



GRANT AGREEMENT for a:

Project with one beneficiary under the ERASMUS+ Programme¹

AGREEMENT NUMBER – [Project code]

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

on the one part,

the **National Agency** (hereinafter referred to as "the NA")

Finnish National Agency for Education
P.O. Box 380 (Hakaniemenranta 6)
00531 Helsinki, Finland

Registration number: 2769790-1,

duly represented for the purposes of signature of this Agreement by yksikön päällikkö, Sirpa Holmström,

and

on the other part,

the **beneficiary**

[Organisation legal name]

[Business registration number]

[Organisation legal address]

[Legal representative name]

[Legal representative e-mail]

[OID],

¹ Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing 'Erasmus+: the Union programme for education and training, youth and sport and repealing Regulation (EU) No 1288/2013

duly represented for the purposes of signature of this Agreement by [Legal representative position, Legal representative name]

The parties referred to above

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 IIIa Additional financial and contractual rules only applicable to projects organising virtual activities due to covid-19

Annex IV Applicable rates

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

which form an integral part of the Agreement.

Annex VI Pankkitietolomake/Blankett för konto- och betalningsuppgifter

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 Annexes II, IV and V

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

Annexes I, III, IV, V are published on the website:

<https://www.oph.fi/fi/ohjelmat/lyhytkestoisen-liikkuvuushankkeen-hallinnointi-ka122-adu>

SPECIAL CONDITIONS

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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 Special Conditions, the General Conditions and the other Annexes to the Agreement, for:

Project entitled: **[Project Title]** 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.

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 **[project duration]** months, from **[project start date]** to **[project end date]**

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

I.3.1 The maximum amount of the grant is EUR **[Total budget awarded by NA]**

I.3.2 With regards to 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 the reimbursement of the eligible costs of the action ('reimbursement of eligible costs') which are:

- (i) actually incurred ("reimbursement of actual costs") for the additional costs related to inclusion support for participants and for the exceptional costs based on the rates in Annex III;
- (ii) declared on the basis of the unit costs indicated in Annex IV ("reimbursement of unit costs") for the categories of costs in the same annex.

ARTICLE I.4 – REPORTING AND PAYMENTS ARRANGEMENTS

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 Pre-financing payment[s]

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.

The NA must make the pre-financing payment of EUR [**Pre-financing amount 80%**] to the beneficiary within 30 calendar days following the entry into force of the Agreement corresponding to 80% of the maximum grant amount specified in Article I.3.1 except if Article II.24 applies.

I.4.3 Reporting, requests for pre-financing payments and interim reports

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 submit a final report on the implementation of the Project using the reporting tools set in Article I.10. 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 and interest on late payment

The NA must make payments to the beneficiary.

If the NA does not pay within the time limits for payment, the beneficiary is entitled to late-payment interest at 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.

Late-payment interest is not due if the beneficiary is a Member State of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the NA suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, these actions cannot 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.

I.4.8 Currency for payments

The NA must make payments in euros.

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

Request for payment must be drafted in euros.

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 Language of requests for payments and reports

All requests for payments and reports must be submitted in Finnish, Swedish or English.

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.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account as indicated in the annex VI.

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

I.6.1 Data controller

The entity acting as a data controller as provided for in 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 to the following address:

Finnish National Agency for Education
P.O. Box 380 (Hakaniemenranta 6)
00531 Helsinki, Finland
E-mail address: erasmus.aikuiskoulutus@oph.fi

I.6.3 Communication details of the beneficiary

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

[Primary contact person name]
[Primary contact person position]
[Organisation legal name]
[Organisation address]
E-mail address: [Primary contact person e-mail]

ARTICLE I.7 - ADDITIONAL PROVISION ON PROCESSING OF PERSONAL DATA BY THE BENEFICIARY

I.7.1 Reporting obligations

The beneficiary shall report in the final report on the measures put in place for ensuring compliance of its data processing operations with the Regulation 2018/1725, in line with the obligations established in the Article II.7.2 of the General Conditions at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller.

I.7.2 Informing the participants on the processing of their personal data

The beneficiary shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities.

ARTICLE I.8 – PROTECTION AND SAFETY OF PARTICIPANTS

The beneficiary shall 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. The beneficiary must sign agreements with participants stating the details of the activities (start and end date), financial support and payment and insurance arrangements

Prior to any participation of minors in the project, the beneficiary must ensure full respect of applicable regulation on protection and safety of minors as defined by the applicable legislation in the sending and hosting countries, including but not limited to: parental or guardian consent, insurance arrangements, and age limits.

ARTICLE I.9 – ADDITIONAL PROVISIONS ON PRE-EXISTING RIGHTS AND THE USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provision of Article II.9.3 of the General Conditions, 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 licenses².

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under Article II.9.2 of the General Conditions, in particular by obtaining the necessary licences and authorisations from the rights holders concerned.

The beneficiary must ensure that the website address used is valid and up to date. If the website hosting is discontinued the beneficiary must remove the website from Organisation Registration System to avoid the risk that the domain is taken over by another party and redirected to other websites.

ARTICLE I.10 – USE OF IT TOOLS

I.10.1 Erasmus+ reporting and management tool

The beneficiary must make use of the web-based reporting and management tool provided by the European Commission to record all information in relation to the activities undertaken under the Project (including activities that were not directly supported with a grant from EU funds) and to complete and submit the progress report(s), interim report (if available in the Erasmus+ reporting and management 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 shall encode and update any new information regarding the participants and the activities in the Erasmus+ reporting and management tool.

² 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.10.2 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.11 – ADDITIONAL PROVISIONS ON SUBCONTRACTING

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

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

In addition to Article II.8, the beneficiary shall acknowledge the support received under the Erasmus+ programme in all communication and promotional materials, including on websites and social media. The guidelines on visual identity for the beneficiary and other third parties are available at https://ec.europa.eu/info/resources-partners/european-commission-visual-identity_es

ARTICLE I.13 – ADDITIONAL PROVISIONS ON SUPPORT TO PARTICIPANTS

With regard to Article II.12 of the General Conditions, if, while implementing the Project, the beneficiary has to give support to participants, the beneficiary must provide such support in accordance with the conditions specified in Annex II and Annex IV.

The beneficiary must:

- Either transfer the financial support for travel, individual support, linguistic support, course fees and preparatory visits in full to the participants of project activities, applying the rates for unit contributions as specified in Annex IV;
- Or provide the support for the same budget categories referred above to participants of project activities in the form of provision of the required goods and services. In such case, the beneficiary must ensure that the provision of these goods and services 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.14 – PROVISION OF INCLUSION SUPPORT FOR PARTICIPANTS WITH FEWER OPPORTUNITIES

For participants with fewer opportunities, the beneficiary shall ensure that, when necessary, the inclusion support is pre-financed in order to facilitate the participation in the activities.

ARTICLE I.15 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

With regard to Article II.22, 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 an exception, all budget transfers exceeding 15% of the funds of the budget category Inclusion support for participants to another budget category shall be done through an amendment.

ARTICLE I.16 – SPECIFIC FROM ANNEX I GENERAL CONDITIONS

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".

For the purposes of this Agreement, in Annex I General Conditions the notion "financial DEROGATIONS statement" must be read as "the budgetary part of the final 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" 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".

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 and point ii) of Article II.25.3(a).

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.

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".

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."

Article II.18 must be read as follows:

"II.18.1 The Agreement is governed by the applicable Union law, complemented, where necessary, by the law of Finland.

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.

With regards to Article II.19.1, the conditions for the eligibility of costs are complemented by sections I.1 and II.1 of Annex III.

With regards to Article II.20: the conditions for identifiability and verifiability of the amounts declared are complemented by section I.2 and II.2 of Annex III.

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."

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".

With regards to Article II.25.4 the conditions for reduction due to improper implementation, irregularities, fraud or breach of other obligations are complemented by section V of Annex III.

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) [...]An action may be brought against such offsetting before the competent court determined in Article II.18.2;

[...]

(c) by taking legal action as provided for in Article II.18.2 or in the Special Conditions."

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."