

This document is an English version of the template for individual grant agreements. It is solely for information of project partners. Only the German version signed by the NA DE03 and the Coordinator is legally binding

GRANT AGREEMENT

Project KA220[insert number] — [insert title]

PREAMBLE

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

on the one part,

the **National Agency** ('NA'), ('granting authority'),

Nationale Agentur Erasmus+ Schulbildung
im Pädagogischen Austauschdienst
Graurheindorfer Str. 157
53117 Bonn

represented for the purposes of signature of this Agreement by the Director of the National Agency]

and

on the other part,

'the coordinator':

[**full official name**], OID [**number**], established in [**legal official address in full**],
[**email address** of primary contact person]

and the beneficiaries as identified in Annex 1, if they sign their 'accession form' (see Annex 4 and Article 40):

Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' include the coordinator.

The parties referred to above have agreed to enter into the Agreement.

By signing the Agreement and the accession forms, the beneficiaries accept the grant and agree to implement the action under their own responsibility and in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1 Description of the action, list of other beneficiaries and estimated budget for the action

Annex 2 Specific rules

Annex 3 Accession form (if applicable)

TERMS AND CONDITIONS

TABLE OF CONTENTS

GRANT AGREEMENT	1
TERMS AND CONDITIONS	3
DATA SHEET	9
CHAPTER 1 GENERAL	
ARTICLE 1 — SUBJECT OF THE AGREEMENT	
ARTICLE 2 — DEFINITIONS	
CHAPTER 2 ACTION	
ARTICLE 3 — ACTION	
ARTICLE 4 — DURATION AND STARTING DATE	
CHAPTER 3 GRANT	
ARTICLE 5 — GRANT	
5.1 Form of grant	
5.2 Maximum grant amount	
5.3 Funding rate	
5.4 Estimated budget, budget categories and forms of funding	
5.5 Budget flexibility	
ARTICLE 6 — ELIGIBLE AND INELIGIBLE CONTRIBUTIONS	
6.1 General and specific eligibility conditions	
6.2 Ineligible contributions	
6.3 Consequences of non-compliance	
CHAPTER 4 GRANT IMPLEMENTATION	
SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPATING ENTITIES	
ARTICLE 7 — BENEFICIARIES	
ARTICLE 8 — AFFILIATED ENTITIES	
ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION	
9.1 Associated partners	
9.2 Third parties giving in-kind contributions to the action	
9.3 Subcontractors	
9.4 Recipients of financial support to third parties	
ARTICLE 10 — PARTICIPATING ENTITIES WITH SPECIAL STATUS	
10.1 Non-EU participating entities	
SECTION 2 RULES FOR CARRYING OUT THE ACTION	

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION	
11.1 Obligation to properly implement the action	
11.2 Consequences of non-compliance	
ARTICLE 12 — CONFLICT OF INTERESTS	
12.1 Conflict of interests	
12.2 Consequences of non-compliance	
ARTICLE 13 — CONFIDENTIALITY AND SECURITY	
13.1 Sensitive information	
13.2 Classified information	
13.3 Consequences of non-compliance	
ARTICLE 14 — ETHICS AND VALUES	
14.1 Ethics	
14.2 Values	
14.3 Consequences of non-compliance	
ARTICLE 15 — DATA PROTECTION	
15.1 Data processing by the granting authority	
15.2 Data processing by the beneficiaries	
15.3 Consequences of non-compliance	
ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE	
16.1 Background and access rights to background	
16.2 Ownership of results	
16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes	
16.4 Specific rules on IPR, results and background	
16.5 Consequences of non-compliance	
ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY	
17.1 Communication — Dissemination — Promoting the action	
17.2 Visibility — European flag and funding statement	
17.3 Quality of information — Disclaimer	
17.4 Specific communication, dissemination and visibility rules	
17.5 Consequences of non-compliance	
ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION	
18.1 Specific rules for carrying out the action	
18.2 Consequences of non-compliance	

SECTION 3	GRANT ADMINISTRATION	.....
	ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS	.....
19.1	Information requests	.....
19.2	Data updates in the Erasmus+ project management and reporting tool ..	.....
19.3	Information about events and circumstances which impact the action.....	.....
19.4	Consequences of non-compliance	.....
	ARTICLE 20 — RECORD-KEEPING	.....
20.1	Keeping records and supporting documents	.....
20.2	Consequences of non-compliance	.....
	ARTICLE 21 — REPORTING	.....
21.1	Continuous reporting	.....
21.2	Periodic reporting	.....
21.3	Currency for financial statements and conversion into euros	.....
21.4	Reporting language	.....
21.5	Consequences of non-compliance	.....
	ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE	.....
22.1	Payments and payment arrangements	.....
22.2	Recoveries	.....
22.3	Amounts due	.....
22.4	Enforced recovery	.....
22.5	Consequences of non-compliance	.....
	ARTICLE 23 — GUARANTEES	.....
23.1	Prefinancing guarantee	.....
23.2	Consequences of non-compliance	.....
	ARTICLE 24 — CERTIFICATES	.....
	ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS	.....
25.1	Granting authority checks, reviews and audits	.....
25.2	European Commission checks, reviews and audits in grants of other granting authorities	.....
25.3	Access to records for assessing simplified forms of funding	.....
25.4	OLAF, EPPO and ECA audits and investigations	.....
25.5	Consequences of checks, reviews, audits and investigations — Extension of findings	.....
25.6	Consequences of non-compliance	.....

ARTICLE 26 — IMPACT EVALUATIONS	
CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE.....	
SECTION 1 REJECTIONS AND GRANT REDUCTION.....	
ARTICLE 27 — REJECTION OF CONTRIBUTIONS	
27.1 Conditions.....	
27.2 Procedure.....	
27.3 Effects.....	
ARTICLE 28 — GRANT REDUCTION.....	
28.1 Conditions.....	
28.2 Procedure.....	
28.3 Effects.....	
SECTION 2 SUSPENSION AND TERMINATION	
ARTICLE 29 — PAYMENT DEADLINE SUSPENSION	
29.1 Conditions.....	
29.2 Procedure.....	
ARTICLE 30 — PAYMENT SUSPENSION	
30.1 Conditions.....	
30.2 Procedure.....	
ARTICLE 31 — GRANT AGREEMENT SUSPENSION	
31.1 Consortium-requested GA suspension	
31.2 Granting Authority-initiated GA suspension.....	
ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION.....	
32.1 Consortium-requested GA termination.....	
32.2 Consortium-requested beneficiary termination.....	
32.3 Granting Authority-initiated GA or beneficiary termination.....	
SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE	
SANCTIONS	
ARTICLE 33 — DAMAGES	
33.1 Liability of the granting authority	
33.2 Liability of the beneficiaries	
ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES.....	
SECTION 4 FORCE MAJEURE.....	
ARTICLE 35 — FORCE MAJEURE	
CHAPTER 6 FINAL PROVISIONS	
ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES.....	

36.1	Forms and means of communication — Electronic management
36.2	Date of communication
	ARTICLE 37 — INTERPRETATION OF THE AGREEMENT
	ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES
	ARTICLE 39 — AMENDMENTS.....
39.1	Conditions
39.2	Procedure
	ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES
40.1	Accession of the beneficiaries mentioned in the Preamble
40.2	Addition of new beneficiaries
	ARTICLE 41 — TRANSFER OF THE AGREEMENT.....
	ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY
	ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES
43.1	Applicable law
43.2	Dispute settlement
	ARTICLE 44 — ENTRY INTO FORCE.....
1.	SUBCONTRACTING (Article 9.3)
2.	Data protection (— Article 15)
	2.1 REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS
3.	Intellectual property rights (IPR) — Background and results — Access rights and rights of use (— Article 16).....
	3.1 LIST OF BACKGROUND
	3.2 EDUCATION MATERIALS
4.	Communication, dissemination and visibility (— Article 17.4).....
	4.1 ERASMUS+ PROJECT RESULTS PLATFORM
5.	Specific rules for carrying out the action (— Article 18)
	5.1 EU RESTRICTIVE MEASURES
6.	Reporting (— Article 21).....
	6.1 ERASMUS+ REPORTING AND MANAGEMENT TOOL
	6.2 PERIODIC REPORT AND PROGRESS REPORT
	6.3 FINAL REPORT
	6.4 ASSESSMENT OF THE FINAL REPORT
7.	Amount due (— Article 22.3)
8.	Checks, reviews, audits and investigations (— Article 25)
	8.1 DESK CHECK

8.2 ON-THE-SPOT CHECKS	
8.3 SYSTEMS CHECK	
9. Grant reduction (— Article 28).....	
10. Communication between the parties (— Article 36)	
11. Inclusion support for participants with fewer opportunities	
12. Protection and safety of participants	
13. Monitoring and evaluation of accreditations	
14. Beneficiaries located in third countries not associated to the Programme	
15. Youthpass certificate.....	
17. Any additional provisions required by the national law	

DATA SHEET

1. General data

Project summary – if applicable see Annex 1

Project number: [project number generated by PMM]

Project title: [full title if applicable]

Call: [call ID, e.g. PROGRAMME-CALLABREVIATION-YEAR]

Type of action: [e.g. Cooperation Partnership/Small-scale partnership]

Granting authority: National Agency (DE03)

Project start date: [dd/mm/yyyy]

Project end date: [dd/mm/yyyy]

Project duration: [number of months/days, e.g. 36 months]

Consortium agreement: no

2. Participating entities

List of participating entities: see Annex 1

3. Grant

Maximum grant amount awarded: EUR [insert amount]

Grant form: Lump Sum for *cooperation partnerships*

Grant mode: Action grant

Budget categories/activity types: Lump sum contributions

Budget flexibility: No

4. Reporting, payments and recoveries

4.1 Continuous reporting (art 21)

Deliverables: Yes]

4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22):

data in this table:
see individual
contract

Reporting				Payments		
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Date From	Date to				

Pre-financing payments and guarantees:

Pre-financing payment		Pre-financing guarantee
Type	Amount	Guarantee amount*

Reporting and payment modalities (art 21, 22):

No-profit rule: n/a

Late payment interest: ECB + 3.5%

Bank account for payments:

[IBAN_account_number_and_SWIFT/BIC]

Conversion into euros: n/a

Reporting language: All request for payments and reporting must be submitted in German or English

4.3 Certificates (art 24)

n/a

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

Joint and several liability for enforced recoveries (in case of non-payment):

Limited joint and several liability of other beneficiaries — up to the maximum grant amount of the beneficiary

5. Consequences of non-compliance, applicable law & dispute settlement forum

Applicable law (art 43):

EU beneficiaries: Standard applicable law regime: EU law + national law of the Member State of the granting authority.

Non-EU beneficiaries: Special applicable law regime: EU law + national law of the country of the granting authority + general principles governing the law of international organisations and the general rules of international law.

Dispute settlement forum (art 43):

Standard dispute settlement forum:

EU beneficiaries: competent national courts of the Member State of the granting authority.

Non-EU beneficiaries: Courts of Brussels, Belgium (unless an international agreement provides for the enforceability of EU court judgements).

6. Other

Specific rules (Annex 2): Yes

- Data protection
- Additional provisions on pre-existing rights and the use of results (including intellectual and industrial property rights)
- Communication, Dissemination and Visibility
- Specific rules for carrying out the action
- Reporting
- Amount due
- Checks, reviews, audits and investigations
- Grant reduction

- Communication between the parties
- Inclusion support for participants with fewer opportunities
- Protection and safety of participants
- Beneficiaries located in the third countries not associated to the programme
- Any additional provisions required by the national law

Standard time-limits after project end:

Confidentiality: 5 years after final payment

Record-keeping: 5 (or 3 for grants of not more than EUR 60 000) years after final payment

Reviews: up to 5 (or 3 for grants of not more than EUR 60 000) years after final payment

Audits: up to 5 (or 3 for grants of not more than EUR 60 000) years after final payment

The Terms and Conditions (Article
1-6) are part of the contract
Version in English: See document
on NA website
<https://erasmusplus.schule/service/>