

GRANT AGREEMENT for a:
Project under the ERASMUS+ Programme¹
AGREEMENT NUMBER – [EPLUS LINK Generated No.]

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

on the one part,

Nationale Agentur Bildung für Europa
beim Bundesinstitut für Berufsbildung (NA beim BIBB)
Anstalt des öffentlichen Rechts (AdöR)
Robert-Schuman-Platz 3
53175 Bonn,

The **National Agency** (hereinafter referred to as "the NA"), represented for the purposes of signature of this Agreement by [function, forename and surname], and acting under delegation by the European Commission, hereinafter referred to as "the Commission",

and

on the other part,

"the beneficiary"

[full official name of the beneficiary]
[official legal form] [if applicable]
[official registration No] [if applicable]
[official address in full]
[VAT number], [if applicable]

[PIC number],

Erasmus+ VET Mobility Charter: [Accreditation reference number]

represented for the purposes of signature of this Agreement by [function, forename and surname]

The parties referred to above

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

HAVE AGREED

to the Special Conditions (“the Special Conditions”) and the following Annexes:

Annex I General Conditions

Annex II Description of the Project; Estimated budget of the project

Annex III Financial and contractual rules

Annex IV Applicable rates

Annex V Templates for agreements to be used between beneficiary and participants

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

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 [NA to insert the title of the Project in bold] ("the Project") under the Erasmus+ Programme, Key Action 1: Learning Mobility of Individuals, as described in Annex II.
- I.1.2 By signing the Agreement, the beneficiary accepts the grant and agrees to implement the Project, acting on its own responsibility.
- I.1.3 The beneficiary will comply with the commitments made when applying for the Erasmus+ VET Mobility Charter and those in the VET Quality Commitment.

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 [...] months starting on [insert date: ...] and finishing on [insert date: ...].

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

- I.3.1 **The maximum amount of the grant is EUR [...].**
- I.3.2 The grant takes the form of unit contributions and reimbursement of eligible costs actually incurred, in accordance with the following provisions:
- (a) eligible costs as specified in Annex III;
 - (b) estimated budget as specified in Annex II;
 - (c) financial rules as specified in Annex III.

I.3.3 **Budget transfers without amendment**

Without prejudice to Article II.13, the ceilings mentioned for each budget category in Annex IV, and provided that the Project is implemented as described in Annex II, the beneficiary is allowed to adjust the estimated budget set out in Annex II, by transfers between the different budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.13 provided that the following rules are respected:

- (a) The beneficiary is allowed to transfer up to 100% of the funds allocated for organisational support to travel and individual support;

- (b) The beneficiary is allowed to transfer funds allocated from any budget category to special needs support, even if initially no funds were allocated for special needs support as specified in Annex II;
- (c) The beneficiary is allowed to transfer up to 50% of the funds allocated for linguistic support to travel and individual support of learners;
- (d) The beneficiary is allowed to transfer up to 100% of the funds allocated for travel and individual support of staff mobility to travel and individual support of learners;
- (e) The beneficiary is allowed to transfer up to 100% of the funds allocated for travel and individual support between mobility of learners in VET schools and learners in companies.
- (f) The beneficiary is allowed to transfer up to 50% of the funds allocated for travel and individual support of staff between these two budget categories.
- (g) The beneficiary is allowed to transfer up to 50% of the funds allocated for travel and individual support of learners between these two budget categories.]

ARTICLE I.4 – REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions apply:

I.4.1 Payments to be made

The NA must make the following payments to the beneficiary:

- a first pre-financing payment;
- 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 beneficiary with a float. The pre-financing remains the property of the NA until the payment of the balance.

If the NA requires 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 beneficiary 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); 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 beneficiary.

The NA must release the guarantee within the following month.

The NA must pay to the beneficiary within 30 days following the entry into force of the Agreement [or, if applicable: following the receipt of a financial guarantee of EUR [...] a first pre-financing payment of EUR [...] corresponding to 80% of the maximum grant amount specified in Article I.3.1.

I.4.3 Interim reports and further pre-financing payments

Not applicable.

I.4.4 Final report and request for payment of the balance

Within 60 calendar days after the end date of the Project specified in Article I.2.2, the beneficiary must complete a final report on the implementation of the Project. This report must contain the information needed to justify the amount requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contributions or the eligible costs actually incurred in accordance with Annex III.

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

The beneficiary 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 beneficiary 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 the 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 beneficiary's consent, against any other amount owed by the beneficiary to the NA, up to the maximum amount of the grant.

I.4.6 Notification of amounts due

The NA must send a formal notification to the beneficiary:

- (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 to the beneficiary

The NA must make payments to the beneficiary.

Payments to the beneficiary discharge the NA from its payment obligation.

I.4.8 Language of requests for payments and reports

All requests for payments and reports must be submitted in [specify the language].

I.4.9 Currency for requests for payments and conversion into euro

Request for payment must be drafted in EURO.

The beneficiary 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), determined over the corresponding reporting period.

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

I.4.10 Currency for payments

The NA must make payments in EURO.

I.4.11 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.4.12 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 beneficiary 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.4.13 Interest on late payment

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

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

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.4.11. 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 beneficiary only if the beneficiary requests it within two months of receiving late payment.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account as indicated below:

Name of bank: [...]

Precise denomination of the account holder: [...]

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

[IBAN code: [...]]²

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

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

I.6.1 Data controller

The entity acting as a data controller according to Article II.7 is the Federal Institute for vocational Education / Bundesinstitut für Berufsbildung (BIBB).

I.6.2 Communication details of the NA

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

Nationale Agentur Bildung für Europa beim Bundesinstitut für Berufsbildung
(NA beim BIBB)
Robert-Schuman-Platz 3
53175 Bonn
E-mail address: helpNA@bibb.de

I.6.3 Communication details of the beneficiary

Any communication from the NA to the beneficiary must be sent to the following address:

[Full name]
[Function]
[Name of the entity]
[Full official address]
E-mail address: [complete]

ARTICLE I.7 - PROTECTION AND SAFETY OF PARTICIPANTS

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

The beneficiary 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 beneficiary produces educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses³.

ARTICLE I.9 - USE OF IT TOOLS

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 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).

I.9.1 Mobility Tool+

The beneficiary must make use of the web based Mobility Tool+ to record all information in relation to the activities undertaken under the Project, including activities with a zero grant from EU funds, 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.

At least once a month during the mobility project, the beneficiary must encode and update any new information regarding the participants and the mobility activities.

I.9.2 Erasmus+ Project Results Platform

The beneficiary may use the Erasmus+ Project Results Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects/>) to disseminate project results, in accordance with the instructions provided therein.

ARTICLE I.10 - ADDITIONAL PROVISIONS ON SUBCONTRACTING

By way of derogation, the provisions set out in points (c) and (d) of Article II.11.1 are not applicable.

ARTICLE I.11 – ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING

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

ARTICLE I.12 - SUPPORT TO PARTICIPANTS

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

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

In accordance with the documents provided in Annex V, if applicable, the beneficiary must:

- Either transfer the financial support for the budget categories travel/individual support/linguistic support/course fees in full to the participants of mobility 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/course fees to participants of mobility activities in the form of provision of the required travel/subsistence/linguistic support services/courses. In such case, the beneficiary must ensure that the provision of travel/ subsistence/linguistic support services/ courses will meet the necessary quality and safety standards.

The beneficiary 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.13 – PARENTAL/GUARDIAN CONSENT

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

ARTICLE I.14– ONLINE LINGUISTIC SUPPORT (OLS)

[This Article applies only to Key Action 1 in VET learners, for mobilities for which the main language of instruction or work is Bulgarian, Croatian, Czech, Danish, Dutch, Finnish, French, German, Greek, English, Hungarian, Italian, Polish, Portuguese, Romanian, Slovak, Spanish or Swedish (or additional languages once they become available in the Online Linguistic Support (OLS) tool)]

Licences for OLS language assessment are allocated for all participants in learner mobility of at least nineteen days who will use one of the above languages as their main language of instruction or work (with the exception of native speakers). They must carry out an online assessment before and at the end of the mobility period as a compulsory part of their mobility.

The Project is awarded xx licences for OLS language assessments.

The Project is awarded xx licences for OLS language courses.

The beneficiary must use the awarded licences in accordance with the provisions set out in Annex III.

Any request for an adjustment in the number of the licences for OLS language assessments or in the number of licences for OLS language courses must be sent by the beneficiary to the NA. The acceptance of the request by the NA must not require an amendment of the Agreement within the meaning of Article II.13.

ARTICLE I.15 – SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

1. For the purposes of this Agreement, in Annex I General Conditions the term "the Commission" must be read as "the NA", the term "action" must be read as "project" and the term "unit cost" must be read as "unit contribution", except where otherwise provided.

For the purposes of this Agreement, in Annex I General Conditions the notion "financial statement" must be read as "the budgetary part of the report", except where otherwise provided.

In Article II.4.1, Article II.8.2, Article II.20.3, Article II.27.1, Article II.27.3, the first paragraph of Article II.27.4, first paragraph of Article II.27.8. and in the Article II.27.9 the reference to "the Commission" must be read as reference to "the NA and the Commission".

In Article II.12 the term "financial support" must be read as "support" and the term "third parties" must be read as "participants".

2. For the purposes of this Agreement, the following clauses of Annex I General Conditions are not applicable: Article II.2.d (ii), Article II.12.2, Article II.13.4, Article II.17.2.1 (h), Article II.18.3, Article II.19.2, Article II.19.3, Article II.20.3, Article II.21, point c) of the sixth subparagraph of Article II.25.3, Article II.27.7.

For the purpose of this Agreement, the terms "affiliated entities", "interim payment", "lump sum", "flat rate" do not apply when mentioned in the General Conditions.

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

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

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

Any personal data stored on the IT Tools provided by the European Commission must be processed by the NA pursuant to Regulation (EC) No 45/2001⁴.

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

⁴ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

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

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

The beneficiary 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 beneficiary grants the NA and the Union the following rights to use the results of the project:

(a) for its own purposes and in particular to make available to persons working for the NA, Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies."

For the rest of this article, the references to the "Union" must be read as reference to "the NA and/or the Union".

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

"The beneficiary 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 beneficiary' contractors."

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

II.18.1 The Agreement is governed by 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.

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

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

8. 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."

9. 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."

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

"The beneficiary is 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."

11. 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."

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

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

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

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

This step is applied as follows:

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

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

14. 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."

15. The third paragraph of Article II.26.2 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 taking legal action as provided for in Article II.18.2 or in the Special Conditions."

16. 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 beneficiary must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed."

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

"The beneficiary must provide any information, including information in electronic format, requested by the NA or Commission or by any other outside body authorised by the Commission.

If the beneficiary does not comply with the obligation set out in the first subparagraph, the NA may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue."

SIGNATURES

For the beneficiary [function/forename/surname]	For the NA [forename/surname]
[signature]	[signature]
Done at [place], [date]	Done at [place], [date]

Muster