.



Drift 6  
3512 BS Utrecht

E-mail address: [REDACTED]

## **ARTICLE 1.7 – PROTECTION AND SAFETY OF PARTICIPANTS**

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

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

## **ARTICLE 1.8 – 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 licenses<sup>3</sup>.

## **ARTICLE 1.9 – 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 report.

### ***1.9.2 Erasmus+ Project Results Platform***

The coordinator shall 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.

## **ARTICLE 1.10 – 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 1.11 – 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.

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<sup>3</sup>Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed and the beneficiary is free to choose the specific license to apply to their work. An open licence must be associated to each resource produced. An open licence is not a transfer of copyrights or Intellectual Property Rights (IPR).

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

Without prejudice to Article II.8, the beneficiaries shall acknowledge the support received under the Erasmus+ programme in all communication and promotional material, including on websites and social media. The guidelines for the beneficiaries and other third parties are available at [http://eacea.ec.europa.eu/about-eacea/visual-identity\\_en](http://eacea.ec.europa.eu/about-eacea/visual-identity_en)

## **ARTICLE I.13 – SUPPORT TO PARTICIPANTS**

*In case Transnational learning/teaching/training activities are awarded:*

If, while implementing the Project, the beneficiaries have to give support to participants, the beneficiaries shall provide 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.

## **ARTICLE I.14 – PARENTAL/GUARDIAN CONSENT**

The beneficiaries must obtain the Parental/Guardian consent for participants of minor age prior to their participation in any mobility activity.

## **ARTICLE I.15 – BENEFICIARIES LOCATED IN PARTNER COUNTRIES**

The organisations 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 – ADDITIONAL PROVISION ON MONITORING AND EVALUATION**

The NA and the Commission 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.17 – ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW**

Not applicable.

## **ARTICLE I.18– 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.7.1, 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".

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 and the Commission in accordance with Regulation (EU) No 2018/1725.<sup>4</sup>

Such data must be processed by the data controller identified in Article I.6 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.

The beneficiaries have the right to access, rectify or erase their own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) No 2018/1725. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in Article I.6.

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:

### **"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:

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<sup>4</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

"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 (l) is added to Article II.17.3.1 which reads:

"(l) 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 Dutch law

**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.

This agreement is part of the grant award letter the beneficiary received. As required by the general administrative law act ('Algemene Wet Bestuursrecht'), a notice of objection can be filed against the decision to award a grant within six weeks after the date on which this decision was sent to the beneficiary. Any proposed amendment of this agreement is interpreted as a notice of objection against the decision to award a grant and therefore has to be filed in a timely manner."

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(b) must be read as follows:

**" II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions**

(b) If, as provided for in Article I.3.2(a) (ii) to (v), the grant takes the form of the reimbursement of eligible unit costs, lump sum costs or flat rate costs, the reimbursement rate specified in that Article is applied to the those eligible costs as approved by the Commission for the corresponding categories of costs, beneficiaries and affiliated entities;

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

Done at Utrecht, on



Done at The Hague, on 23-10-2019



## ANNEX I – GENERAL CONDITIONS

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## PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

### ARTICLE II.1 — DEFINITIONS

The following definitions apply for the purpose of the Agreement:

**'Action':** the set of activities or the project for which the grant is awarded, to be implemented by the beneficiaries as described in Annex I.

**'Breach of obligations':** failure by a beneficiary to fulfil one or more of its contractual obligations. **'Confidential information or document':** any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available.

**'Conflict of interests':** a situation where the impartial and objective implementation of the Agreement by a beneficiary is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest or any other shared interest with the Commission or any third party related to the subject matter of the Agreement.

**'Direct costs':** those specific costs which are directly linked to the implementation of the action and can therefore be attributed directly to it. They may not include any indirect costs;

**'Force majeure':** any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as *force majeure*: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of *force majeure*;

**'Formal notification':** form of communication between the parties made in writing by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient;

**'Fraud':** any act or omission relating to the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, the non-disclosure of information in violation of a specific obligation, with the same effect or the misapplication of such funds or assets for purposes other than those for which they were originally granted.

**'Grave professional misconduct':** a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

**'Implementation period':** the period of implementation of the activities forming part of the action, as specified in Article I.2.2;

**'Indirect costs'**: those costs which are not specific costs directly linked to the implementation of the action and which therefore cannot be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs;

**'Irregularity'**: any infringement of a provision of Union law resulting from an act or omission by a beneficiary, which has or would have the effect of prejudicing the Union's budget;

**'Maximum amount of the grant'**: the maximum EU contribution to the action, as defined in Article I.3.1;

**'Pre-existing material'**: any materials, document, technology or know-how which exists prior to the beneficiary using it for the production of a result in the implementation of the action;

**'Pre-existing right'**: any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a licence right and/or a right of use belonging to the beneficiary or any other third parties;

**'Related person'**: any natural or legal person who is a member of the administrative management or supervisory body of the beneficiary or who has powers of representation, decision or control with regard to the beneficiary;

**'Starting date'**: the date on which the implementation of the action starts as provided for in Article I.2.2;

**'Subcontract'**: a procurement contract within the meaning of Article II.10, which covers the implementation by a third party of tasks forming part of the action as described in Annex I.

## ARTICLE II.2 — GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES

### II.2.1 General obligations and role of the beneficiaries

The beneficiaries:

- (a) are jointly and severally liable for carrying out the *action* in accordance with the Agreement. If a beneficiary fails to implement its part of the *action*, the other beneficiaries become responsible for implementing this part (but without increasing the *maximum amount of the grant*);
- (b) must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
- (c) must make appropriate internal arrangements to implement the *action* properly. The arrangements must be consistent with the terms of the Agreement. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

### II.2.2 General obligations and role of each beneficiary

Each beneficiary must:

- (a) inform the coordinator immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;
- (b) inform the coordinator immediately:
  - (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
  - (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;
  - (iii) of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for its affiliated entities;
- (c) submit in due time to the coordinator:
  - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
  - (ii) all the necessary documents required for audits, checks or evaluations as provided for in Article II.27.
  - (iii) any other information to be provided to the Commission under the Agreement, except if the Agreement requires such information to be submitted directly by the beneficiary.

### II.2.3 General obligations and role of the coordinator

The coordinator:

- (a) must monitor the implementation of the *action* in order to make sure that the *action* is implemented in accordance with the terms of the Agreement;
- (b) is the intermediary for all communications between the beneficiaries and the Commission, except if provided otherwise in the Agreement. In particular, the coordinator:
  - (i) must immediately inform the Commission:
    - of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;
    - of any change in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of their affiliated entities;
    - of any events or circumstances of which the coordinator is aware, that are likely to affect or delay the implementation of the *action*;

- of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, for any of the beneficiaries or their affiliated entities.
- (ii) is responsible for supplying the Commission with all documents and information required under the Agreement, except if provided otherwise in the Agreement itself. If information is required from the other beneficiaries, the coordinator is responsible for obtaining and verifying this information before passing it on to the Commission;
- (c) must make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) must draw up the requests for payment in accordance with the Agreement;
- (e) if it is designated as the sole recipient of payments on behalf of all of the beneficiaries, it must ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) is responsible for providing all the necessary documents required for checks and audits initiated before the payment of the balance or documents required for evaluation as provided for in Article II.27.

The coordinator may not subcontract any part of its tasks to the other beneficiaries or to any other party.

## **ARTICLE II.3 — COMMUNICATION BETWEEN THE PARTIES**

### **II.3.1 Form and means of communication**

Any communication relating to the Agreement or to its implementation must:

- (a) be made in writing (in paper or electronic form);
- (b) bear the number of the Agreement; and
- (c) be made using the communication details identified in Article I.7.

If a party requests written confirmation of an electronic communication within a reasonable time, the sender must provide an original signed paper version of the communication as soon as possible.

### **II.3.2 Date of communications**

Any communication is considered to have been made when the receiving party receives it, unless the Agreement states that communication is considered to have been made on the date when the communication was sent.

Email is considered to have been received by the receiving party on the day of dispatch of that email, provided that it is sent to the email address indicated in Article I.7. The sending party must be able to prove the date of dispatch. If the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such

a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission using the postal or courier services is considered to have been received by the Commission on the date on which it is registered by the department identified in Article I.7.2.

*Formal notifications* are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

## **ARTICLE II.4 — LIABILITY FOR DAMAGES**

**II.4.1** The Commission may not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the *action*.

**II.4.2** Except in cases of *force majeure*, the beneficiaries must compensate the Commission for any damage it sustains as a result of the implementation of the *action* or because the *action* was not implemented in full compliance with the Agreement.

## **ARTICLE II.5 — CONFLICT OF INTERESTS**

**II.5.1** The beneficiaries must take all necessary measures to prevent any situation of *conflict of interests*.

**II.5.2** The beneficiaries must inform the Commission without delay of any situation constituting or likely to lead to a *conflict of interests*. They must take immediately all the necessary steps to rectify this situation.

The Commission may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

## **ARTICLE II.6 — CONFIDENTIALITY**

**II.6.1** During implementation of the *action* and for five years after the payment of the balance, the parties must treat with confidentiality any *confidential information and documents*.

**II.6.2** The parties may only use *confidential information and documents* for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other party.

**II.6.3** The confidentiality obligations do not apply if:

- (a) the disclosing party agrees to release the other party from those obligations;
- (b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligations;
- (c) the disclosure of the *confidential information or documents* is required by law.



## **ARTICLE II.7 — PROCESSING OF PERSONAL DATA**

### **II.7.1 Processing of personal data by the Commission**

Any personal data included in the Agreement must be processed by the Commission in accordance with Regulation (EU) No 2018/1725.<sup>1</sup>

Such data must be processed by the data controller identified in Article I.7.1 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.

The beneficiaries have the right to access, rectify or erase their own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) No 2018/1725. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in Article I.7.1.

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

### **II.7.2 Processing of personal data by the beneficiaries**

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiary must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The beneficiaries must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

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<sup>1</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

(e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

## **ARTICLE II.8 — VISIBILITY OF UNION FUNDING**

### **II.8.1 Information on Union funding and use of the European Union emblem**

Unless the Commission requests or agrees otherwise, any communication or publication made by the beneficiaries jointly or individually that relates to the *action*, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), must:

- (a) indicate that the *action* has received funding from the Union; and
- (b) display the European Union emblem.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer on the beneficiaries a right of exclusive use. The beneficiaries may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiaries may use the European Union emblem without first obtaining permission from the Commission.

### **II.8.2 Disclaimers excluding Commission responsibility**

Any communication or publication that relates to the *action*, made by the beneficiaries jointly or individually in any form and using any means, must indicate:

- (a) that it reflects only the author's view; and
- (b) that the Commission is not responsible for any use that may be made of the information it contains.

## **ARTICLE II.9 — PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

### **II.9.1 Ownership of the results by the beneficiaries**

The beneficiaries retain ownership of the results of the *action*, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.

### **II.9.2 Pre-existing rights**

If the Commission sends the beneficiaries a written request specifying which of the results it intends to use, the beneficiaries must:

- (a) establish a list specifying all *pre-existing rights* included in those results; and
- (b) provide this list to the Commission at the latest with the request for payment of the balance.

The beneficiaries must ensure that they or their affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

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

The beneficiaries grant the Union the following rights to use the results of the *action*:

- (a) for its own purposes and in particular to make available to persons working for the Commission, other 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;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Commission, including digitisation or converting the format for preservation or new use purposes;
- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

The above rights of use may be further specified in the Special Conditions.

Additional rights of use for the Union may be provided for in the Special Conditions.

The beneficiaries must ensure that the Union has the right to use any *pre-existing rights* included in the results of the *action*. The *pre-existing rights* must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the *action*, unless specified otherwise in the Special Conditions.

Information about the copyright owner must be inserted in cases where the result is divulged by the Union. The copyright information must read: '© — year — name of the copyright owner. All rights reserved. Licenced to the European Union under conditions.'

If the beneficiaries grant rights of use to the Commission, this does not affect its confidentiality obligations under Article II.6 or the beneficiaries' obligations under Article II.2.1.

## **ARTICLE II.10 — AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION**

**II.10.1** If the implementation of the *action* requires the beneficiaries to procure goods, works or services, they may award the contract in accordance with their usual purchasing practices provided that the contract is awarded to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they must avoid any *conflict of interests*.

The beneficiaries must ensure that 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.

**II.10.2** Beneficiaries that are 'contracting authorities' within the meaning of Directive 2014/24/EU<sup>2</sup> or 'contracting entities' within the meaning of Directive 2014/25/EU<sup>3</sup> must comply with the applicable national public procurement rules.

The beneficiaries must ensure that the conditions applicable to them under Articles II.4, II.5, II.6 and II.9 are also applicable to the contractors.

**II.10.3** The beneficiaries remain solely responsible for carrying out the *action* and for compliance with the Agreement.

**II.10.4** If the beneficiaries breach their obligations under Article II.10.1 the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (c), (d) and (e).

If the beneficiaries breach their obligations under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

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<sup>2</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

<sup>3</sup> Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

## ARTICLE II.11 — SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

**II.11.1** Beneficiaries may subcontract tasks forming part of the *action*. If they do so, they must ensure that, in addition to the conditions specified in Article II.10, the following conditions are also complied with:

- (a) subcontracting does not cover core tasks of the *action*;
- (b) recourse to subcontracting is justified because of the nature of the *action* and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;
- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Commission. The Commission may grant approval:
  - (i) before any recourse to subcontracting, if the beneficiaries request an amendment as provided for in Article II.13; or
  - (ii) after recourse to subcontracting if the subcontracting:
    - is specifically justified in the interim or final technical report referred to in Articles I.4.3 and I.4.4; and
    - does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) the beneficiaries ensure that the conditions applicable to them under Article II.8 are also applicable to the subcontractors.

**II.11.2** If the beneficiaries breach their obligations under Article II.11.1 (a), (b), (c) or (d), the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (f).

If the beneficiaries breach their obligation under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

## ARTICLE II.12 — FINANCIAL SUPPORT TO THIRD PARTIES

**II.12.1** If, while implementing the *action*, the beneficiaries have to give financial support to third parties, the beneficiaries must give such financial support in accordance with the conditions specified in Annex I. 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 third party except if achieving the objective of the *action* as specified in Annex I would otherwise be impossible or overly difficult;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;

- (d)
- (e) the persons or categories of persons which may receive financial support;
- (f) the criteria for giving the financial support.

**II.12.2** As an exception to Article II.12.1, if the financial support takes the form of a prize, the beneficiaries must give such financial support in accordance with the conditions specified in Annex I. Under those conditions, the following information must at least be stated:

- (a) the eligibility and award criteria;
- (b) the amount of the prize;
- (c) the payment arrangements.

**II.12.3** The beneficiaries must ensure that the conditions applicable to them under Articles II.4, II.5, II.6, II.8, II.9 and II.27 are also applicable to the third parties receiving financial support.

#### **ARTICLE II.13 — AMENDMENTS TO THE AGREEMENT**

**II.13.1** Any amendment to the Agreement must be made in writing.

**II.13.2** An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

**II.13.3** Any request for amendment must:

- (a) be duly justified;
- (b) be accompanied by appropriate supporting documents; and
- (c) be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the *implementation period*.

Point (c) does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.

**II.13.4** A request for amendment on behalf of the beneficiaries must be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request must be submitted by all other beneficiaries and must be accompanied by the opinion of the coordinator or proof that this opinion has been requested in writing.

**II.13.5** Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

## **ARTICLE II.14 — ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES**

**II.14.1** The beneficiaries may not assign any of their claims for payment against the Commission to any third party, except if approved by the Commission on the basis of a reasoned, written request by the coordinator made on behalf of the beneficiaries.

If the Commission does not accept the assignment or the terms of it are not complied with, the assignment has no effect on it.

**II.14.2** In no circumstances may an assignment release the beneficiaries from their obligations towards the Commission.

## **ARTICLE II.15 — FORCE MAJEURE**

**II.15.1** A party faced with *force majeure* must send a *formal notification* to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

**II.15.2** The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the *action* as soon as possible.

**II.15.3** The party faced with *force majeure* may not be considered in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

## **ARTICLE II.16 — SUSPENSION OF THE IMPLEMENTATION OF THE ACTION**

### **II.16.1          Suspension of implementation by the beneficiaries**

The coordinator, on behalf of the beneficiaries, may suspend the implementation of the *action* or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The coordinator must immediately inform the Commission, stating:

- (a) the reasons for suspension, including details about the date or period when the exceptional circumstances occurred; and
- (b) the expected date of resumption.

Once the circumstances allow the beneficiaries to resume implementing the *action*, the coordinator must inform the Commission immediately and present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c) or (d) of Article II.17.3.1.

### **II.16.2          Suspension of implementation by the Commission**

#### **II.16.2.1      Grounds for suspension**

The Commission may suspend the implementation of the *action* or any part thereof:

- (a) if the Commission has evidence that a beneficiary has committed *irregularities, fraud* or *breach of obligations* in the award procedure or while implementing the Agreement;
- (b) if the Commission has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and the *irregularities, fraud* or *breach of obligations* have a material impact on this grant; or
- (c) if the Commission suspects *irregularities, fraud* or *breach of obligations* committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

#### **II.16.2.2 Procedure for suspension**

**Step 1** — Before suspending implementation of the *action*, the Commission must send a *formal notification* to the coordinator:

- (a) informing it of:
  - (i) its intention to suspend the implementation;
  - (ii) the reasons for suspension;
  - (iii) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; and
- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

**Step 2** — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the coordinator informing it of:

- (a) the suspension of the implementation;
- (b) the reasons for suspension; and
- (c) the final conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; or
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.16.2.1,.

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect five calendar days after the *formal notification* is received by the coordinator or on a later date specified in the *formal notification*.

Otherwise, the Commission must send a *formal notification* to the coordinator informing it that it is not continuing the suspension procedure.

#### **II.16.2.3 Resuming implementation**

In order to resume the implementation, the beneficiaries must meet the notified conditions as soon as possible and must inform the Commission of any progress made.



If the conditions for resuming the implementation are met or the necessary verifications are carried out, the Commission must send a *formal notification* to the coordinator:

- (a) informing it that the conditions for lifting the suspension are met; and
- (b) requiring it to present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c), (g) or (h) of Article II.17.3.1.

### **II.16.3 Effects of the suspension**

If the implementation of the *action* can be resumed and the Agreement has not been terminated, an amendment to the Agreement must be made in accordance with Article II.13 in order to:

- (a) set the date on which the *action* is to be resumed;
- (b) extend the duration of the *action*; and
- (c) make other changes necessary to adapt the *action* to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during the period of suspension that relate to the implementation of the suspended *action* or the suspended part of it may not be reimbursed or covered by the grant.

Suspending implementation of the *action* does not affect the Commission's right to terminate the Agreement or to terminate the participation of a beneficiary in accordance with Article II.17.3, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party may claim damages due to suspension by the other party.

## **ARTICLE II.17 — TERMINATION OF THE AGREEMENT**

### **II.17.1 Termination of the Agreement by the coordinator**

The beneficiaries may terminate the Agreement.

The coordinator must send a *formal notification* of termination to the Commission, stating:

- (a) the reasons for termination; and
- (b) the date on which the termination takes effect. This date must be set after the *formal notification*.

If the coordinator does not state the reasons for the termination or if the Commission considers that the reasons do not justify termination, the Agreement is considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

### **II.17.2 Termination of the participation of one or more beneficiaries by the coordinator**

The participation of one or more beneficiaries may be terminated by the coordinator at the request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must send a *formal notification* of termination to the Commission and inform the beneficiary concerned by termination.

If the coordinator's participation is terminated without its agreement, the *formal notification* must be submitted by another beneficiary (acting on behalf of the other beneficiaries).

The *formal notification* must include:

- (a) the reasons for termination;
- (b) the opinion of the beneficiary concerned by termination (or proof that this opinion has been requested in writing);
- (c) the date on which the termination takes effect. This date must be set after the *formal notification*; and
- (d) a request for amendment as provided for in Article II.17.4.2(a).

If the coordinator or beneficiary does not state the reasons for the termination or if the Commission considers that the reasons do not justify termination, the participation will be considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

### **II.17.3 Termination of the Agreement or the participation of one or more beneficiaries by the Commission**

#### **II.17.3.1 Grounds for termination**

The Commission may terminate the Agreement or the participation of any one or several beneficiaries, if:

- (a) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant, or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, that calls into question the decision to award the grant;
- (b) following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) the beneficiaries, any *related person* or any natural person who is essential for the award or for the implementation of the Agreement have committed serious *breach of obligations*, including improper implementation of the *action* as described in Annex I;

- (d) the implementation of the *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
  - (i) resumption is impossible; or
  - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) a beneficiary or a natural or legal person that assumes unlimited liability for the debts of that beneficiary:
  - (i) is declared bankrupt, is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law;
  - (ii) is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (f) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed:
  - (i) *grave professional misconduct* proven by any means;
  - (ii) fraud;
  - (iii) corruption;
  - (iv) conduct related to criminal organisations;
  - (v) money laundering;
  - (vi) terrorism-related crimes (including terrorism financing);
  - (vii) child labour or other offences concerning trafficking of human beings;
- (g) the Commission has evidence that a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed *irregularities, fraud or breach of obligations* in the award procedure or while implementing the Agreement, including if that beneficiary, *related person* or natural person has submitted false information or failed to provide required information;
- (h) the Commission has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud or serious breach of obligations* in other Union or Euratom grants awarded to it under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant;
- (i) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has created an entity under a different jurisdiction with the intend to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- (j) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has been created with the intend referred to in point (i) or

- (k) the Commission has sent a beneficiary, through the coordinator, a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (e) to (j) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

### **II.17.3.2 Procedure for termination**

**Step 1-** Before terminating the Agreement or participation of one or more beneficiaries, the Commission must send a *formal notification* to the coordinator:

- (a) informing it of:
  - (i) its intention to terminate;
  - (ii) the reasons for termination; and
- (b) requiring it, within 45 calendar days of receiving the formal notification, :
  - (i) to submit observations on behalf of all beneficiaries; and
  - (ii) in the case of point (c) of Article II.17.3.1, to inform the Commission of the measures to ensure compliance with the obligations under the Agreement.

**Step 2 —** If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the coordinator informing it of the termination and the date on which it takes effect. The coordinator must immediately inform the other beneficiaries of the termination.

Otherwise, the Commission must send a *formal notification* to the coordinator informing it that the termination procedure is not continued.

The termination takes effect:

- (a) for terminations under points (a), (b), (c) and (e) of Article II.17.3.1: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);
- (b) for terminations under points (d), (f) and points (g) to (j) of Article II.17.3.1: on the day after the coordinator receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

### **II.17.4 Effects of termination**

#### **II.17.4.1 Effects of terminating the Agreement:**

Within 60 calendar days from the day on which the termination takes effect, the coordinator must submit a request for payment of the balance as provided for in Article I.4.4.

If the Commission does not receive the request for payment of the balance by the above deadline, only costs or contributions which are included in an approved technical report and, where relevant, in an approved financial statement, are reimbursed or covered by the grant.

If the Agreement is terminated by the Commission because the coordinator has breached its obligation to submit the request for payment, the coordinator may not submit any request for payment after termination. In that case the second subparagraph applies.

The Commission calculates the final grant amount as referred to in Article II.25 and the balance as referred to in Article I.5.4 on the basis of the reports submitted. Only activities undertaken before the date when the termination takes effect or the end date of the *implementation period* as specified in Article I.2.2, whichever is the earliest, must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i), only costs incurred before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not taken into account and are not reimbursed or covered by the grant.

The Commission may reduce the grant in accordance with Article II.25.4 in case of:

- (a) improper termination of the Agreement by the coordinator within the meaning of Article II.17.1; or
- (b) termination of the Agreement by the Commission on any of the grounds set out in points (c), (f) and points (g) to (j) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the Agreement.

After termination, the beneficiaries' obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

#### **II.17.4.2 Effects of terminating the participation of one or more beneficiaries:**

(a) The coordinator must submit a request for amendment including:

- (i) a proposal to reallocate the tasks of the beneficiary or beneficiaries concerned by the termination; and
- (ii) if necessary, the addition of one or more new beneficiaries to succeed the beneficiary or beneficiaries concerned in all their rights and obligations under the Agreement.

If the Commission terminates the participation of a beneficiary, the coordinator must submit the request for amendment within 60 calendar days from the day on which the termination takes effect.

If the coordinator terminates the participation of a beneficiary, the request for amendment must be included in the *formal notification* of termination referred to in Article II.17.2.

If termination takes effect after the end of the *implementation period*, no request for amendment must be provided unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If the request for amendment is rejected by the Commission, the Agreement may be terminated in accordance with Article II.17.3.1 (b). The request for amendment may be rejected if it calls into question the decision awarding the grant or is contrary to the equal treatment of applicants.

(b) The beneficiary concerned by termination must submit to the coordinator:

- (i) a technical report; and
- (ii) where applicable, a financial statement covering the period from the end of the last reporting period to the date when termination takes effect.

The coordinator must include this information in the payment request for the next reporting period.

Only activities undertaken before the date when the termination takes effect must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i), only costs incurred by the beneficiary concerned before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not reimbursed or covered by the grant.

The Commission may reduce the grant in accordance with Article II.25.4. in case of:

- (a) improper termination of the participation of a beneficiary by the coordinator within the meaning of Article II.17.2 or
- (b) termination of the participation of a beneficiary by the Commission on any of the grounds set out in points (c), (f), (g), (h) or (i) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the participation of a beneficiary.

After termination, the concerned beneficiary's obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

## **ARTICLE II.18 — APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONS**

**II.18.1** The Agreement is governed by the applicable Union law, complemented, where necessary, by the law of Belgium.

**II.18.2** In accordance with Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

**II.18.3** In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States.

An *action* may be brought against such decision before the General Court of the European Union in accordance with Article 263 TFEU.

## PART B — FINANCIAL PROVISIONS

### ARTICLE II.19 — ELIGIBLE COSTS

#### II.19.1 Conditions for the eligibility of costs

*Eligible costs* of the *action* are costs actually incurred by the beneficiary and which meet the following criteria:

- (a) they are incurred within the *implementation period*, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article I.4.4;
- (b) they are indicated in the estimated budget of the *action*. The estimated budget is set out in Annex III;
- (c) they are incurred in connection with the *action* as described in Annex I and are necessary for its implementation;
- (d) they are identifiable and verifiable, in particular they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the beneficiary's usual cost accounting practices;
- (e) they comply with the requirements of applicable tax and social legislation; and
- (f) they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

#### II.19.2 Eligible direct costs

To be eligible, the *direct cost* of the *action* must comply with the eligibility conditions set out in Article II.19.1.

In particular, the following categories of costs are eligible *direct costs*, provided that they satisfy the eligibility conditions set out in Article II.19.1 as well as the following conditions:

- (a) the costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the *action*, provided that these costs are in line with the beneficiary's usual policy on remuneration.

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the beneficiary other than an employment contract or who are seconded to the beneficiary by a third party against payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

- (i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);
  - (ii) the result of the work belongs to the beneficiary (unless exceptionally agreed otherwise); and
  - (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;
- (c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the beneficiary's accounting statements, provided that the asset:
  - (i) is written off in accordance with the international accounting standards and the beneficiary's usual accounting practices; and
  - (ii) has been purchased in accordance with Article II.10.1 if the purchase occurred within the *implementation period*;

The costs of renting or leasing equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the *implementation period* and the rate of actual use for the purposes of the *action* may be taken into account when determining the eligible costs. By way of exception, the full cost of purchase of equipment may be eligible under the Special Conditions, if this is justified by the nature of the *action* and the context of the use of the equipment or assets;

- (d) costs of consumables and supplies, provided that they:
  - (i) are purchased in accordance with Article II.10.1; and
  - (ii) are directly assigned to the *action*;
- (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the *action*, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.10.1;
- (f) costs entailed by *subcontracts* within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;
- (g) costs of financial support to third parties within the meaning of Article II.12, provided that the conditions laid down in that Article are met;



- (h) duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible *direct costs*, and unless specified otherwise in the Agreement.

### **II.19.3 Eligible indirect costs**

To be eligible, *indirect costs* of the *action* must represent a fair apportionment of the overall overheads of the beneficiary and must comply with the conditions of eligibility set out in Article II.19.1.

Eligible *indirect costs* must be declared on the basis of a flat rate of 7 % of the total eligible *direct costs* unless otherwise specified in Article I.3.2.

### **II.19.4 Ineligible costs**

In addition to any other costs which do not fulfil the conditions set out in Article II.19.1, the following costs may not be considered eligible:

- (a) return on capital and dividends paid by a beneficiary;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Commission charged by the bank of a beneficiary;
- (h) costs declared by the beneficiary under another action receiving a grant financed from the Union budget. Such grants include grants awarded by a Member State and financed from the Union budget and grants awarded by bodies other than the Commission for the purpose of implementing the Union budget. In particular, beneficiaries receiving an operating grant financed by the EU or Euratom budget cannot declare indirect costs for the period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action.
- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT.

## **ARTICLE II.20 — IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED**

### **II.20.1 Declaring costs and contributions**

Each beneficiary must declare as eligible costs or as a requested contribution:

- (a) for actual costs: the costs it actually incurred for the *action*;
- (b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article I.3.2(a)(ii) or (b) by the actual number of units used or produced;
- (c) for lump sum costs or lump sum contributions: the global amount specified in Article I.3.2(a)(iii) or (c), if the corresponding tasks or part of the *action* as described in Annex I have been implemented properly;

- (d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article I.3.2(a)(iv) or (d);
- (e) for financing not linked to costs: the global amount specified in Article I.3.2(e), if the corresponding results or conditions as described in Annex I have been properly achieved or fulfilled;
- (f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in accordance with the beneficiary's usual cost accounting practices by the actual number of units used or produced;
- (g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;
- (h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the beneficiary's usual cost accounting practices.

## **II.20.2 Records and other documentation to support the costs and contributions declared**

Each beneficiary must provide the following if requested to do so in the context of the checks or audits described in Article II.27:

- (a) for actual costs: adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records.

In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements and with the amounts indicated in the supporting documents;

- (b) for unit costs or unit contributions: adequate supporting documents to prove the number of units declared.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared per unit;

- (c) for lump sum costs or lump sum contributions: adequate supporting documents to prove that the *action* has been properly implemented.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a lump sum;

- (d) for flat-rate costs or flat-rate contributions: adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, for the flat rate applied;

- (e) for financing not linked to costs: adequate supporting documents to prove that the *action* has been properly implemented;

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a financing not linked to costs;

- (f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the number of units declared;
- (g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove that the *action* has been properly implemented;
- (h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the eligible costs to which the flat rate applies.

### **II.20.3 Conditions to determine the compliance of cost accounting practices**

**II.20.3.1** In the case of points (f),(g) and (h) of Article II.20.2, the beneficiary does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant as provided for in Article I.3.2.

**II.20.3.2** If the Special Conditions so provide, the beneficiary may submit to the Commission a request asking it to assess the compliance of its usual cost accounting practices. If required by the Special Conditions, the request must be accompanied by a certificate on the compliance of the cost accounting practices ('certificate on the compliance of the cost accounting practices').

The certificate on the compliance of the cost accounting practices must be:

- (a) produced by an approved auditor or, if the beneficiary is a public body, by a competent and independent public officer; and
- (b) drawn up in accordance with Annex VIII.

The certificate must certify that the beneficiary's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in Article II.20.3.1 and with the additional conditions that may be laid down in the Special Conditions.

**II.20.3.3** If the Commission has confirmed that the beneficiary's usual cost accounting practices are in compliance, costs declared in application of these practices may not be challenged *ex post*, if:

- (a) the practices actually used comply with those approved by the Commission; and
- (b) the beneficiary did not conceal any information for the purpose of the approval of its cost accounting practices.

#### **ARTICLE II.21 — ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES**

If the Special Conditions contain a provision on entities affiliated to the beneficiaries, costs incurred by such an entity are eligible, if:

- (a) they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary; and
- (b) the beneficiary to which the entity is affiliated ensures that the conditions applicable to the beneficiary under Articles II.4, II.5, II.6, II.8, II.10, II.11 and II.27 are also applicable to the entity.

#### **ARTICLE II.22 — BUDGET TRANSFERS**

Beneficiaries are allowed to adjust the estimated budget set out in Annex III by transfers between themselves and between the different budget categories, if the *action* is implemented as described in Annex I. This adjustment does not require an amendment of the Agreement as provided for in Article II.13.

However, the beneficiaries may not add costs relating to *subcontracts* not provided for in Annex 1, unless such additional *subcontracts* are approved by the Commission in accordance with Article II.11.1(d).

As an exception to the first subparagraph, if beneficiaries want to change the value of the contribution to which each of them is entitled, as referred to in point (c) of the third subparagraph of II.26.3, the coordinator must request an amendment as provided for in Article II.13.

The first three subparagraphs do not apply to amounts which, as provided for in Article I.3.2(a)(iii) or (c), take the form of lump sums or which, as provided for in Article I.3.2(e), take the form of financing not linked to cost.

#### **ARTICLE II.23 — NON-COMPLIANCE WITH REPORTING OBLIGATIONS**

The Commission may terminate the Agreement as provided for in Article II.17.3.1(c) and may reduce the grant as provided for in Article II.25.4 if the coordinator:

- (a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in Articles I.4.3 or I.4.4 within 60 calendar days following the end of the corresponding reporting period; and
- (b) still fails to submit such a request within further 60 calendar days following a written reminder sent by the Commission.

## ARTICLE II.24 — SUSPENSION OF PAYMENTS AND TIME LIMIT FOR PAYMENT

### II.24.1 Suspension of payments

#### II.24.1.1 Grounds for suspension

The Commission may at any moment suspend, in whole or in part, the pre-financing payment and interim payments for one or more beneficiaries or the payment of the balance for all beneficiaries:

- (a) if the Commission has evidence that a beneficiary has committed *irregularities, fraud or breach of obligations* in the award procedure or while implementing the Agreement;
- (b) if the Commission has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant; or
- (c) if the Commission suspects *irregularities, fraud or breach of obligations* committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

#### II.24.1.2 Procedure for suspension

**Step 1** — Before suspending payments, the Commission must send a *formal notification* to the coordinator:

- (a) informing it of:
  - (i) its intention to suspend payments;
  - (ii) the reasons for suspension;
  - (iii) in the cases referred to in points (a) and (b) of Article II.24.1.1, the conditions that need to be met for payments to resume; and
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

**Step 2** — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the coordinator informing it of:

- (a) the suspension of payments;
- (b) the reasons for suspension;
- (c) the final conditions under which payments may resume in the cases referred to in points (a) and (b) of Article II.24.1.1;
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.24.1.1.

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect on the day the Commission sends *formal notification* of suspension (Step 2).

Otherwise, the Commission must send a *formal notification* to the coordinator informing it that it is not continuing with the suspension procedure.

#### **II.24.1.3 Effects of suspension**

During the period of suspension of payments the coordinator is not entitled to submit:

- (a) any requests for payments and supporting documents referred to in Articles I.4.2, I.4.3 and I.4.4; or
- (b) where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the *action*.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article I.4.1.

The suspension of payments does not affect the right of the coordinator to suspend the implementation of the *action* as provided for in Article II.16.1 or to terminate the Agreement or the participation of a beneficiary as provided for in Articles II.17.1 and II.17.2.

#### **II.24.1.4 Resuming payments**

In order for the Commission to resume payments, the beneficiaries must meet the notified conditions as soon as possible and must inform the Commission of any progress made.

If the conditions for resuming payments are met, the suspension will be lifted. The Commission will send a *formal notification* to the coordinator informing it of this.

#### **II.24.2 Suspension of the time limit for payments**

**II.24.2.1** The Commission may at any moment suspend the time limit for payment specified in Articles I.5.2, I.5.3 and I.5.4 if a request for payment cannot be approved because:

- (a) it does not comply with the Agreement;
- (b) the appropriate supporting documents have not been produced; or
- (c) there is a doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

**II.24.2.2** The Commission must send a *formal notification* to the coordinator informing it of:

- (a) the suspension; and
- (b) the reasons for the suspension.

The suspension takes effect on the day the Commission sends the *formal notification*.

**II.24.2.3** If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.



If the suspension exceeds two months, the coordinator may request the Commission if the suspension will continue.

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may terminate the Agreement or the participation of the beneficiary as provided for in Article II.17.3.1(c) and reduce the grant as provided for in Article II.25.4.

## **ARTICLE II.25 — CALCULATION OF THE FINAL AMOUNT OF THE GRANT**

The final amount of the grant depends on the extent to which the *action* has been implemented in accordance with the terms of the Agreement.

The final amount of the grant is calculated by the Commission at the time of the payment of the balance. The calculation involves the following steps:

Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions

Step 2 — Limit to the *maximum amount of the grant*

Step 3 — Reduction due to the no-profit rule

Step 4 — Reduction due to improper implementation or breach of other obligations.

### **II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions**

This step is applied as follows:

- (a) If, as provided for in Article I.3.2(a)(i), the grant takes the form of the reimbursement of eligible costs actually incurred, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Commission for the corresponding categories of costs, beneficiaries and affiliated entities
- (b) If, as provided for in Article I.3.2(a) (ii) to (v), the grant takes the form of the reimbursement of eligible unit costs, lump sum costs or flat rate costs, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Commission for the corresponding categories of costs, beneficiaries and affiliated entities;

The amount of volunteers' work declared as direct eligible costs for the corresponding beneficiaries and affiliated entities must be limited to the following amount, whichever is the lowest:

- (i) the total sources of financing as indicated in the final financial statement and as accepted by the Commission multiplied by fifty per cent; or

- (ii) the amount of volunteers' work indicated in the estimated budget set out in Annex III.
- (c) If, as provided for in Article I.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Commission for the corresponding beneficiaries and affiliated entities;
- (d) If, as provided for in Article I.3.2(c), the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I;
- (e) If, as provided for in Article I.3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the corresponding beneficiaries and affiliated entities;
- (f) If, as provided for in Article I.3.2(e), the grant takes the form of financing not linked to costs, the Commission applies the amount specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that [the conditions specified in Annex I were fulfilled][and][the results specified in Annex I were achieved].

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

#### **II.25.2 Step 2 — Limit to *maximum amount of the grant***

The total amount paid to the beneficiaries by the Commission may in no circumstances exceed the *maximum amount of the grant*.

If the amount obtained following Step 1 is higher than this maximum amount, the final amount of the grant is limited to the latter.

If volunteers' work is declared as part of direct eligible costs, the final amount of the grant is limited to the amount of total eligible costs and contributions approved by the Commission minus the amount of volunteers' work approved by the Commission.

#### **II.25.3 Step 3 — Reduction due to the no-profit rule**

The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions.

The profit must be calculated as follows:

- (a) calculate the surplus of the total receipts of the action, over the total eligible costs of the action, as follows:

{ receipts of the action

minus

consolidated total eligible costs and contributions approved by the Commission corresponding to the amounts determined in accordance with Article II.25.1 }

The receipts of the action are calculated as follows:

{ the revenue generated by the *action* for beneficiaries and affiliated entities other than non-profit organisations

plus

the amount obtained following Steps 1 and 2 }

where the revenue generated by the *action* is the consolidated revenue established, generated or confirmed for beneficiaries and affiliated entities other than non-profit organisations on the date on which the request for payment of the balance is drawn up by the coordinator.

In-kind and financial contributions by third parties are not considered receipts.

- (b) If the amount calculated under point (a) is positive, this amount will be deducted from the amount calculated following Steps 1 and 2, in proportion to the final rate of reimbursement of the actual eligible costs of the *action* approved by the Commission for the categories of costs referred to in Article I.3.2(a)(i).

#### **II.25.4 Step 4 — Reduction due to improper implementation or breach of other obligations**

The Commission may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex I (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the *action* has been implemented improperly or to the seriousness of the breach.

Before the Commission reduces the grant, it must send a *formal notification* to the coordinator:

(a) informing it of:

- (i) its intention to reduce the *maximum amount of the grant*;
- (ii) the amount by which it intends to reduce the grant;
- (iii) the reasons for reduction;

(b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

If the Commission does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a *formal notification* informing the coordinator of its decision.

If the grant is reduced, the Commission must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the *action* or to the seriousness of the *breach of obligations*) from the *maximum amount of the grant*.

The final amount of the grant will be the lower of the following two:

- (a) the amount obtained following Steps 1 to 3; or
- (b) the reduced grant amount following Step 4.

## **ARTICLE II.26 — RECOVERY**

### **II.26.1 Recovery at the time of payment of the balance**

Where the payment of the balance takes the form of a recovery, the coordinator must repay the Commission the amount in question, even if it was not the final recipient of the amount due.

### **II.26.2 Recovery after payment of the balance**

Where an amount is to be recovered as provided for in Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings must repay the Commission the amount in question. Where the audit findings do not concern a specific beneficiary (or its affiliated entities), the coordinator must repay the Commission the amount in question, even if it was not the final recipient of the amount due.

Each beneficiary is responsible for the repayment of any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

### **II.26.3 Recovery procedure**

Before recovery, the Commission must send a *formal notification* to the beneficiary concerned:

- (a) informing it of its intention to recover the amount unduly paid;
- (b) specifying the amount due and the reasons for recovery; and
- (c) inviting the beneficiary to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the recovery procedure, the Commission may confirm recovery by sending a *formal notification* to the beneficiary consisting of a debit note, specifying the terms and the date for payment.

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

- (a) by offsetting it, without the beneficiary's prior consent, against any amounts owed to the beneficiary by the Commission or an executive agency (from the Union or the European Atomic Energy Community (Euratom) budget) ('offsetting');

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

An action may be brought against such offsetting before the General Court of the European Union in accordance with Article 263 TFEU;

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.5.2 ('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 III as last amended);
- (d) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

#### **II.26.4 Interest on late payment**

If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in Article I.5.6 from the day following the date for payment in the debit note up to and including the date the Commission receives full payment of the amount.

Partial payments must first be credited against charges and late-payment interest and then against the principal.

#### **II.26.5 Bank charges**

Bank charges incurred in the recovery process must be borne by the beneficiary concerned, unless Directive 2007/64/EC<sup>4</sup> applies.

### **ARTICLE II.27 — CHECKS, AUDITS AND EVALUATIONS**

#### **II.27.1 Technical and financial checks, audits, interim and final evaluations**

The Commission may, during the implementation of the *action* or afterwards, carry out technical and financial checks and audits to determine that the beneficiaries are implementing the *action* properly and are complying with the obligations under the Agreement. It may also check the beneficiaries' statutory records for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided as part of checks or audits must be treated on a confidential basis.

In addition, the Commission may carry out an interim or final evaluation of the impact of the *action*, measured against the objective of the Union programme concerned.

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<sup>4</sup> Directive 2007/64/EC<sup>4</sup> of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC.

Commission checks, audits or evaluations may be carried out either directly by the Commission's own staff or by any other outside body authorised to do so on its behalf.

The Commission may initiate such checks, audits or evaluations during the implementation of the Agreement and during a period of five years starting from the date of payment of the balance. This period is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The check, audit or evaluation procedures are considered to be initiated on the date of receipt of the letter of the Commission announcing it.

If the audit is carried out on an affiliated entity, the beneficiary concerned must inform that affiliated entity.

### **II.27.2 Duty to keep documents**

The beneficiaries must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.

The period during which documents must be kept is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The periods set out in the first and second subparagraphs are longer 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 such cases, the beneficiaries must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

### **II.27.3 Obligation to provide information**

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 Commission or by any other outside body authorised by the Commission. Where appropriate, 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 Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

#### **II.27.4 On-the-spot visits**

During an on-the-spot visit, the beneficiaries must allow Commission staff and outside personnel authorised by the Commission to have access to the sites and premises where the *action* is or was carried out, and to all the necessary information, including information in electronic format.

They must ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

If the beneficiary concerned refuses to provide access to the sites, premises and information as required in the first and second subparagraphs, the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

#### **II.27.5 Contradictory audit procedure**

On the basis of the findings made during the audit, a provisional report ('draft audit report') must be drawn up. It must be sent by the Commission or its authorised representative to the beneficiary concerned, which must have 30 calendar days from the date of receipt to submit observations. The final report ('final audit report') must be sent to the beneficiary concerned within 60 calendar days of expiry of the time limit for submission of observations.

#### **II.27.6 Effects of audit findings**

On the basis of the final audit findings, the Commission may take the measures it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it, as provided for in Article II.26.

In the case of final audit findings after the payment of the balance, the amount to be recovered corresponds to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*.

#### **II.27.7 Correction of systemic or recurrent irregularities, fraud or breach of obligations**

**II.27.7.1** The Commission may extend audit findings from other grants to this grant if:

- (a) the beneficiary concerned is found to have committed systemic or recurrent *irregularities, fraud or breach of obligations* in other EU or Euratom grants awarded under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant; and
- (b) the final audit findings are sent to the beneficiary concerned through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1.



The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;
- (d) suspension of payments as provided for in Article II.24.1;
- (e) suspension of the *action* implementation as provided for in Article II.16.2;
- (f) termination as provided for in Article II.17.3.

**II.27.7.2** The Commission must send a *formal notification* to the beneficiary concerned informing it of the systemic or recurrent *irregularities, fraud or breach of obligations* and of its intention to extend the audit findings, together with the list of grants affected.

(a) If the findings concern eligibility of costs the procedure is as follows:

**Step 1** — The *formal notification* must include:

- (i) an invitation to submit observations on the list of grants affected by the findings;
- (ii) a request to submit revised financial statements for all grants affected;
- (iii) where possible, the correction rate for extrapolation established by the Commission to calculate the amounts to be rejected on the basis of the systemic or recurrent *irregularities, fraud or breach of obligations*, if the beneficiary concerned:
  - considers that the submission of revised financial statements is not possible or practicable;
  - or
  - will not submit revised financial statements.

**Step 2** — The beneficiary concerned has 60 calendar days from when it receives the *formal notification* to submit observations and revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Commission in justified cases.

**Step 3** — If the beneficiary concerned submits revised financial statements that take account of the findings the Commission will determine the amount to be corrected on the basis of those revised statements.

If the beneficiary proposes an alternative correction method and the Commission accepts it, the Commission must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it accepts the alternative method;
- (ii) of the revised eligible costs determined by applying this method.

Otherwise the Commission must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it does not accept the observations or the alternative method proposed;

- (ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

If the systemic or recurrent *irregularities, fraud or breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

- (i) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission or on the basis of the revised eligible costs after extrapolation; and
  - (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*;
- (b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

**Step 1** — The *formal notification* must include:

- (i) an invitation to the beneficiary to submit observations on the list of grants affected by the findings and
- (ii) the correction flat rate the Commission intends to apply to the *maximum amount of the grant* or to part of it, according to the principle of proportionality.

**Step 2** — The beneficiary concerned has 60 calendar days from receiving the *formal notification* to submit observations or to propose a duly substantiated alternative flat-rate.

**Step 3** — If the Commission accepts the alternative flat rate proposed by the beneficiary, it must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it accepts the alternative flat-rate;
- (ii) of the corrected grant amount by applying this flat rate.

Otherwise the Commission must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it does not accept the observations or the alternative flat rate proposed;
- (ii) of the corrected grant amount by applying the flat rate initially notified to the beneficiary.

If the systemic or recurrent *irregularities, fraud or breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

- (i) the revised final amount of the grant after flat-rate correction; and
- (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*.

#### **II.27.8 Rights of OLAF**

The European Anti-Fraud Office (OLAF) has the same rights as the Commission, particularly the right of access, for the purpose of checks and investigations.

Under Council Regulation (Euratom, EC) No 2185/96<sup>5</sup> and Regulation (EU, Euratom) No 883/2013<sup>6</sup> OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against *fraud* and other *irregularities*.

Where appropriate, OLAF findings may lead to the Commission recovering amounts from beneficiaries.

Moreover, findings arising from an OLAF investigation may lead to criminal prosecutions under national law.

#### **II.27.9 Rights of the European Court of Auditors and EPPO**

The European Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939<sup>7</sup> ('the EPPO') have the same rights as the Commission, particularly the right of access, for the purpose of checks, audits and investigations.

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<sup>5</sup> Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities.

<sup>6</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

<sup>7</sup> Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office

Project 2019-1-NL01-KA203-060532

Project

Project Code	2019-1-NL01-KA203-060532
Submission ID	1563720

The beneficiary will implement the Project as described in the grant application with the aforementioned submission code.

Budget Summary

Budget allocation per budget heading as indicated in this section can be modified by the beneficiary, except in the cases requiring an amendment approved by the National Agency, as specified in the article I.3.3 of the Special Conditions of this Grant Agreement.

Budget Items	Total Grant
Project Management and Implementation	81.000,00
Transnational Project Meetings	31.050,00
Intellectual Outputs	246.812,00
Multiplier Events	28.000,00
Learning/Teaching/Training Activities	27.408,00
Exceptional Costs	16.120,00
Total Grant	430.390,00

Budget Details

## Transnational Project Meetings

Total no. of Participants	Distance Band	No. of Participants	Total Grant
Consortium Meeting 1	0 - 99 km	2	0,00
Consortium Meeting 1	100 - 1999 km	12	6.900,00
Consortium Meeting 2	100 - 1999 km	14	8.050,00
Consortium Meeting 3	100 - 1999 km	14	8.050,00
Consortium Meeting 4	0 - 99 km	2	0,00
Consortium Meeting 4	100 - 1999 km	14	8.050,00
Total		58	31.050,00

## Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O1: Open Access Textbook "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	1.149	201.831,00
O2: Online lectures "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	87	15.287,00
O3: Online source collection "The European Experience. The Many Encounters with European History"	Technicians	110	20.900,00
O4: Report on Co-Teaching "Best Practices for Teaching Multiperspective European History"	Teachers/Trainers/Researchers	50	8.794,00
Total		1.396	246.812,00

## Multiplier Events

Event	Country of Venue	No. of Local Participants	No. of Foreign Participants	Total Grant
E1: Conference "Teaching European History in the 21st Century"	HU - Hungary	20	40	10.000,00
E2: Final conference	BE - Belgium	20	80	18.000,00
Total		40	120	28.000,00

## Learning/Teaching/Training Activities

Activity		Travel		Exceptional Costs for Expensive Travel		Individual Support					Linguistic Support	
		Total no. of Participants	Total Grant	No. of Participants	Total Grant	Total Funded Duration (days)	No. of Participants	Total Funded Duration for Accompanying Persons (days)	No. of Accompanying Persons	Total Grant	No. of Participants	Total Grant
Intensive programmes for higher education learners	C2	8	2.010,00	0	0,00	56	8	0	0	3.248,00	7	0,00
	C4	8	2.010,00	0	0,00	56	8	0	0	3.248,00	8	0,00
	C6	8	1.820,00	0	0,00	56	8	0	0	3.248,00	8	0,00
Intensive programmes for teaching staff	C1	4	1.005,00	0	0,00	28	4	0	0	2.968,00	4	0,00
	C3	4	1.005,00	0	0,00	28	4	0	0	2.968,00	4	0,00
	C5	4	910,00	0	0,00	28	4	0	0	2.968,00	4	0,00
Total		36	8.760,00	0	0,00	252	36	0	0	18.648,00	35	0,00

## Exceptional Costs

Description of the Cost Item	Total Grant
Publisher services for intellectual output O1	6.120,00
Web development for intellectual output O3	10.000,00
Total	16.120,00

## Participating Organisation(s)

### UNIVERSIDAD AUTONOMA DE MADRID

Latin Legal Name	UNIVERSIDAD AUTONOMA DE MADRID
Organisation Role	Partner Organisation
Legal Form	ORGANISMO AUTONOMO
Address	CALLE EINSTEIN 3 CIUDAD UNIV CANTOBLANCO RECTORADO 000 - 28049, MADRID - Spain
Country	Spain
VAT	ESQ2818013A
PIC	
Erasmus Code	E MADRID04



**EOTVOS LORAND TUDOMANYEGYETEM**

Latin Legal Name	EOTVOS LORAND TUDOMANYEGYETEM
Organisation Name	Eötvös Loránd Tudományegyetem
Organisation Role	Partner Organisation
Registration Number	2147418
Legal Form	UNKNOWN
Address	EGYETEM TER 1-3 000 - 1053, BUDAPEST - Hungary
Country	Hungary
VAT	HU15308744
PIC	██████
Erasmus Code	HU BUDAPES01


**HUMBOLDT-UNIVERSITAET ZU BERLIN**

Latin Legal Name	HUMBOLDT-UNIVERSITAET ZU BERLIN
Organisation Role	Partner Organisation
Registration Number	not applicable
Legal Form	UNKNOWN
Address	UNTER DEN LINDEN 6 - 10099, BERLIN - Germany
Country	Germany
VAT	DE137176824
PIC	██████
Erasmus Code	D BERLIN13

## UNIVERZITA KARLOVA

Latin Legal Name	UNIVERZITA KARLOVA
Organisation Role	Partner Organisation
Registration Number	00216208
Legal Form	UNKNOWN
Address	OVOČNY TRH 560/5 - 116 36, PRAHA 1 - Czech Republic
Country	Czech Republic
VAT	CZ00216208
PIC	
Erasmus Code	CZ PRAHA07

## UNIVERSITE DE LILLE

Latin Legal Name	UNIVERSITE DE LILLE
Organisation Role	Partner Organisation
Registration Number	130023583
Legal Form	UNKNOWN
Address	42 RUE PAUL DUEZ - 59800, LILLE - France
Country	France
PIC	
Erasmus Code	F LILLE103

## EUROCLIO-DE EUROPESE VERENIGING VOOR GESCHIEDENISONDERWIJSGEVENDEN

Latin Legal Name	EUROCLIO-DE EUROPESE VERENIGING VOOR GESCHIEDENISONDERWIJSGEVENDEN
Organisation Role	Partner Organisation
Registration Number	27263208
Legal Form	VERENIGING
Address	RIOUWSTRAAT 139 000 - 2585 HP, DEN HAAG - Netherlands
Country	Netherlands
PIC	

## UNIVERSITEIT UTRECHT

Latin Legal Name	UNIVERSITEIT UTRECHT
Organisation Name	Universiteit Utrecht
Organisation Role	Coordinator
Legal Form	UNKNOWN
Address	HEIDELBERGLAAN 8 - 3584 CS, UTRECHT - Netherlands
Country	Netherlands
VAT	NL001798650B01
PIC	
Erasmus Code	NL UTRECHT01

**THE UNIVERSITY OF SHEFFIELD**

Latin Legal Name	THE UNIVERSITY OF SHEFFIELD
Organisation Role	Partner Organisation
Registration Number	RC000667
Legal Form	UNKNOWN
Address	FIRTH COURT WESTERN BANK 000 - S10 2TN, SHEFFIELD - United Kingdom
Country	United Kingdom
VAT	GB648238808
PIC	
Erasmus Code	UK SHEFFIE01

## Budget details per Participating Organisations

Budget allocation per organisation as indicated in this section is not obligatory and may be modified by the beneficiary under the condition that the activities and outputs of the project are realised and delivered in accordance with this Grant Agreement and the work plan presented in the corresponding application form.

### UNIVERSITEIT UTRECHT

Budget Items	Total Grant
Project Management and Implementation	18.000,00
Transnational Project Meetings	3.450,00
Intellectual Outputs	45.067,00
Multiplier Events	18.000,00
Learning/Teaching/Training Activities	4.473,00
Exceptional Costs for Expensive Travel	0,00
Special Needs Support	0,00
Exceptional Costs	6.120,00
Exceptional Costs Guarantee	0,00
Total Grant	95.110,00

### Transnational Project Meetings

Total no. of Participants	Distance Band	Total Grant
6	100 - 1999 km	3.450,00
Total		3.450,00

## Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O1: Open Access Textbook "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	165	39.765,00
O2: Online lectures "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	13	3.133,00
O4: Report on Co-Teaching "Best Practices for Teaching Multiperspective European History"	Teachers/Trainers/Researchers	9	2.169,00
Total		187	45.067,00

## Multiplier Events

Event	Country of Venue	No. of Local Participants	No. of Foreign Participants	Total Grant
E2: Final conference	BE - Belgium	20	80	18.000,00
Total		20	80	18.000,00

## Learning/Teaching/Training Activities

Activity		Travel		Exceptional Costs for Expensive Travel		Individual Support					Linguistic Support	
		No. of Participants	Total Grant	No. of Participants	Total Grant	Total Funded Duration (days)	No. of Participants	Total Funded Duration for Accompanying Persons (days)	No. of Accompanying Persons	Total Grant	No. of Participants	Total Grant
Intensive programmes for higher education learners	C4	2	550,00	0	0,00	14	2	0	0	812,00	2	0,00
	C6	2	360,00	0	0,00	14	2	0	0	812,00	2	0,00
Intensive programmes for teaching staff	C3	1	275,00	0	0,00	7	1	0	0	742,00	1	0,00
	C5	1	180,00	0	0,00	7	1	0	0	742,00	1	0,00
Total		6	1.365,00	0	0,00	42	6	0	0	3.108,00	6	0,00

Exceptional Costs

Description and Justification	Total Grant
Publisher services for intellectual output O1	6.120,00
Total	6.120,00



## EOTVOS LORAND TUDOMANYEGYETEM

Budget Items	Total Grant
Project Management and Implementation	9.000,00
Transnational Project Meetings	3.450,00
Intellectual Outputs	13.542,00
Multiplier Events	10.000,00
Learning/Teaching/Training Activities	4.473,00
Exceptional Costs for Expensive Travel	0,00
Special Needs Support	0,00
Exceptional Costs	0,00
Exceptional Costs Guarantee	0,00
Total Grant	40.465,00

## Transnational Project Meetings

Total no. of Participants	Distance Band	Total Grant
6	100 - 1999 km	3.450,00
Total		3.450,00

## Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O1: Open Access Textbook "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	165	12.210,00
O2: Online lectures "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	12	888,00
O4: Report on Co-Teaching "Best Practices for Teaching Multiperspective European History"	Teachers/Trainers/Researchers	6	444,00
Total		183	13.542,00

## Multiplier Events

Event	Country of Venue	No. of Local Participants	No. of Foreign Participants	Total Grant
E1: Conference "Teaching European History in the 21st Century"	HU - Hungary	20	40	10.000,00
Total		20	40	10.000,00

## Learning/Teaching/Training Activities

Activity		Travel		Exceptional Costs for Expensive Travel		Individual Support					Linguistic Support	
		No. of Participants	Total Grant	No. of Participants	Total Grant	Total Funded Duration (days)	No. of Participants	Total Funded Duration for Accompanying Persons (days)	No. of Accompanying Persons	Total Grant	No. of Participants	Total Grant
Intensive programmes for higher education learners	C4	2	360,00	0	0,00	14	2	0	0	812,00	2	0,00
	C6	2	550,00	0	0,00	14	2	0	0	812,00	2	0,00
Intensive programmes for teaching staff	C3	1	180,00	0	0,00	7	1	0	0	742,00	1	0,00
	C5	1	275,00	0	0,00	7	1	0	0	742,00	1	0,00
Total		6	1.365,00	0	0,00	42	6	0	0	3.108,00	6	0,00

## EUROCLIO-DE EUROPESE VERENIGING VOOR GESCHIEDENISONDERWIJSGEVENDEN

Budget Items	Total Grant
Project Management and Implementation	9.000,00
Transnational Project Meetings	3.450,00
Intellectual Outputs	20.900,00
Multiplier Events	0,00
Learning/Teaching/Training Activities	0,00
Exceptional Costs for Expensive Travel	0,00
Special Needs Support	0,00
Exceptional Costs	10.000,00
Exceptional Costs Guarantee	0,00
Total Grant	43.350,00

### Transnational Project Meetings

Total no. of Participants	Distance Band	Total Grant
8	0 - 99 km	3.450,00
Total		3.450,00

### Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O3: Online source collection "The European Experience. The Many Encounters with European History"	Technicians	110	20.900,00
Total		110	20.900,00

Exceptional Costs

Description and Justification	Total Grant
Web development for intellectual output O3	10.000,00
Total	10.000,00

## HUMBOLDT-UNIVERSITAET ZU BERLIN

Budget Items	Total Grant
Project Management and Implementation	9.000,00
Transnational Project Meetings	4.600,00
Intellectual Outputs	39.162,00
Multiplier Events	0,00
Learning/Teaching/Training Activities	4.758,00
Exceptional Costs for Expensive Travel	0,00
Special Needs Support	0,00
Exceptional Costs	0,00
Exceptional Costs Guarantee	0,00
Total Grant	57.520,00

## Transnational Project Meetings

Total no. of Participants	Distance Band	Total Grant
8	100 - 1999 km	4.600,00
Total		4.600,00

## Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O1: Open Access Textbook "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	165	35.310,00
O2: Online lectures "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	12	2.568,00
O4: Report on Co-Teaching "Best Practices for Teaching Multiperspective European History"	Teachers/Trainers/Researchers	6	1.284,00
Total		183	39.162,00

## Learning/Teaching/Training Activities

Activity		Travel		Exceptional Costs for Expensive Travel		Individual Support					Linguistic Support	
		No. of Participants	Total Grant	No. of Participants	Total Grant	Total Funded Duration (days)	No. of Participants	Total Funded Duration for Accompanying Persons (days)	No. of Accompanying Persons	Total Grant	No. of Participants	Total Grant
Intensive programmes for higher education learners	C2	2	550,00	0	0,00	14	2	0	0	812,00	2	0,00
	C4	2	550,00	0	0,00	14	2	0	0	812,00	2	0,00
Intensive programmes for teaching staff	C1	1	275,00	0	0,00	7	1	0	0	742,00	1	0,00
	C3	1	275,00	0	0,00	7	1	0	0	742,00	1	0,00
Total		6	1.650,00	0	0,00	42	6	0	0	3.108,00	6	0,00

THE UNIVERSITY OF SHEFFIELD

Budget Items	Total Grant
Project Management and Implementation	9.000,00
Transnational Project Meetings	4.600,00
Intellectual Outputs	38.520,00
Multiplier Events	0,00
Learning/Teaching/Training Activities	4.188,00
Exceptional Costs for Expensive Travel	0,00
Special Needs Support	0,00
Exceptional Costs	0,00
Exceptional Costs Guarantee	0,00
Total Grant	56.308,00

Transnational Project Meetings

Total no. of Participants	Distance Band	Total Grant
8	100 - 1999 km	4.600,00
Total		4.600,00

Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O1: Open Access Textbook "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	162	34.668,00
O2: Online lectures "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	12	2.568,00
O4: Report on Co-Teaching "Best Practices for Teaching Multiperspective European History"	Teachers/Trainers/Researchers	6	1.284,00
Total		180	38.520,00



## Learning/Teaching/Training Activities

Activity		Travel		Exceptional Costs for Expensive Travel		Individual Support					Linguistic Support	
		No. of Participants	Total Grant	No. of Participants	Total Grant	Total Funded Duration (days)	No. of Participants	Total Funded Duration for Accompanying Persons (days)	No. of Accompanying Persons	Total Grant	No. of Participants	Total Grant
Intensive programmes for higher education learners	C2	2	360,00	0	0,00	14	2	0	0	812,00	1	0,00
	C6	2	360,00	0	0,00	14	2	0	0	812,00	2	0,00
Intensive programmes for teaching staff	C1	1	180,00	0	0,00	7	1	0	0	742,00	1	0,00
	C5	1	180,00	0	0,00	7	1	0	0	742,00	1	0,00
Total		6	1.080,00	0	0,00	42	6	0	0	3.108,00	5	0,00

## UNIVERSIDAD AUTONOMA DE MADRID

Budget Items	Total Grant
Project Management and Implementation	9.000,00
Transnational Project Meetings	3.450,00
Intellectual Outputs	25.208,00
Multiplier Events	0,00
Learning/Teaching/Training Activities	4.758,00
Exceptional Costs for Expensive Travel	0,00
Special Needs Support	0,00
Exceptional Costs	0,00
Exceptional Costs Guarantee	0,00
Total Grant	42.416,00

## Transnational Project Meetings

Total no. of Participants	Distance Band	Total Grant
6	100 - 1999 km	3.450,00
Total		3.450,00

## Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O1: Open Access Textbook "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	165	22.605,00
O2: Online lectures "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	13	1.781,00
O4: Report on Co-Teaching "Best Practices for Teaching Multiperspective European History"	Teachers/Trainers/Researchers	6	822,00
Total		184	25.208,00

## Learning/Teaching/Training Activities

Activity		Travel		Exceptional Costs for Expensive Travel		Individual Support					Linguistic Support	
		No. of Participants	Total Grant	No. of Participants	Total Grant	Total Funded Duration (days)	No. of Participants	Total Funded Duration for Accompanying Persons (days)	No. of Accompanying Persons	Total Grant	No. of Participants	Total Grant
Intensive programmes for higher education learners	C2	2	550,00	0	0,00	14	2	0	0	812,00	2	0,00
	C6	2	550,00	0	0,00	14	2	0	0	812,00	2	0,00
Intensive programmes for teaching staff	C1	1	275,00	0	0,00	7	1	0	0	742,00	1	0,00
	C5	1	275,00	0	0,00	7	1	0	0	742,00	1	0,00
Total		6	1.650,00	0	0,00	42	6	0	0	3.108,00	6	0,00

## UNIVERSITE DE LILLE

Budget Items	Total Grant
Project Management and Implementation	9.000,00
Transnational Project Meetings	3.450,00
Intellectual Outputs	38.520,00
Multiplier Events	0,00
Learning/Teaching/Training Activities	2.379,00
Exceptional Costs for Expensive Travel	0,00
Special Needs Support	0,00
Exceptional Costs	0,00
Exceptional Costs Guarantee	0,00
Total Grant	53.349,00

## Transnational Project Meetings

Total no. of Participants	Distance Band	Total Grant
8	0 - 99 km	3.450,00
Total		3.450,00

## Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O1: Open Access Textbook "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	162	34.668,00
O2: Online lectures "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	12	2.568,00
O4: Report on Co-Teaching "Best Practices for Teaching Multiperspective European History"	Teachers/Trainers/Researchers	6	1.284,00
Total		180	38.520,00

## Learning/Teaching/Training Activities

Activity		Travel		Exceptional Costs for Expensive Travel		Individual Support					Linguistic Support	
		No. of Participants	Total Grant	No. of Participants	Total Grant	Total Funded Duration (days)	No. of Participants	Total Funded Duration for Accompanying Persons (days)	No. of Accompanying Persons	Total Grant	No. of Participants	Total Grant
Intensive programmes for higher education learners	C4	2	550,00	0	0,00	14	2	0	0	812,00	2	0,00
Intensive programmes for teaching staff	C3	1	275,00	0	0,00	7	1	0	0	742,00	1	0,00
Total		3	825,00	0	0,00	21	3	0	0	1.554,00	3	0,00

## UNIVERZITA KARLOVA

Budget Items	Total Grant
Project Management and Implementation	9.000,00
Transnational Project Meetings	4.600,00
Intellectual Outputs	25.893,00
Multiplier Events	0,00
Learning/Teaching/Training Activities	2.379,00
Exceptional Costs for Expensive Travel	0,00
Special Needs Support	0,00
Exceptional Costs	0,00
Exceptional Costs Guarantee	0,00
Total Grant	41.872,00

## Transnational Project Meetings

Total no. of Participants	Distance Band	Total Grant
8	100 - 1999 km	4.600,00
Total		4.600,00

## Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O1: Open Access Textbook "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	165	22.605,00
O2: Online lectures "The European Experience. The Many Encounters with European History"	Teachers/Trainers/Researchers	13	1.781,00
O4: Report on Co-Teaching "Best Practices for Teaching Multiperspective European History"	Teachers/Trainers/Researchers	11	1.507,00
Total		189	25.893,00

## Learning/Teaching/Training Activities

Activity		Travel		Exceptional Costs for Expensive Travel		Individual Support					Linguistic Support	
		No. of Participants	Total Grant	No. of Participants	Total Grant	Total Funded Duration (days)	No. of Participants	Total Funded Duration for Accompanying Persons (days)	No. of Accompanying Persons	Total Grant	No. of Participants	Total Grant
Intensive programmes for higher education learners	C2	2	550,00	0	0,00	14	2	0	0	812,00	2	0,00
Intensive programmes for teaching staff	C1	1	275,00	0	0,00	7	1	0	0	742,00	1	0,00
Total		3	825,00	0	0,00	21	3	0	0	1.554,00	3	0,00



## **ANNEX III – FINANCIAL and CONTRACTUAL RULES**

### **I. RULES APPLICABLE TO BUDGET CATEGORIES BASED ON UNIT CONTRIBUTIONS**

#### **I.1 Conditions for eligibility of unit contributions**

Where the grant takes the form of a unit contribution, the number of units must comply with the following conditions:

- (a) the units must be actually used or produced in the period set out in Article I.2.2 of the Special Conditions;
- (b) the units must be necessary for implementing the Project or produced by it;
- (c) the number of units must be identifiable and verifiable, in particular supported by records and documentation specified in this annex.

#### **I.2 Calculation and supporting documents for unit contributions**

##### **A. Project management and implementation**

- (a) Calculation of the grant amount: the grant amount is calculated by multiplying the total number of months of the project duration by the unit contribution applicable to the beneficiary, as specified in Annex IV of the Agreement. The beneficiaries must agree on the distribution of the amount between them depending on their respective workload and contribution to the project activities and results.
- (b) Triggering event: the event that conditions the entitlement to the grant is that the beneficiary implements the project activities and produces the project outputs to be covered from this budget category as applied for in the grant application and as approved by the National Agency.
- (c) Supporting documents: proof of activities undertaken and outputs produced will be provided in the form of a description of these activities and outputs in the final report. In addition, outputs produced must be uploaded by the coordinator in the Erasmus+ Project Results Platform and/or, depending on their nature, available for checks and audits at the premises of the beneficiaries.
- (d) Reporting: on behalf of the Project as a whole, the coordinator must report on the final distribution of funds and on undertaken activities and results.

##### **B. Transnational project meetings**

- (a) Calculation of the grant amount: the grant amount is calculated by multiplying the total number of participations by the unit contribution applicable, as specified in Annex IV of the Agreement.

By default, the place of origin is understood as the place where the sending organisation is located and the place of venue as the place where the receiving organisation is located. If a different place of origin or venue is reported, the beneficiary must provide the reason for this difference.

- (b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually participated in the transnational project meeting.
- (c) Supporting documents:
  - Travel: Proof of attendance of the activity in the form of an attendance list or individual attendance certificates signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its starting and end date;
  - In case of travel from a place different than that where the sending organisation is located and/or travel to a place different than that where the receiving organisation is located which leads to a change of distance band, the actual travel itinerary must be supported with travel tickets or other invoices specifying the place of departure and the place of arrival.
  - Proof of attendance of the transnational project meeting in the form of a participants list signed by the participants and the receiving organisation specifying the name, date and place of the transnational project meeting, and for each participant: name and signature of the person, name and address of the sending organisation of the person;
  - Detailed agenda and any documents used or distributed at the transnational project meeting.
- (d) Reporting:
  - The coordinator must report on the venue of the meeting, the date and the number of participants.
  - In all cases, the beneficiaries must be able to demonstrate a formal link with the persons participating in transnational project meetings, whether they are involved in the Project as staff (whether on a professional or voluntary basis) or as learners of the beneficiary organisations.

### **C. Intellectual outputs**

- (a) Calculation of the grant amount: the grant amount is calculated by multiplying the number of days of work performed by the staff of the beneficiaries by the unit contribution applicable per day for the category of staff for the country in which the beneficiary concerned is established, as specified in Annex IV of the Agreement. The category applicable does not relate to the professional profile of the person, but to the function performed by the person in relation to the development of the intellectual output.

Staff costs for managers and administrative staff are expected to be covered already under the "Project management and implementation" budget item. These costs can be used under the "Intellectual Outputs" budget item only if applied for and approved by the NA, as specified in Annex II.
- (b) Triggering event: the event that conditions the entitlement to the grant is that the intellectual output has been produced and that it is of an acceptable quality level, as determined by the evaluation of the NA.
- (c) Supporting documents:

- proof of the intellectual output produced, which must be uploaded in the Erasmus+ Project Results Platform and/or, depending on its nature, available for checks and audits at the premises of the beneficiaries;
  - proof of the staff time invested in the production of the intellectual output in the form of a time sheet per person, identifying the name of the person, the category of staff in terms of the 4 categories specified in Annex IV, the dates and the total number of days of work of the person for the production of the intellectual output.
  - proof of the nature of the relationship between the person and the beneficiary concerned (such as type of employment contract, voluntary work, SME ownership, etc.), as registered in the official records of the beneficiary. In all cases, the beneficiaries must be able to demonstrate the formal link with the person concerned, whether he/she is involved in the Project on a professional or voluntary basis. Persons working for a beneficiary on the basis of service contract (e.g. translators, web designer etc.) are not considered as staff of the organisation concerned. Their working time can therefore not be claimed under "intellectual outputs" but may be eligible under "exceptional costs" under the conditions specified in the related section below.
- (d) Reporting:
- On behalf of the Project as a whole, the coordinator must report on the activities undertaken and results produced. The coordinator must include information on the start and end date and on the number of days of work per category of staff for each of the beneficiaries cooperating directly on the development of intellectual outputs.

#### **D. Multiplier events**

- (a) Calculation of the grant amount: the grant amount is calculated by multiplying the number of participants from organisations other than the beneficiary, the associated partners hosting a multiplier event and other project partner organisations as specified in the Agreement by the unit contribution applicable per participant, as specified in Annex IV of the Agreement.
- (b) Triggering event: the event that conditions the entitlement to the grant is that the multiplier event has taken place and that it is of an acceptable quality level, as determined by the evaluation of the NA.
- (c) Supporting documents:
- Proof of attendance of the multiplier event in the form of a participants list signed by the participants and the receiving organisation, specifying the name, date and place of the multiplier event, and for each participant: name and signature of the person, name and address of the sending organisation of the person (if applicable);
  - Detailed agenda and any documents used or distributed at the multiplier event.
- (d) Reporting:
- On behalf of the Project as a whole, the coordinator must report on the description of the multiplier event, the intellectual outputs covered, the leading and participating organisations, the venue of the meeting and the numbers of local and international participants

- In the case that the beneficiaries do not develop the intellectual outputs applied for and approved by the NA, the related Multiplier events will not be considered eligible for grant support either. If the NA awarded support for the development of several intellectual outputs but only some of them are ultimately realised, the NA must determine to which extent each of the related Multiplier events is eligible for grant support.

#### **E. Learning, teaching and training activities**

- (a) Calculation of the grant amount: the grant amount takes the form of a unit contribution towards the travel, individual support and linguistic support. It is calculated as follows:
- Travel: the grant amount is calculated by multiplying the number of participants by the unit contribution applicable to the distance band for the travel as specified in Annex IV of the Agreement; for the establishment of the distance band applicable, the beneficiaries must use the on-line distance calculator available on the Commission's website at [http://ec.europa.eu/programmes/erasmus-plus/tools/distance\\_en.htm](http://ec.europa.eu/programmes/erasmus-plus/tools/distance_en.htm).
  - Individual support: the grant amount is calculated by multiplying the number of days/months per participant, including accompanying persons staying up to 60 days, by the unit contribution applicable per day/month for the type of participant and for the receiving country concerned, as specified in Annex IV of the Agreement. In the case of incomplete months for activities exceeding 2 months, the grant amount is calculated by multiplying the number of days of the incomplete month by 1/30 of the unit contribution per month. If necessary, the beneficiary may add one day for travel directly before the first day of the activity and one day for travel directly following the last day of the activity; these extra days for travel will be considered for the calculation of the individual support.
  - Linguistic support: the grant amount is calculated by multiplying the total number of participants receiving linguistic support by the unit contribution applicable, as specified in Annex IV of the Agreement.
  - Support to participants in Learning, teaching and training activities taking place in their own country is eligible under this budget category, provided that the activities involve participants from beneficiary organisations from at least two different Programme Countries and that the distance between the place of departure and place of arrival as specified above is at least 10 km following the online distance band calculator.
  - In all cases, the beneficiaries must be able to demonstrate the formal link with the persons participating in Transnational training, teaching or learning activities, whether they are involved in the Project as staff (either on a professional or a voluntary basis) or as learners. [For HE: External experts – invited staff from HEIs not participating in the partnership, from companies or other associations – can also participate in Intensive Study Programmes.] [For Youth: However, such formal link is not required for young people participating in blended mobility and youth workers participating in short-term staff training events.
- (b) Triggering event:
- Travel costs: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity.
  - Individual support: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity.

- Linguistic support: the triggering event for the entitlement to the grant is that the participant has undertaken an activity exceeding 2 months and that the person has actually undertaken language preparation in the language of instruction or of work.
- (c) Supporting documents:
- Travel: Proof of attendance of the activity in the form of an attendance list or individual attendance certificates signed by the receiving organisation and specifying the names of the participants, the purpose of the activity, as well as its starting and end date;
  - Individual support: Proof of attendance of the activity in the form of an attendance list or individual attendance certificates signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its start and end date;
  - Linguistic support
    - Proof of attendance of courses in the form of a declaration signed by the course provider, specifying the name of the participant, the language taught, the format and duration of the linguistic support provided, or
    - Invoice for the purchase of learning materials, specifying the language concerned, the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice, or
    - In case the linguistic support is provided directly by the beneficiary: a declaration signed and dated by the participant, specifying the name of the participant, the language taught, the format and duration of the linguistic support received.
- (d) Reporting: The coordinator must report on the venue of all learning, teaching and training activities, the date and the number of participants.

## **II. RULES APPLICABLE FOR THE BUDGET CATEGORIES BASED ON REIMBURSEMENT OF ACTUAL INCURRED COSTS**

### **II.1. Conditions for the reimbursement of actual costs**

Where the grant takes the form of a reimbursement of actual costs, the following conditions must apply:

- (a) they are incurred by the beneficiaries;
- (b) they are incurred in the period set out in Article I.2.2.;
- (c) they are indicated in the estimated budget set out in Annex II or eligible following budget transfers in accordance with Article I.3.3;
- (d) they are incurred in connection with the Project as described in Annex II and are necessary for its implementation;
- (e) they are identifiable and verifiable, in particular are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country

where the beneficiary is established and with the beneficiary's usual cost accounting practices;

- (f) they comply with the requirements of applicable tax and social legislation;
- (g) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency;
- (h) they are not covered by a unit contribution as specified in Section I of this Annex.

## II.2. Calculation of actual cost

### A. **Special needs support**

- (a) Calculation of the grant amount: the grant is a reimbursement of 100% of the eligible costs actually incurred.
- (b) Eligible costs: costs directly related to participants with special needs and accompanying persons, including costs for subsistence of accompanying persons beyond the 60<sup>th</sup> day of stay, and that are additional to costs supported by a unit contribution as specified in Section I of this Annex.
- (c) Supporting documents: invoices of the actual costs incurred, specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice.

### B. **Exceptional costs**

- (a) Calculation of the grant amount: the grant is a reimbursement of:
  - 75% of the eligible costs actually incurred for subcontracting or purchase of goods and providing a financial guarantee,
  - and 80% of the eligible costs for expensive travel,with a maximum of € 50.000 per project excluding the costs of a financial guarantee if required by the Agreement.
- (b) Eligible costs:
  - Sub-contracting: sub-contracting and purchase of goods and services in so far as applied for by the beneficiary and in so far as approved by the NA as specified in Annex II;
  - Financial guarantee: costs relating to a pre-financing guarantee lodged by the beneficiary where such guarantee is required by the NA, as specified in Article I.4.2 of the Agreement.
  - Costs of travel in the most economical but also effective way for eligible participants for which the standard funding rule does not cover at least 70% of the eligible costs. The exceptional costs for expensive travel replace the standard travel grant.
  - Cost related to the depreciation costs of equipment or other assets (new or second-hand) as recorded in the accounting statements of the beneficiary, provided that the asset has been purchased in accordance with Article II.10 and that it is written off in accordance with the international accounting standards and the usual accounting practices of the beneficiary. The costs of rental or lease of equipment or other assets are also eligible, provided that these costs

do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee. In the case of equipment purchase, rental or lease only the amount corresponding to the share of time of the use of the equipment for the project can be claimed.

(c) Supporting documents:

- Sub-contracting: proof of payment of the related costs on the basis of invoices specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice.
- Financial guarantee: proof of the cost the financial guarantee issued by the body providing the guarantee to the beneficiary, specifying the name and address of the body issuing the financial guarantee, the amount and currency of the cost of the guarantee, and providing the date and signature of the legal representative of the body issuing the guarantee.
- Depreciations costs: proof of the purchase, rental or lease of the equipment, as recorded in the beneficiary's accounting statements, justifying that these costs correspond to the period set out in Article I.2.2 and the rate of actual use for the purposes of the Project may be taken into account;
- In the case of travel costs: proof of payment of the related costs on the basis of invoices specifying the name and address of the body issuing the invoice, the amount and currency, the date of the invoice and the travel route.

### **III. CONDITIONS OF ELIGIBILITY OF PROJECT ACTIVITIES**

- a) The beneficiaries must ensure that the activities of the project for which grant support was awarded are eligible in accordance with the rules set out in the Erasmus+ Programme Guide for each Key Action and each field.
- b) Activities undertaken that are not compliant with the rules set out in the Erasmus+ Programme Guide as complemented by the rules set out in this Annex must be declared ineligible by the NA and the grant amounts corresponding to the activities concerned must be reimbursed in full. The reimbursement must cover all budget categories for which a grant was awarded in relation to the activity that is declared ineligible.
- c) The eligible minimum duration of mobility activities specified in the Programme Guide is the minimum duration of the activity excluding time for travel.

### **IV. RULES AND CONDITIONS FOR GRANT REDUCTION FOR POOR, PARTIAL OR LATE IMPLEMENTATION**

- Poor, partial or late implementation of the Project may be established by the NA on the basis of:
  - The final report submitted by the coordinator;
  - The products and outputs produced by the project;
- The NA may consider also information received from any other relevant source, proving that the Project is not implemented in accordance with the contractual provisions. Other sources of information may include monitoring visits, desk checks or on the spot checks undertaken by the NA.

- The final report will be evaluated on the basis of quality criteria and scored on a total of maximum 100 points. If the final report scores below 50 points in total, the NA may reduce the final grant amount on the basis of poor, partial or late implementation of the Project even if all activities reported were eligible and actually took place.
- [For HE accredited organisations: In the case of accredited organisations, if the NA considers that the implementation of the Project does not respect the quality commitment undertaken by the beneficiaries, the NA may in addition or alternatively impose the implementation of an action plan to ensure respect of the applicable quality and compliance requirements by the beneficiaries concerned within a given timeframe. If the beneficiaries do not implement the action plan satisfactorily by the due date, the NA may withdraw the accreditation of the beneficiaries concerned].
- The final report, products and outputs will be assessed by the NA, using a common set of quality criteria focusing on:
  - The extent to which the project was implemented in line with the approved grant application
  - The quality of activities undertaken and their consistency with the project objectives
  - The quality of the products and outputs produced
  - The learning outcomes and impact on participants
  - The extent to which the project proved to be innovative/complementary to other initiatives
  - The extent to which the project proved to add value at EU level
  - The extent to which the project implemented effective quality measures as well as measures for evaluating the project's outcomes
  - The impact on the participating organisations
  - In case of learning, teaching and training activities: the quality of the practical arrangements provided in support of the mobility, in terms of preparation, monitoring and support to participants during their mobility activity, the quality arrangements for the recognition/validation of the learning outcomes of participants
  - The quality and scope of the dissemination activities undertaken
  - The potential wider impact of the project on individuals and organisations beyond the beneficiaries
- A grant reduction based on poor, partial or late implementation may be applied to the total final amount of eligible expenses and may be of:
  - 25% if the final report scores at least 40 points and below 50 points;
  - 50% if the final report scores at least 25 points and below 40 points;
  - 75% if the final report scores below 25 points.

## **V. GRANT MODIFICATIONS (NOT APPLICABLE)**

## **VI. CHECKS OF GRANT BENEFICIARIES AND PROVISION OF SUPPORTING DOCUMENTS**

In accordance with Article II.27 of Annex I of the Agreement, the beneficiaries may be subject to checks and audits in relation to the Agreement. Checks and audits aim at verifying whether the beneficiaries



managed the grant in respect of the rules set out in the Agreement, in order to establish the final grant amount to which the beneficiaries are entitled.

A final report check must be performed for all projects. In addition, the project may be subject to a further desk check or on-the-spot check if the project Agreement is included in the NA sample required by the European Commission or if the NA selected the Agreement for a targeted check based on its risk assessment.

For final report check and desk check, the coordinator must supply to the NA copies of supporting documents specified in the section I.2 (including supporting documents from the other beneficiaries) to the NA, unless the NA makes a request for originals to be delivered. The NA must return original supporting documents to the beneficiary upon its analysis thereof. If the beneficiary is legally not authorised to send original documents for final report or desk checks, the beneficiary concerned may send a copy of the supporting documents instead.

The beneficiaries may be requested by the NA to provide for any type of check, additional supporting documents or evidence that are typically required for another type of check, as specified in article II.27 of the General Conditions.

The different checks must include the following:

**a) Final report check**

The final report check is undertaken at final report stage at the NA premises in order to establish the final grant amount to which the beneficiaries are entitled.

The coordinator must submit to the National Agency a final report through Mobility Tool+ which will include the following information on grant expenditure:

- Unit contributions consumed for budget categories:
  - Project management and implementation
  - Transnational project meetings
  - [Strategic Partnerships for Innovation only]: Intellectual outputs]
  - [Strategic Partnerships for Innovation only]: Multiplier events]
  - Travel
  - Individual support
  - Linguistic support
- Actual costs incurred for budget category:
  - Special needs support
- Actual contributions incurred and supporting documents specified in Section II of this Annex for budget category:
  - Exceptional costs
- Project results, by uploading them in the Erasmus+ Project Results Platform.

**b) Desk check**

The desk check is an in-depth check of supporting documents at the NA premises that may be conducted at or after the final report stage.

Upon request, the coordinator must submit to the National Agency the supporting documents for all budget categories.

**c) On-the-spot checks**

On-the-spot checks are performed by the NA at the premises of the beneficiaries or at any other relevant premise for the execution of the Project. During on-the-spot checks, the beneficiaries must make available for review by the National Agency original supporting documentation as specified for final report and desk checks.

There are two types of possible on-the-spot checks:

- ***On-the-spot check during project implementation***

This check is undertaken during the implementation of the Project in order for the National Agency to verify directly the reality and eligibility of all project activities and participants.

- ***On-the-spot check after completion of the project***

This check is undertaken after the end of the Project and usually after the final report check.

In addition to providing all supporting documentation, the beneficiaries must enable the National Agency access to the recording of project expenses in the beneficiaries accounts.

## ANNEX IV: RATES APPLICABLE FOR UNIT CONTRIBUTIONS

### KEY ACTION 2 – STRATEGIC PARTNERSHIPS

#### 1. Project management and implementation

Contribution to the activities of the coordinating organisation: <b>500 EUR</b> per month
Contribution to the activities of the other participating organisations: <b>250 EUR</b> per partner organisation per month
Maximum amount in the case of 10 or more beneficiaries: <b>2750 EUR</b> per month for the project as a whole

#### 2. Transnational project meetings

For travel distances between 100 and 1999KM: <b>575 EUR</b> per participant per meeting
For travel distances of 2000 KM or more: <b>760 EUR</b> per participant per meeting

**Nota bene:** the "travel distance" represents the distance between the place of origin and the venue, whereas the "amount" covers the contribution to the travel both to and from the venue.

#### 3. Intellectual Outputs

Programme Countries	Manager	Teacher / Trainer / Researcher / Youth worker	Technician	Administrative staff
	Amount per day in EUR			
Denmark, Ireland, Luxembourg, Netherlands, Austria, Sweden, Liechtenstein, Norway	294	241	190	157
Belgium, Germany, France, Italy, Finland, United Kingdom, Iceland	280	214	162	131
Czech Republic, Greece, Spain, Cyprus, Malta, Portugal, Slovenia	164	137	102	78
Bulgaria, Estonia, Croatia, Latvia, Lithuania, Hungary, Poland, Romania, Serbia, Slovakia, North Macedonia, Turkey	88	74	55	39

Partner Countries	Manager	Teacher / Trainer / Researcher / Youth worker	Technician	Administrative staff
	Amount per day in EUR			
Australia, Canada, Kuwait, Macao, Monaco, Qatar, San Marino, Switzerland, United States of America	294	241	190	157
Andorra, Brunei, Japan, New Zealand, Singapore, United Arab Emirates, Vatican City State	280	214	162	131
Bahamas, Bahrain, Equatorial Guinea, Hong Kong, Israel, Korea (Republic of), Oman, Saudi Arabia, Taiwan	164	137	102	78
Afghanistan, Albania, Algeria, Angola, Antigua and Barbuda, Argentina, Armenia, Azerbaijan, Bangladesh, Barbados, Chile, Belarus, Belize, Benin, Bhutan, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Central African Republic, Chad, China, Colombia, Comoros, Congo (Brazzaville), Congo (Kinshasa), Cook Islands, Costa Rica, Cuba, Djibouti, Dominica, Dominican Republic, East Timor, Ecuador, Egypt, El Salvador, Eritrea, Ethiopia, Fiji, Gabon, Gambia, Georgia, Ghana, Grenada, Guatemala, Guinea (Republic of), Guinea-Bissau, Guyana, Haiti, Honduras, India, Indonesia, Iran, Iraq, Republic of Côte d'Ivoire, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Korea (DPR), Kosovo, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Mexico, Micronesia, Moldova, Mongolia, Montenegro, Morocco, Mozambique, Myanmar, Namibia, Nauru, Nepal, Nicaragua, Niger, Nigeria, Niue, Pakistan, Palau, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Russian Federation, Rwanda, Samoa, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Solomon Islands, Somalia, South Africa, Sri Lanka, St. Lucia, St. Vincent and the Grenadines, St. Kitts and Nevis, Sudan, Suriname, Swaziland, Syria, Tajikistan, Tanzania,	88	74	55	39

Thailand, Togo, Tonga, Trinidad and Tobago, Tunisia, Turkmenistan, Tuvalu, Uganda, Ukraine, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen, Zambia, Zimbabwe				
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#### 4. Multiplier events

<b>100 EUR</b> per local participant (i.e. participants from the country where the event is taking place)
<b>200 EUR</b> per international participant (i.e. participants from other countries)
Maximum <b>30 000 EUR</b> for the project as a whole

#### 5. Transnational learning, teaching and training activities

##### 5. a. Travel

Travel distances	Amount
Between 10 and 99 KM	20 EUR per participant
Between 100 and 499 KM	180 EUR per participant
Between 500 and 1999 KM	275 EUR per participant
Between 2000 and 2999 KM	360 EUR per participant
Between 3000 and 3999 KM	530 EUR per participant
Between 4000 and 7999 KM	820 EUR per participant
8000 KM or more	1500 EUR per participant

**Nota bene:** the "travel distance" represents the distance between the place of origin and the venue, whereas the "amount" covers the contribution to the travel both to and from the venue.

## 5. b. Individual support

### Short-term activities

Short-term joint staff training events Teachers in Intensive Study Programmes Accompanying persons	up to the 14 <sup>th</sup> day of activity: <b>106 EUR</b> per day per participant + between the 15 <sup>th</sup> and 60 <sup>th</sup> day of activity: <b>74 EUR</b> per day per participant
Short-term exchanges of groups of pupils Blended mobility of pupils, learners and young people Learners in Intensive Study Programmes	up to the 14 <sup>th</sup> day of activity: <b>58 EUR</b> per day per participant + between the 15 <sup>th</sup> and 60 <sup>th</sup> day of activity: <b>42 EUR</b> per day per participant

### Long-term activities

Long-term teaching or training assignments Long term mobility of youth workers	up to the 14 <sup>th</sup> day of activity: <b>B1.5</b> per day per participant + between the 15 <sup>th</sup> and 60 <sup>th</sup> day of activity: <b>B1.6</b> per day per participant + between the 61 <sup>th</sup> day of activity and up to 12 months: <b>B1.7</b> per day per participant
Long-term mobility of pupils	<b>B1.8</b> per month per participant

Programme Countries	Long-term teaching or training assignments / mobility of youth workers (in EUR per day)			Long-term activities of pupils (in EUR per month)
	B1.5	B1.6	B1.7	B1.8
<b>Group 1:</b> Norway, Denmark, Luxembourg, United Kingdom, Iceland, Sweden, Ireland, Finland, Liechtenstein	125	88	63	168
<b>Group 2:</b> Netherlands, Austria, Belgium, France, Germany, Italy, Spain, Cyprus, Greece, Malta, Portugal	110	77	55	147
<b>Group 3:</b> Slovenia, Estonia, Latvia, Croatia, Slovakia, Czech Republic, Lithuania, Turkey, Hungary, Poland, Romania, Bulgaria, North Macedonia, Serbia	90	63	45	105

## 5. c. Linguistic support

Only for long-term activities: **150 EUR** per participant



## MANDATE

I, the undersigned,

Rafael Garesse Alarcón

representing,

UNIVERSIDAD AUTONOMA DE MADRID

Higher education institution (tertiary level)

999861354

CALLE EINSTEIN 3 CIUDAD UNIV CANTOBLANCO RECTORADO 000 28049 MADRID  
ESQ2818013A

hereinafter referred to as "the partner organisation" or "my organisation",

for the purposes of participating in the project Teaching European History in the 21st Century under the Erasmus+ programme (hereinafter referred to as "the project")

hereby:

### 1. Mandate

UNIVERSITEIT UTRECHT

Higher education institution (tertiary level)

999985805

HEIDELBERGLAAN 8 3584 CS UTRECHT  
NL001798650B01

represented by Keimpe Algra

(hereinafter referred to as "the coordinator")

To submit in my name and on behalf of my organisation the project application for funding within the Erasmus+ programme to NL01 National Agency Erasmus+ in Netherlands

hereinafter referred to as "the National Agency"

In case the project is granted by the National Agency, to sign in my name and on behalf of my organisation the grant agreement and its possible subsequent amendments with the National Agency.

### 2. Mandate the coordinator to act on behalf of my organisation in compliance with the grant agreement.

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

I certify that the information related to my organisation contained in this application is correct and that my organisation has not received/applied for any other EU funding to carry out the activity which is the subject of this project application.



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

I hereby declare that the organisation I represent is not in any of the situations of exclusion set out in the project application and that it has the operational and financial capacity to complete the proposed action or work programme as set out in the project application.

I hereby declare to agree on behalf of my organisation that the provisions of the grant agreement shall take precedence over any other agreement between my organisation and the coordinator that may have an effect on the implementation of the grant agreement, including this mandate.

This mandate shall be annexed to the KA203-04077EFF and shall form an integral part of the grant agreement in case the project is selected for funding.

SIGNATURE

Rafael Garesse Alarcón

[Redacted signature]

Done at Madrid, 14th March 2019

[Redacted signature]

Keimpe Algra  
UNIVERSITEIT UTRECHT

[Redacted signature]

Done at

[Redacted signature]

Utrecht, 18-03-'19

In duplicate in English





## MANDATE

I, the undersigned,

Gabriele Metzler

representing,

HUMBOLDT-UNIVERSITAET ZU BERLIN  
Higher education institution (tertiary level)  
999850781  
UNTER DEN LINDEN 6 10099 BERLIN  
DE137176824

hereinafter referred to as "the partner organisation" or "my organisation",

for the purposes of participating in the project Teaching European History in the 21st Century under the Erasmus+ programme (hereinafter referred to as "the project")

hereby:

### 1. Mandate

UNIVERSITEIT UTRECHT  
Higher education institution (tertiary level)  
999985805  
HEIDELBERGLAAN 8 3584 CS UTRECHT  
NL001798650B01

represented by Keimpe Algra

(hereinafter referred to as "the coordinator")

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Erasmus+

Call 2019 Round 1 KA2 - Cooperation for innovation and the exchange of good practices  
KA203 - Strategic Partnerships for higher education  
FormId KA203-04077EFF Deadline (Brussels Time) 21 Mar 2019 12:00:00

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SIGNATURE

Gabriele Metzler

Done at

Berlin, March 14, 2019

Keimpe Algra

UNIVERSITEIT UTRECHT

Done at

In duplicate in English

Utrecht, 19-03-'19



## MANDATE

I, the undersigned,

Joanne Croft

representing,

THE UNIVERSITY OF SHEFFIELD

Higher education institution (tertiary level)

999976881

FIRTH COURT WESTERN BANK 000 S10 2TN SHEFFIELD

GB648238808

hereinafter referred to as "the partner organisation" or "my organisation",

for the purposes of participating in the project Teaching European History in the 21st Century under the Erasmus+ programme (hereinafter referred to as "the project")

hereby:

### 1. Mandate

UNIVERSITEIT UTRECHT

Higher education institution (tertiary level)

999985805

HEIDELBERGLAAN 8 3584 CS UTRECHT

NL001798650B01

represented by Keimpe Algra

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SIGNATURE

Joanne Croft

[Redacted signature area]

Done at

Keimpe Algra  
UNIVERSITEIT UTRECHT

Done at

In duplicate in English



## MANDATE

I, the undersigned,

Prof. MUDr. Tomáš Zima, DrSc., MBA

representing,

UNIVERZITA KARLOVA

Higher education institution (tertiary level)

999923434

OVOCNY TRH 560/5 116 36 PRAHA 1

CZ00216208

hereinafter referred to as "the partner organisation" or "my organisation",

for the purposes of participating in the project Teaching European History in the 21st Century under the Erasmus+ programme (hereinafter referred to as "the project")

hereby:

### 1. Mandate

UNIVERSITEIT UTRECHT

Higher education institution (tertiary level)

999985805

HEIDELBERGLAAN 8 3584 CS UTRECHT

NL001798650B01

represented by Keimpe Algra

(hereinafter referred to as "the coordinator")

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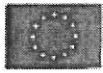
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SIGNATURE

Prof. MUDr. Tomáš Zima, DSc., MBA

Done at PRAGUE 18-03-2019

Keimpe Algra  
UNIVERSITEIT UTRECHT

Done at

In duplicate in English

Utrecht, 19-3-'19

Praha, dne 5. února 2019

## POVĚŘENÍ

V souladu s ustanovením čl. 11 odst. 4 Statutu Univerzity Karlovy pověřuji tímto pana [REDACTED], prorektora pro tvůrčí a ediční činnost Univerzity Karlovy k tomu, aby mě v plném rozsahu zastupoval pro dobu mé nepřítomnosti, a to v období 13. - 19. března 2019.

[REDACTED]  
Prof. MUDr. Tomáš Zima, DrSc. / MBA  
[REDACTED]



## MANDATE

I, the undersigned,

Gabor Sonkoly

representing,

EOTVOS LORAND TUDOMANYEGYETEM  
Higher education institution (tertiary level)  
999896468  
EGYETEM TER 1-3 000 1053 BUDAPEST  
HU15308744

hereinafter referred to as "the partner organisation" or "my organisation",

for the purposes of participating in the project Teaching European History in the 21st Century under the Erasmus+ programme (hereinafter referred to as "the project")

hereby:

### 1. Mandate

UNIVERSITEIT UTRECHT  
Higher education institution (tertiary level)  
999985805  
HEIDELBERGLAAN 8 3584 CS UTRECHT  
NL001798650B01

represented by Keimpe Algra

(hereinafter referred to as "the coordinator")

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SIGNATURE

Gabor Sonkoly

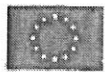
Done at Budapest, 14 March 2019

Keimpe Algra  
UNIVERSITEIT UTRECHT

Done at

In duplicate in English

Utrecht, 19-03-'19



## MANDATE

I, the undersigned,

JEAN-CHRISTOPHE CAMART

representing,

UNIVERSITE DE LILLE

Higher education institution (tertiary level)

910186018

42 RUE PAUL DUEZ 59800 LILLE

hereinafter referred to as "the partner organisation" or "my organisation",

for the purposes of participating in the project Teaching European History in the 21st Century under the Erasmus+ programme (hereinafter referred to as "the project")

hereby:

### 1. Mandate

UNIVERSITEIT UTRECHT

Higher education institution (tertiary level)

999985805

HEIDELBERGLAAN 8 3584 CS UTRECHT

NL001798650B01

represented by Keimpe Algra

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SIGNATURE

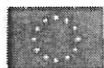
JEAN-CHRISTOPHE CAMART

Done at *Lille* 15 MARS 2019

Keimpe Algra  
UNIVERSITEIT UTRECHT

Done at *Utrecht*, 19-03-'19

In duplicate in English



## MANDATE

I, the undersigned,

Steven Stegers

representing,

EUROCLIO-DE EUROPESE VERENIGING VOOR GESCHIEDENISONDERWIJSGEVENDEN

Accreditation, certification or qualification body

986684001

RIJOWSTRAAT 139 000 2585 HP DEN HAAG

hereinafter referred to as "the partner organisation" or "my organisation",

for the purposes of participating in the project Teaching European History in the 21st Century under the Erasmus+ programme (hereinafter referred to as "the project")

hereby:

### 1. Mandate

UNIVERSITEIT UTRECHT

Higher education institution (tertiary level)

999985805

HEIDELBERGLAAN 8 3584 CS UTRECHT

NL001798650B01

represented by Keimpe Algra

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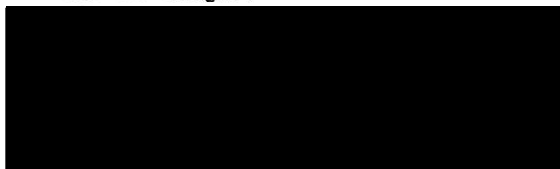
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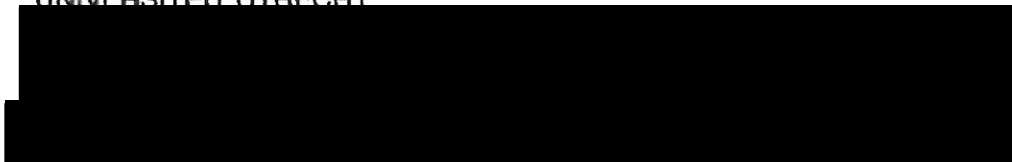
SIGNATURE

Steven Stegers



Done at The Hague, 15/03/2019

Keimpe Algra  
UNIVERSITEIT UTRECHT



Done at Utrecht 18-03-'19

In duplicate in English