

Education, Audiovisual and Culture Executive Agency

Erasmus+: Higher Education - International Capacity Building

## **GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES**

**Mixed financing (reimbursement based on percentage of eligible costs and lump sum(s) and/or unit contribution(s))**

**AGREEMENT NUMBER – 2015 - 2944 / 001 - 001**  
**Project reference number - 561583-EPP-1-2015-1-KZ-EPPKA2-CBHE-JP**

The **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as “the Agency”), acting under powers delegated by the European Commission (hereinafter referred to as “the Commission”) represented for the purposes of signature of this Agreement by Mr Ralf Rahders Head of Unit Erasmus+: Higher Education - International Capacity Building,

on the one part,

**and**

**KARAGANDA STATE MEDICAL UNIVERSITY**  
40 GOGOLY STREET,  
KZ - 100000 KARAGANDA,

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by **Raushan Dosmagambetova**, the legal representative,

and the beneficiaries listed in Annex IV

duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement, hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

Whereas the Commission has taken the decision C(2013) 8550 of 04.12.2013 authorising the use of lump sums, reimbursement on the basis of unit costs and flat-rate financing under the Erasmus+ Programme and the decision C(2014) 6158 of 03.09.2014 authorising the use of reimbursement on the basis of unit costs for Erasmus+ Programme-International dimension of higher education financed by Heading 4 funds;

HAVE AGREED

to the Special Conditions (hereinafter referred to as "the Special Conditions") and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions (hereinafter referred to as "the General Conditions")
- Annex III Estimated budget of the action
- Annex IV List of beneficiaries and Mandates provided to the coordinator by the other beneficiaries
- Annex V Model Technical implementation report(s)
- Annex VI Model Financial statement(s)
- Annex VII Guidance notes – Report of Factual Findings on the Final Financial Report – Type II
- Annex VIII Model terms of reference for the operational verification report: not applicable

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.

## SPECIAL CONDITIONS

### ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

A European Union grant is awarded, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled **Training Against Medical Error** ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

### ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

**I.2.1** The Agreement shall enter into force on the date on which the last party signs.

**I.2.2** The action shall run for **36 months** as of **15-10-2015** ("the starting date of the action") and shall end on **14-10-2018**.

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

The grant shall be of a **maximum amount of EUR 987.534,00** and shall take the form of:

- (a) **The reimbursement of 100 % of the eligible costs of the action ("reimbursement of eligible costs"), which are:**
- (i) **actually incurred ("reimbursement of actual costs") for the following categories of costs indicated in Annex III: Equipment costs, Costs for Subcontracting**
  - (ii) *reimbursement of unit costs: not applicable*
  - (iii) *reimbursement of lump sum costs: not applicable*
  - (iv) *declared on the basis of a flat-rate of 7 % of the eligible direct costs ("reimbursement of flat rate costs") to cover the indirect costs: not applicable*
- (b) **Unit contribution: reimbursement of unit costs for the following categories of costs indicated in Annex III: Staff Costs, Travel Costs and Costs of Stay**
- (c) *Lump sum[s] contribution: not applicable*
- (d) *Flat-rate contribution: not applicable.*

### ARTICLE I.4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

#### I.4.1 Reporting periods, payments and additional supporting documents

In addition to the provisions set out in Articles II.23 and II.24, the following reporting and payment arrangements shall apply:

- Upon entry into force of the Agreement, a pre-financing payment of 50 % of the maximum amount specified in Article I.3 shall be paid to the coordinator.

#### **Progress report on implementation of the action**

- By way of derogation from Article II.23.1 paragraph 3, a progress report on implementation of the action as specified in Annex V shall be submitted at the latest half way through the eligibility period set out in Article I.2.2.

#### **Further pre-financing payment**

- By way of derogation from Article II.23.1 paragraph 3, a second pre-financing payment of 40 % of the maximum amount specified in Article I.3 shall be paid to the coordinator, subject to the following conditions:
  - o having used at least 70 % of the previous pre-financing instalment paid;
  - o the receipt of the Statement of the cost incurred and the Request for payment as specified in Annex VI;
  - o the receipt of the above-mentioned progress report on implementation of the action as specified in Annex V.

#### **Payment of the balance**

- Sole reporting period from **15-10-2015** to the end of the period set out in Article I.2.2.: the balance shall be paid to the coordinator, in accordance with Article II.23.2 (a) to (c) and all other accompanying documents mentioned under the section "Other supporting documents" of this Article.

#### **Other supporting documents**

The request for payment of the balance shall be accompanied by a certificate on the financial statements and underlying accounts ("Report of Factual Findings on the Final Financial Report – Type II") as set out in Annex VII. By way of derogation from Article II.23.2 (d) of the General Conditions, this certificate has to be provided in all cases independent from the amount indicated as total contribution in the form of reimbursement of actual costs as referred to in Article I.3 (a).

#### **I.4.2 Time limit for payments**

The time limit for the Agency to make the payment of the balance is 60 days.

#### **I.4.3 Language of requests for payments, technical reports and financial statements**

All requests for payments, technical reports and financial statements shall be submitted in English, French or German, preferably in the language of this Agreement, indicating the number of the Agreement and the Project reference number.

## ARTICLE 1.5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account, denominated in euro<sup>1</sup>, as indicated below:

Name of bank: [REDACTED]

Address of branch: [REDACTED]  
[REDACTED]

Precise denomination of the account holder: [REDACTED]

Full account number (including bank codes): [REDACTED]

IBAN code: [REDACTED]

## ARTICLE 1.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

### I.6.1 Data controller

The entity acting as a data controller according to Article II.6 shall be the person who is representing the Agency for the purposes of the signature of this Agreement.

### I.6.2 Communication details of the Agency

Any communication addressed to the Agency shall be sent to the following address:

Education, Audiovisual and Culture Executive Agency  
[REDACTED]

Unit A4 - Erasmus+: Higher Education - International Capacity Building  
BOUR 02/17  
1, Avenue du Bourget  
BE-1049 Brussels

E-mail address: [REDACTED]

### I.6.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries shall be sent to the following address:

[REDACTED]  
KARAGANDA STATE MEDICAL UNIVERSITY  
40 Gogoly Street,  
«  
KZ - 100000 Karaganda

Any changes to these contact details shall be communicated in writing to the Agency following the provisions set out in Article II.2.

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<sup>1</sup> Except in the case of bank accounts in countries that do not accept euro transactions.



## **ARTICLE I.7 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.8 of the General Conditions, if the beneficiaries produce materials under the scope of the project, such materials must be made available for the public, in digital form, freely accessible through the Internet under open licenses.

The beneficiaries must also warrant that the Agency and the Commission has the rights to:

- communicate the results of the action by any other types of communication not specified in the General Conditions;
- edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- prepare derivative works of the results of the action;
- translate, insert subtitles in, dub the results of the action in all official languages of EU;
- authorise or sub-licence the modes of exploitation set out above to third parties;

The Agency and the Commission shall have the rights of use specified in the General Conditions and set out above for the whole duration of the industrial or intellectual property rights concerned.

## **ARTICLE I.8 – SPECIAL PROVISIONS ON BUDGET TRANSFERS**

By way of derogation from the first subparagraph of Article II.22 of the General Conditions, the coordinator may, in agreement with the beneficiaries, when carrying out the action, adjust the estimated budget by transfers between categories of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between categories does not exceed 10% of the amount of each category of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in Article I.3 (a).

## **ARTICLE I.9 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES**

By way of derogation from Article II.18.2, where a beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Agency and/or the Union and/or the non EU beneficiary may bring before the Courts of Brussels any dispute between the Agency and/or the Union and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Agency, the Union or the non EU beneficiary) has brought proceedings before the Courts of Brussels concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Courts of Brussels already seized.

## **ARTICLE I.10 – OTHER SPECIAL CONDITIONS**

The following additional special conditions apply to this Agreement:

### **I.10.1 Additional provisions on award of contracts and subcontracting**

In addition to the provisions set out in Article II.9 and Article II.10 of the General Conditions, where the value of a contract awarded in accordance with those Articles is over EUR 25.000 and less than EUR 134.000, the beneficiaries shall launch a tendering procedure and obtain competitive offers from at least three suppliers and retain the one offering best value for money, observing the principles of

transparency and equal treatment of potential contractors and taking care to avoid conflicts of interests. Where the value of a contract awarded in accordance with those Articles exceeds EUR 134.000, national legislation will be applicable.

The beneficiaries may not split the purchase of equipment into smaller contracts below the threshold. The co-ordinator must clearly document the tendering procedure and retain the documentation in particular for audit purposes in accordance with Article II.27 of the General Conditions.

#### **I.10.2 Special provisions on the conversion of costs incurred in another currency into euro**

The co-ordinator shall submit the payment requests in accordance with Article I.4, including the underlying financial statements, in euros.

By way of derogation from Article II.23.4 of the General Conditions, any conversion into euro of actual costs incurred in other currencies shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website

applicable:

1. on the month of the first pre-financing for all costs incurred until the second pre-financing is received and
2. on the month of the receipt of the second pre-financing for all costs incurred until the end of the project.

#### **I.10.3 Depreciation**

By way of derogation from Article II.19.2 (c) of the General Conditions, and considering the particular nature of the Erasmus+ Programme - Capacity Building in the field of higher education, the total purchase cost of the equipment will be taken into account by the Agency rather than the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action. Depreciation costs shall be considered ineligible.

#### **I.10.4 Ineligible costs**

In addition to Article II.19.4 of the General Conditions, the following costs are ineligible:

- equipment such as: furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems;
- costs of premises (purchase, rent, heating, maintenance, repairs etc.);
- costs linked to the purchase of real estate;
- expenses for activities - and related travel - that are not carried out in the project beneficiaries' country (see Annex IV), unless listed as an eligible activity in the Guidelines for the Use of the Grant or explicit prior authorisation has been granted by the Agency;
- depreciation costs (see Art.I.10.3).

#### **I.10.5 Partnership agreement**

Detailed implementation modalities covering the various financial, technical and legal aspects of the project must be agreed upon by the beneficiaries and formalised in a partnership agreement to be signed by all beneficiaries at the beginning of the project.

This partnership agreement should be consistent with the provisions as laid out in this Agreement. The Agency provides a template with core elements that might help to draw this partnership agreement.

A copy of this partnership agreement will have to be provided to the Agency within 6 months of the signature of this Agreement. Where the beneficiaries have failed to submit this partnership agreement, the provisions set out in Article II.16.3.1 (c) of the General Conditions will apply.

#### **I.10.6 Penalties in the case of poor, partial or late implementation**

For the purpose of poor, partial or late implementation as provided for in Article II.25.4 of the General Conditions, and in a total of maximum 100 points, the reduction of the grant initially provided for will be of:

- 25% if the project scores at least 40 points and below 50 points;
- 35% if the project scores at least 30 and below 40 points;
- 55% if the project scores at least 20 and below 30 points;
- 75% if the project scores below 20 points.

#### **I.10.7 Meetings**

Representatives of the co-ordinator involved in the action must participate, if convened, in up to 2 meetings per year organised by the Agency. The corresponding travel and costs of stay may be covered by this Agreement.

#### **I.10.8 Dissemination and exploitation of results**

Beneficiaries of grants under the Erasmus+ programme have the duty to ensure that the work undertaken within the framework of this Agreement and the results accruing from it receive substantial visibility.

The co-ordinator must pay specific attention to the importance of dissemination, exploitation of results of the action and to their visibility at a transnational level.

In this respect, the coordinator must:

- create and maintain (at least during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the co-ordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article I.10.9 below) and access to all results, as and when they become available.
- provide during the project lifetime the Agency and/or the Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.

#### **I.10.9 Publicity obligations**

a) For the purpose of the application of Article I.10.8 and II.7 of this Agreement, relating to the publicity and use of the relevant logo, the beneficiaries shall follow the instructions available on the following Internet website: [REDACTED].

b) Obligations of the beneficiaries

Information requirements: The beneficiaries shall inform the public, press and media of the action (internet included); which must, in conformity with Article II.7, visibly indicate "with the support of the Erasmus+ Programme of the European Union" as well as the graphic logos.



Where the action, or part of the action, is a publication, the mention and graphic logos shall appear on the cover or the first pages following the editor's mention.

Use of signs and posters: If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos mentioned under point a).  
Authorisation to use the logos described in point a) implies no right of exclusive use and is limited to this Agreement.

**I.10.10 Penalties in the case of non-compliance with publicity obligations**

The obligation to comply with the publicity provision set out in Article II.7 of the General Conditions constitutes a substantial obligation. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Agency may apply a 20% reduction of the grant initially provided for.

**I.10.11 Cooperation obligation**

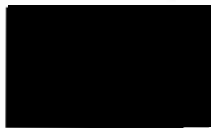
Considering that the Agency cooperates with some bodies for the management of the Erasmus+ Programme, in particular with the EU Delegations and for those countries concerned the National Erasmus+ Offices (NEO), the beneficiaries shall provide these bodies with all the information relevant for the implementation of the tasks entrusted to them and shall grant access to their sites, premises and documents for any question relating to the action.

**I.10.12 Regional coverage**

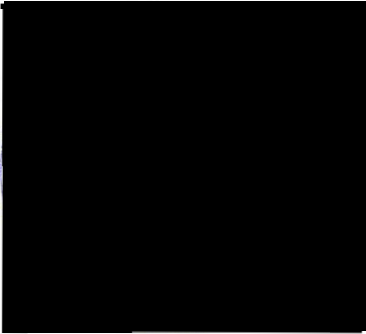
In accordance with EU policy, this Agreement shall not apply to the geographic areas that came under the administration of the State of Israel after 5<sup>th</sup> June 1967. This position should not be construed as prejudicing Israel's principled position on this matter. Accordingly, the Parties agree that the application of this Agreement is without prejudice to the status of those areas.

**SIGNATURES**

For the coordinator  
Raushan Dosmagambetova  
Function:



Signature  
Done at ....., date .....



For the Agency  
Ralf RAHDERS  
Head of Unit



Signature  
Done at Brussels, .....

