

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

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TERMS AND CONDITIONS

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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/>