

**GRANT AGREEMENT for a:
Project with multiple beneficiaries under the ERASMUS+ Programme¹
AGREEMENT NUMBER – 2020-1-PL01-KA203-082077**

This Agreement, hereinafter referred to as the Agreement is concluded between the following parties:

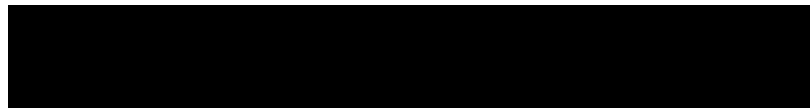
Fundacja Rozwoju Systemu Edukacji (FRSE) - The National Agency ERASMUS+ Programme with the headquarters in Warszawa, Al. Jerozolimskie 142A, KRS 24777, NIP 526-10-00-645, REGON 010393032 hereinafter referred to as **the NA**, represented for the purposes of signature of this Agreement by its legal representatives, in accordance with the FRSE Statute, and acting under delegation by the European Commission, hereinafter referred to as **the EC**,

on the one part,

and **the coordinator:**

Institution full name: **Universytet Jagielloński**
Official address: **ul Gołębia 24**
31-007 Kraków, Polska
NIP: **6750002236**
OID: **E10208245**
Erasmus code: **PL KRAKOW01**

Represented for the purposes
of signature of this Agreement by:



hereinafter referred to as the coordinator

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 mandates included in Annex V,

on the other part,

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

¹ Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC

The parties referred to above

HAVE AGREED

to the **Special Conditions**, hereinafter referred to as **SC** and the following Annexes:

- Annex 0 Contract identification data (zero page),
- Annex I **General conditions**, hereinafter referred to as **GC** – published at: **<http://erasmusplus.org.pl/dokumenty>**;
- Annex II Description of the Project, Estimated budget of the project, List of other beneficiaries;
- Annex III Financial and contractual rules – published at: **<http://erasmusplus.org.pl/dokumenty>**;
- Annex IV Applicable rates – published at: **<http://erasmusplus.org.pl/dokumenty>**;
- Annex V Mandates provided to the coordinator by the other beneficiaries;
- Annex VI A template of confirmation of funds received – available in the document system **<https://online.frse.org.pl>**.

which form an integral part of the Agreement.

The provisions in the **SC** of the Agreement take precedence over its Annexes.

The provisions in Annex I **GC** take precedence over those in other Annexes.

The provisions in Annex III take precedence over those in the other Annexes, except Annex I.

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

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ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

- I.1.1** The NA has decided to award a grant, under the terms and conditions set out in the SC, the GC and the other Annexes to the Agreement, for the project **Mixed Reality supporting Advanced Medical Education – a new method for teaching medical skills**, hereinafter referred to as 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 beneficiaries will comply with the Erasmus Charter for Higher Education and the Higher Education National Mobility Consortium accreditation, if applicable.

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 **2020-09-01** and finishing on **2023-08-31**.

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

- I.3.1** The **maximum amount of the grant is EUR 449 165,00**.
- 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 the eligible costs of the action (“reimbursement of eligible costs”) which are:
 - (i) actually incurred;
 - (ii) declared on the basis of unit costs;
 - (iii) reimbursement of costs declared on the basis of lump sum: not applicable;
 - (iv) reimbursement of costs declared on the basis of flat-rate: not applicable;
 - (v) reimbursement of costs declared on the basis of the partner’s usual cost accounting practices: not applicable;
 - b) unit contribution: not applicable;
 - c) lump sum contribution: not applicable;
 - d) flat-rate contribution: not applicable;
 - e) financing not linked to costs: not applicable.

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) a first pre-financing payment;
- b) pre-financing payment(s), on the basis of the request for further pre-financing payment referred to in Article I.4.3;
- c) 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.

In the event of the NA requiring a pre-financing guarantee: The first pre-financing payment is done when the NA receives financial guarantee that fulfils the following conditions:

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

The NA must release the guarantee within the following month.

Within **30** calendar days following the entry into force of the Agreement, or if applicable: following the receipt of a financial guarantee of EUR, the first payment of **EUR**

179 666,00 corresponding to **40.00%** of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

Advance / reimbursement payments will be paid provided that the NA receives funds for this purpose from the European Commission.

I.4.3 Interim reports and further pre-financing payments

By **2021-06-30** 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 **2021-05-31**.

By **2022-03-30** 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 the beginning of the implementation of the Project specified in Article I.2.2 to **2022-02-28**.

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 179 666,00** 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 separate **interim** report from that set out in this article confirming that 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 179 666,00** 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.

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,
- (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 Polish or English.

I.4.10 Currency for requests for payments and conversion into EUR

Request for payment must be drafted in EUR.

Beneficiaries must convert into EUR, costs incurred in a currency other than the EUR, at the monthly exchange rates of the EU², determined on the day on which the last from the two parties signs the Agreement.

² available at http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm

I.4.11 Currency for payments

The NA must make payments in: **EUR**.

I.4.12 Date of payments

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

Subject to the last paragraph of the Article I.4.2, if the NA does not pay within the time limits for payment, the beneficiaries are entitled to late-payment interest. The interest payable is determined according to the provisions laid down in the national law applicable to the Agreement or in the rules of the NA. In the absence of such provisions, the interest payable is determined according with the rate applied by the European Central Bank for its main refinancing operations in EUR ('the *reference rate*'), plus three and a half points. The *reference rate* is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the European Union.

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

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.4.12. The NA does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

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

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments must be made by NA to the coordinator's bank account as indicated below:

Account holder: [REDACTED]		
Bank name: [REDACTED]		
IBAN:	Account currency:	BIC (SWIFT):
[REDACTED]	[REDACTED]	[REDACTED]

ARTICLE I.6 – DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

I.6.1 Personal data controller

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

I.6.2 Communication details of the NA

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

Fundacja Rozwoju Systemu Edukacji
Aleje Jerozolimskie 142 A
02-305 Warszawa
Poland
with annotation: „Szkolnictwo wyższe”

All correspondence to the NA shall be provided in the form specified by the provisions of the Agreement. In cases not covered by the provisions of the Agreement, the NA reserves the right to indicate to the coordinator / beneficiaries the appropriate form of correspondence required. The coordinator / beneficiaries will have to comply with the NA requirements in this regard.

I.6.3 Communication details of the beneficiaries

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

Uniwersytet Jagielloński
ul. Św. Anny 12
31-008 Kraków
Poland

Any correspondence addressed to the coordinator / beneficiaries will be delivered in the form specified by the provisions of the Agreement. In cases not covered by the provisions of the Agreement, NA reserves the right to use the appropriate form of correspondence.

ARTICLE I.7 – PROTECTION AND SAFETY OF PARTICIPANTS

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

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

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

In addition to the provision of Article II.9.3, if the beneficiaries produce educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses³, in accordance with art. II.9.3.

ARTICLE I.9 – USE OF IT TOOLS

I.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 the final report.

I.9.2 Erasmus+ Project Results Platform

The coordinator must input the deliverables of the Project in the Erasmus+ Project Results Platform: <http://ec.europa.eu/programmes/erasmus-plus/projects/>, in accordance with the instructions provided therein.

The approval of the final report will be subject to the upload of the Project deliverables in the **Erasmus+ Project Results Platform** by the time of its submission.

ARTICLE I.10 – ADDITIONAL PROVISIONS ON SUBCONTRACTING

By way of derogation to the provisions set out in Article II.11, the beneficiaries must not subcontract any activities funded from the budget category *Intellectual outputs*.

By way of derogation, the provisions set out in points (c) and (d) of Article II.11.1 are not applicable to any of the budget categories except *Exceptional costs*.

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

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

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

Without prejudice to Article II.8, the beneficiaries must 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/abouteacea/visual-identity_en.

ARTICLE I.13 – SUPPORT TO PARTICIPANTS

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

³ Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed. 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.

- (a) the maximum amount of financial support. This amount may not exceed EUR 60 000,00 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 travel/individual support/ linguistic support to participants of Transnational learning/teaching/training activities in the form of provision of the required travel, subsistence and linguistic support services. In such case, the beneficiaries must ensure that the provision of travel, subsistence and linguistic support services will meet the necessary quality and safety standards.

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

ARTICLE I.14 – 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 – ADDITIONAL PROVISION ON MONITORING AND EVALUATION

The NA and the EC 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 EC. In the absence of adequate and timely remedial actions by the beneficiary concerned, the NA may withdraw the consortium accreditation or recommend to the EC to withdraw the Erasmus Charter for Higher Education in accordance with the provisions set in the consortium accreditation or Erasmus Charter, respectively.

ARTICLE I.16 – BENEFICIARIES LOCATED IN PARTNER COUNTRIES

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

ARTICLE I.17 – BENEFICIARIES BEING INTERNATIONAL ORGANIZATIONS

Not applicable.

ARTICLE I.18 – ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

Not applicable.

ARTICLE I.19– SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

1. For the purposes of this Agreement, in Annex I GC the term "**the Commission**" (or "**the EC**") 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 GC the notion *financial statement* must be read as *the budgetary part of the report*, except where otherwise provided.

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

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 GC are not applicable: Article II.2.2 (b)(ii), Article II.12.2, Article II.13.4, 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 GC.

3. Article II.7.1 must be read as follows:

II.7.1 Processing of personal data by the NA and the EC

Any personal data included in the Agreement must be processed by the NA and the EC in accordance with Regulation (EU) No 2018/1725.⁴

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 EU.

The beneficiaries grant the NA and the EU 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, EU 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 EU must be read as reference to "the NA and/or the EU."

⁴ 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.

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

The beneficiaries must ensure that the NA, the EC, 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 the national law of the NA.

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

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 EU, 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 SC.*

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 EC or by any other outside body authorised by the NA. Where appropriate, the NA or the EC 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, including supporting documents.*

Signatures

For the coordinator



Done at Kraków on 14 September 2020

For the NA



Done at Warszawa on 28 September 2020