

GRANT AGREEMENT FOR THE ERASMUS+ PROGRAMME¹

Project [insert number]

PREAMBLE

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

on the one part,

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

Finnish National Agency for Education

Government and its agencies

2769790-1

PL 380 (Hakaniemenranta 6), 00531 HELSINKI

erasmus.korkeakoulutus@oph.fi

FI27697901

represented for the purposes of signature of this Agreement by Maija Airas, Head of Unit

and

on the other part,

the '**the coordinator**':

[**full official name**], OID [number], established in [legal official address in full],

[official legal form] [if applicable]

[official registration No] [if applicable]

[Email address]

[VAT number], [if applicable]

Erasmus Code : [e.g. B BRUXEL01] <insert code>

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

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

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.

If only one beneficiary signs the grant agreement ('mono-beneficiary grant'), all provisions referring to the 'coordinator' or the 'beneficiaries' will be considered — *mutatis mutandis* — as referring to the beneficiary.

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:

Preamble

Terms and Conditions (including Data Sheet)

Annex 1	Description of the Action, Estimated budget and List of participating entities
Annex 2	Applicable rules to eligible costs (Available on the website of the NA*)
Annex 3	Applicable rates (Available on the website of the NA*)
Annex 4	Accession form for beneficiaries (if applicable)
Annex 5	Specific rules (Available on the website of the NA*)
Annex 6	Templates for agreements to be used between beneficiaries and participants (if applicable) ² (Available on the website of the NA*)
Annex 7	Bank information form
Annex 8	Addendum I: Additional financial and contractual rules only applicable to projects increasing of incoming mobility of learners and staff from Ukraine due to the Russian war of aggression against Ukraine.

*) Website of the NA where the Annexes are available:

<https://www.oph.fi/fi/ohjelmat/erasmus-ka131-eurooppalaisen-ja-ka171-globaaliniikkuvuuden-hallinnointi-ja-1>

TERMS AND CONDITIONS

TABLE OF CONTENTS

GRANT AGREEMENT FOR THE ERASMUS+ PROGRAMME	1
TERMS AND CONDITIONS	3
CHAPTER 1 GENERAL	12
ARTICLE 1 — SUBJECT OF THE AGREEMENT	12
ARTICLE 2 — DEFINITIONS.....	12
CHAPTER 2 ACTION.....	13
ARTICLE 3 — ACTION	13
ARTICLE 4 — DURATION AND STARTING DATE.....	13
CHAPTER 3 GRANT	13
ARTICLE 5 — GRANT.....	13
5.1 Form of grant	13
5.2 Maximum grant amount.....	13
5.3 Funding rate	13
5.4 Estimated budget, budget categories and forms of funding	13
5.5 Budget flexibility	14
ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS	14
6.1 General eligibility conditions.....	14
6.2 Specific eligibility conditions for each budget category	15
6.3 Ineligible costs and contributions	15
6.4 Consequences of non-compliance.....	16
CHAPTER 4 GRANT IMPLEMENTATION	16
SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES, OTHER PARTICIPATING ENTITIES AND PARTICIPANTS.....	16
ARTICLE 7 — BENEFICIARIES	16
ARTICLE 8 — AFFILIATED ENTITIES	18
ARTICLE 9 — OTHER PARTICIPATING ENTITIES INVOLVED IN THE ACTION	19
9.1 Associated partners	19
9.2 Third parties giving in-kind contributions to the action.....	19
9.3 Subcontractors	19
9.4 Participants	19
ARTICLE 10 — PARTICIPATING ENTITIES WITH SPECIAL STATUS	19
10.1 Non-EU participating entities	19
10.2 Participating entities which are international organisations.....	20
SECTION 2 RULES FOR CARRYING OUT THE ACTION.....	20
ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION	20
11.1 Obligation to properly implement the action	20
11.2 Consequences of non-compliance.....	20
ARTICLE 12 — CONFLICT OF INTERESTS	20
12.1 Conflict of interests.....	20
12.2 Consequences of non-compliance.....	21
ARTICLE 13 — CONFIDENTIALITY AND SECURITY.....	21
13.1 Sensitive information	21

13.2	Classified information.....	22
13.3	Consequences of non-compliance.....	22
ARTICLE 14	— ETHICS AND VALUES	22
14.1	Ethics	22
14.2	Values	22
14.3	Consequences of non-compliance.....	22
ARTICLE 15	— DATA PROTECTION.....	23
15.1	Data processing by the granting authority	23
15.2	Data processing by the beneficiaries.....	23
15.3	Consequences of non-compliance.....	24
ARTICLE 16	— INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE.....	24
16.1	Background and access rights to background	24
16.2	Ownership of results	24
16.3	Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes	24
16.4	Specific rules on IPR, results and background.....	25
16.5	Consequences of non-compliance.....	25
ARTICLE 17	— COMMUNICATION, DISSEMINATION AND VISIBILITY	26
17.1	Communication — Dissemination — Promoting the action	26
17.2	Visibility — European flag and funding statement.....	26
17.3	Quality of information — Disclaimer	27
17.4	Specific communication, dissemination and visibility rules	27
17.5	Consequences of non-compliance.....	27
ARTICLE 18	— SPECIFIC RULES FOR CARRYING OUT THE ACTION	27
18.1	Specific rules for carrying out the action	27
18.2	Consequences of non-compliance.....	27
SECTION 3	GRANT ADMINISTRATION.....	28
ARTICLE 19	— GENERAL INFORMATION OBLIGATIONS	28
19.1	Information requests	28
19.2	Data updates in the Erasmus+ reporting and management tool	28
19.3	Information about events and circumstances which impact the action	28
19.4	Consequences of non-compliance.....	28
ARTICLE 20	— RECORD-KEEPING.....	28
20.1	Keeping records and supporting documents	28
20.2	Consequences of non-compliance.....	29
ARTICLE 21	— REPORTING	29
21.1	Continuous reporting	29
21.2	Periodic reporting	29
21.3	Currency for financial statements and conversion into euros	30
21.4	Reporting language	30
21.5	Consequences of non-compliance.....	31
ARTICLE 22	— PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE	31
22.1	Payments and payment arrangements	31
22.2	Recoveries.....	31

22.3	Amounts due.....	32
22.4	Enforced recovery.....	35
22.5	Consequences of non-compliance.....	36
ARTICLE 23 — GUARANTEES.....		36
23.1	Pre-financing guarantee.....	36
23.2	Consequences of non-compliance.....	37
ARTICLE 24 — CERTIFICATES.....		37
ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS		37
25.1	Granting authority checks, reviews and audits	37
25.2	European Commission checks, reviews and audits in grants of other granting authorities	39
25.3	Access to records for assessing simplified forms of funding.....	39
25.4	OLAF, EPPO and ECA audits and investigations	39
25.5	Consequences of checks, reviews, audits and investigations — Extension of findings	39
25.6	Consequences of non-compliance.....	41
ARTICLE 26 — IMPACT EVALUATIONS		41
CHAPTER 5	CONSEQUENCES OF NON-COMPLIANCE	41
SECTION 1 REJECTIONS AND GRANT REDUCTION		41
ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS		41
27.1	Conditions.....	41
27.2	Procedure	41
27.3	Effects.....	42
ARTICLE 28 — GRANT REDUCTION.....		42
28.1	Conditions.....	42
28.2	Procedure	42
28.3	Effects.....	42
SECTION 2 SUSPENSION AND TERMINATION		43
ARTICLE 29 — PAYMENT DEADLINE SUSPENSION		43
29.1	Conditions.....	43
29.2	Procedure	43
ARTICLE 30 — PAYMENT SUSPENSION		43
30.1	Conditions.....	43
30.2	Procedure	44
ARTICLE 31 — GRANT AGREEMENT SUSPENSION		44
31.1	Consortium-requested GA suspension.....	44
31.2	Granting Authority-initiated GA suspension	45
ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION.....		46
32.1	Consortium-requested GA termination.....	46
32.2	Consortium-requested beneficiary termination.....	47
32.3	Grant authority-initiated GA or beneficiary termination	48
SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS.....		52
ARTICLE 33 — DAMAGES.....		52
33.1	Liability of the granting authority	52
33.2	Liability of the beneficiaries	52
ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES		52

SECTION 4 FORCE MAJEURE	52
ARTICLE 35 — FORCE MAJEURE	52
CHAPTER 6 FINAL PROVISIONS	53
ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES	53
36.1 Forms and means of communication — Electronic management.....	53
36.2 Date of communication.....	53
ARTICLE 37 — INTERPRETATION OF THE AGREEMENT	54
ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES.....	54
ARTICLE 39 — AMENDMENTS	54
39.1 Conditions.....	54
39.2 Procedure	54
ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES	55
40.1 Accession of the beneficiaries mentioned in the Preamble.....	55
40.2 Addition of new beneficiaries	55
ARTICLE 41 — TRANSFER OF THE AGREEMENT	55
ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY	55
ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES	56
43.1 Applicable law	56
43.2 Dispute settlement.....	56
ARTICLE 44 — ENTRY INTO FORCE.....	56
1. MAXIMUM GRANT AMOUNT (— ARTICLE 5.2).....	72
1.1 Grant increase due to redistribution of funds.....	72
1.2. Grant decrease due to low number of mobility activities implemented.....	72
1.3. Grant increase for inclusion support and exceptional costs	72
2. BUDGET FLEXIBILITY (— ARTICLE 5.5).....	72
3. SUBCONTRACTORS (— ARTICLE 9.3).....	72
4. SUPPORT TO PARTICIPANTS (— ARTICLE 9.4).....	73
5. INCLUSION SUPPORT FOR PARTICIPANTS	73
6. DATA PROTECTION (— ARTICLE 15).....	73
6.1 Reporting on compliance with data protection obligations.....	73
6.2 Informing the participants on the processing of their personal data	73
7. INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16).....	74
7.1 List of background.....	74
7.2 Education materials	74
8. COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17.4).....	74
8.1 Erasmus+ Project Results Platform	74
9. SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18).....	74
9.1 EU restrictive measures	74
9.2 Obligatory information sessions and training	75
10. REPORTING (— ARTICLE 21).....	75
10.1 Erasmus+ reporting and management tool	75
10.2 Periodic report and Progress report	75
10.3 Final report	75
10.4 Assessment of the final report	75
11. AMOUNT DUE (— ARTICLE 22.3)	76

12. CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS (— ARTICLE 25)	77
12.1 Desk check.....	77
12.2 On-the-spot checks	77
12.3 Systems check.....	78
13. GRANT REDUCTION (— ARTICLE 28)	78
14. COMMUNICATION BETWEEN THE PARTIES (— ARTICLE 36)	79
15. MONITORING AND EVALUATION OF ACCREDITATIONS	79
16. ONLINE LANGUAGE SUPPORT (OLS)	79
17. PROTECTION AND SAFETY OF PARTICIPANTS	79
18. YOUTHPASS CERTIFICATE VIRHE. KIRJANMERKKIÄ EI OLE MÄÄRITETTY.	
19. ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW	80

DATA SHEET

1. General data

Project summary: see Annex 1 if applicable

Project number: [project code generated by PMM]

Project title: not applicable

Call: EAC/A08/2024 Erasmus+ -programme C/2024/6983

Type of action: KA1 HE, KA131-HED

Granting authority: National Agency

Project start date: 01/06/2025

Project end date: 31/07/2027

Project duration: 26 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: Budget-based mixed: actual costs and unit contributions

Grant mode: Action grant

Budget categories/activity types: Unit contributions:

- Mobility Organisational support
- Blended intensive programme organisational support
- Individual support
- Travel support
- Inclusion support for organisations

Actual costs:

- Exceptional costs
- Inclusion support for participants

Cost eligibility options (funding rate):

- Exceptional costs: 80% of the eligible direct costs
- Inclusion support for participants: 100%
- VAT: Yes – if not deductible or not refundable

Budget flexibility: Yes (flexibility with conditions, see art 2 in Annex 5)

4. Reporting, payments and recoveries

4.1 Continuous reporting (art 21)

Deliverables: No

4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22):

Reporting					Payments	
Reporting periods			Type	Deadline ³	Type	Deadline (time to pay)
RP No	Date from	Date to				
					Pre-financing	[one pre-financing in one instalment] 30 days, either from the entry into force of the Agreement or from the receipt of the pre-financing guarantee, whichever is the latest] [one pre-financing in two instalments – First instalment: 30 days, either from the entry into force of the Agreement or from the receipt of the pre-financing guarantee, whichever is the latest Second instalment - By [NA insert date]]
[1]	01/06/2025	31/12/2025	Periodic report	45 days after end of reporting period		
[4]	01/06/2025 start date	31/07/2027 end date	Final report	[60] days after end of reporting period	Final payment	60 days from receiving final report

Pre-financing payments and guarantees:

Pre-financing payment		Pre-financing guarantee
Type	Amount	Guarantee amount*
Pre-financing	[amount] [80% of the total amount]	N/A

Reporting and payment modalities (art 21, 22):

No-profit rule: n/a

Late payment interest: ECB + 3.5 %

Denomination of the bank account holder:

Bank account for payments:

Provided in bank information form Annex 7.

Conversion into euros: Double conversion⁴

Reporting language: All requests for payments and reporting must be submitted in Finnish, Swedish 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)

⁴ Beneficiaries with general accounts established in a currency other than the euro must convert the costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the Official Journal of the European Union (ECB website), calculated over the corresponding reporting period.

If no daily euro exchange rate is published in the Official Journal for the currency in question, they must be converted at the average of the monthly accounting exchange rates published on the European Commission website (InforEuro), calculated over the corresponding reporting period.

Beneficiaries with general accounts in euro must convert costs incurred in another currency into euro according to their usual accounting practices.

6. Other

Specific rules (Annex 5): Yes

- Maximum grant amount
- Budget flexibility
- Subcontractors
- Support to participants
- Inclusion support for participants
- Data protection
- IPR, background and results, access rights and rights of use
- 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
- Monitoring and evaluation of accreditations
- Online Language Support (OLS)
- Protection and safety of participants
- 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

Extension of findings from other grants to this grant: up to 5 (or 3 for grants of not more than EUR 60 000) years after the final payment

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and terms and conditions applicable to the grant awarded for the implementation of the action set out in Chapter 2.

ARTICLE 2 — DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Action — The project which is being funded in the context of this Agreement.

Grant — The grant awarded in the context of this Agreement.

Participating entities — Entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.

Participants Individuals who are fully involved in a project and who may receive part of the European Union grant intended to cover their costs of participation (notably travel and subsistence).

Beneficiaries (BEN) — The signatories of this Agreement (either directly or through an accession form).

Associated partners (AP) — Entities which participate in the action, but without the right to charge costs or claim contributions.

Subcontracting — Contracts for goods, works or services that are part of the action tasks (see Annex 1).

In-kind contributions — In-kind contributions within the meaning of Article 2(38) of EU Financial Regulation 2024/2509, i.e. non-financial resources made available free of charge by third parties.

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371⁵ and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁶, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95⁷.

Grave professional misconduct — Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave

⁵ Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

⁶ OJ C 316, 27.11.1995, p. 48.

⁷ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European

Communities financial interests (OJ L 312, 23.12.1995, p. 1).

professional misconduct within the meaning of Article 138(1)(c) of EU Financial Regulation 2024/2509⁸.

Applicable EU, international and national law — Any legal acts or other (binding or non-binding) rules and guidance in the area concerned.

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action set out in the Data Sheet (see Point 1), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

The duration and the starting date of the action are set out in the Data Sheet (see Point 1).

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

The grant is an action grant⁹ which takes the form of a budget-based mixed grant (i.e. a grant based on unit costs, but which also includes actual costs incurred.)

5.2 Maximum grant amount

The maximum grant amount is set out in the Data Sheet (see Point 3) and in the estimated budget (Annex 1).

5.3 Funding rate

The funding rate for costs is set out in the Data Sheet (see Point 3).

Unit contributions are not subject to any funding rate.

5.4 Estimated budget, budget categories and forms of funding

The estimated budget for the action is set out in Annex 1.

⁸ ‘Professional misconduct’ includes in particular, the following: violation of ethical standards of the profession; wrongful conduct with impact on professional credibility; breach of generally accepted professional ethical standards; false declarations/misrepresentation of information; participation in a cartel or other agreement distorting competition; violation of IPR; attempting to influence decision-making processes by taking advantage, through misrepresentation, of a conflict of interests, or to obtain confidential information from public authorities to gain an advantage; incitement to discrimination, hatred or violence or similar activities contrary to the EU values where negatively affecting or risking to affect the performance of a legal commitment.

⁹ For the definition, see Article 183(2)(a) EU Financial Regulation 2024/2509: ‘**action grant**’ means an EU grant to finance “an action intended to help achieve a Union policy objective”.

It contains the estimated eligible costs and unit contributions for the action, broken down by participating entity and budget category.

Annex 1 also shows the types of costs and contributions (forms of funding)¹⁰ to be used for each budget category.

The details on the calculation of the unit contributions are explained in Annex 2.

5.5 Budget flexibility

The budget breakdown may be adjusted — without an amendment (see Article 39) — by transfers (between budget categories), as long as this does not imply any substantive or important change to the description of the action in Annex 1.

However:

- other changes require an amendment or simplified approval, if specifically provided for in Annex 5.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

In order to be eligible, costs and contributions must meet the **eligibility** conditions set out in this Article.

6.1 General eligibility conditions

The **general eligibility conditions** are the following:

- (a) for actual costs (if any):
 - (i) they must be actually incurred by the beneficiary
 - (ii) they must be incurred in the period set out in Article 4
 - (iii) they must be declared under one of the budget categories set out in Article 6.2 and Annex 1
 - (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation
 - (v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices
 - (vi) they must comply with the applicable national law on taxes, labour and social security and

¹⁰ See Article 125 EU Financial Regulation 2024/2509.

- (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency
- (b) for unit contributions:
 - (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 1
 - (ii) the units must:
 - be actually used or produced by the beneficiary in the period set out in Article 4
 - be necessary for implementing the action or produced by it and
 - (iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20).

Indirect costs

Indirect costs will be reimbursed at the flat rate as set out in the Data Sheet (see Point 3).

6.2 Specific eligibility conditions for each budget category

For each budget category, the **specific eligibility conditions** are set in Annex 2.

6.3 Ineligible costs and contributions

The following costs or contributions are **ineligible**:

- (a) costs or contributions that do not comply with the conditions set out above (see Articles 6.1 and 6.2), in particular:
 - (i) costs related to return on capital and dividends paid by a beneficiary
 - (ii) debt and debt service charges
 - (iii) provisions for future losses or debts
 - (iv) interest owed
 - (v) currency exchange losses
 - (vi) bank costs charged by the beneficiary's bank for transfers from the granting authority
 - (vii) excessive or reckless expenditure
 - (viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)
 - (ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)

- (x) in-kind contributions by third parties
- (b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:
 - (i) if the action grant is combined with an operating grant¹¹ running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant;
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)
- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other:
 - (i) costs or contributions declared specifically ineligible in the call conditions.

6.4 Consequences of non-compliance

If a beneficiary declares costs or contributions that are ineligible, they will be rejected (see Article 27).

This may also lead to other measures described in Chapter 5.

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES, OTHER PARTICIPATING ENTITIES AND PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

The beneficiaries, as signatories of the Agreement, are fully responsible towards the granting authority for implementing it and for complying with all its obligations.

They must implement the Agreement to their best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.

They must have the appropriate resources to implement the action and implement the action under their own responsibility and in accordance with Article 11. If they rely on other participating entities (see Articles 8 and 9), they retain sole responsibility towards the granting authority and the other beneficiaries.

¹¹ For the definition, see Article 183(2)(b) EU Financial Regulation 2024/2509: ‘**operating grant**’ means an EU grant to finance “the functioning of a body which has an objective forming part of and supporting an EU policy”.

They are jointly responsible for the *technical* implementation of the action. If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment; see Article 39). The *financial* responsibility of each beneficiary in case of recoveries is governed by Article 22.

The beneficiaries (and their action) must remain eligible under the EU programme funding the grant for the entire duration of the action. Costs and contributions will be eligible only as long as the beneficiary and the action are eligible.

The **internal roles and responsibilities** of the beneficiaries are divided as follows:

(a) Each beneficiary must:

- (i) keep information stored in the Erasmus+ reporting and management tool up to date (see Article 19)
- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
- (iii) submit to the coordinator in good time:
 - the pre-financing guarantees (if required; see Article 23)
 - the financial statements
 - the contribution to the deliverables and technical reports (see Article 21)
 - any other documents or information required by the granting authority under the Agreement

(b) The coordinator must:

- (i) monitor that the action is implemented properly (see Article 11)
- (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:
 - submit the prefinancing guarantees to the granting authority (if any)
 - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
 - submit the deliverables and reports to the granting authority
 - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)

- (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

The coordinator may not delegate or subcontract the above-mentioned tasks to any other beneficiary or third party (including affiliated entities).

However, coordinators which are public bodies may delegate the tasks set out in Point (b)(ii) last indent and (iii) above to entities with ‘authorisation to administer’ which they have created or which are controlled by them. In this case, the coordinator retains sole responsibility for the payments and for compliance with the obligations under the Agreement.

Moreover, coordinators which are ‘sole beneficiaries’¹² may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

The beneficiaries must have **internal arrangements** regarding their operation and co-ordination, to ensure that the action is implemented properly.

If required by the granting authority (see Data Sheet, Point 1), these arrangements must be set out in a written **consortium agreement** between the beneficiaries, covering for instance:

- the internal organisation of the consortium
- the management of access to the Erasmus+ reporting and management tool
- different distribution keys for the payments and financial responsibilities in case of recoveries (if any)
- additional rules on rights and obligations related to background and results (see Article 16)
- settlement of internal disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries.

The internal arrangements must not contain any provision contrary to this Agreement.

ARTICLE 8 — AFFILIATED ENTITIES

Not applicable

¹² For the definition, see Article 190(2) EU Financial Regulation 2024/2509: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant.”

ARTICLE 9 — OTHER PARTICIPATING ENTITIES INVOLVED IN THE ACTION

9.1 Associated partners

Not applicable

9.2 Third parties giving in-kind contributions to the action

Other third parties may give in-kind contributions to the action (i.e. personnel, equipment, other goods, works and services, etc. which are free-of-charge), if necessary for the implementation.

Third parties giving in-kind contributions do not implement any action tasks. They may not charge costs or contributions to the action and the costs for the in-kind contributions are not eligible.

9.3 Subcontractors

Subcontractors may participate in the action, if necessary for the implementation.

Subcontractors must implement their action tasks in accordance with Article 11. The beneficiaries' costs for subcontracting are considered entirely covered by the unit contributions (irrespective of the actual subcontracting costs incurred, if any).

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the subcontractors.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the subcontractors.

9.4 Participants

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 the Annexes 1, 2, 3 and 5 to this Agreement.

ARTICLE 10 — PARTICIPATING ENTITIES WITH SPECIAL STATUS

10.1 Non-EU participating entities

Participating entities which are established in a non-EU country (if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)

- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC¹³
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

Special rules on dispute settlement apply (see Data Sheet, Point 5).

10.2 Participating entities which are international organisations

Not applicable

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement, the call conditions, the applicable quality standards, as well as all legal obligations under applicable EU, international and national law.

11.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

¹³ Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

12.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the beneficiary may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participating entities involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation
- (c) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444¹⁴ and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participating entities involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

13.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

14.2 Values

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

14.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

¹⁴ Commission Decision 2015/444/EU, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

Any personal data under the Agreement will be processed under the responsibility of the data controller identified in the Privacy Statement available at <https://ec.europa.eu/erasmus-esc-personal-data> in accordance with the applicable data protection legislation, in particular Regulation 2018/1725¹⁵ and related national data protection acts, and for the purposes set out in the Privacy Statement .

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679¹⁶ and Regulation 2018/1725¹⁷). The beneficiaries act as processors in this processing activity.

They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

The beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiaries must ensure that the personnel is under a confidentiality obligation.

The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Privacy Statement available at <https://ec.europa.eu/erasmus-esc-personal-data>.

¹⁵ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

¹⁶ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

¹⁸ Applying calculation under article 22.3.4.

15.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE

16.1 Background and access rights to background

The beneficiaries must give each other and the other participating entities access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

- (a) held by the beneficiaries before they acceded to the Agreement and
- (b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

16.2 Ownership of results

The granting authority does not obtain ownership of the results produced under the action.

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes

The granting authority and the European Commission have the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries’ materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) **use for their own purposes** (in particular, making them available to persons working for them or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)

- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) **translation**
- (e) **storage** in paper, electronic or other form
- (f) **archiving**, in line with applicable document-management rules
- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority
- (h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works** and

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

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 this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority][European Commission] under conditions.”

16.4 Specific rules on IPR, results and background

Specific rules regarding intellectual property rights, results and background (if any) are set out in Annex 5.

16.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

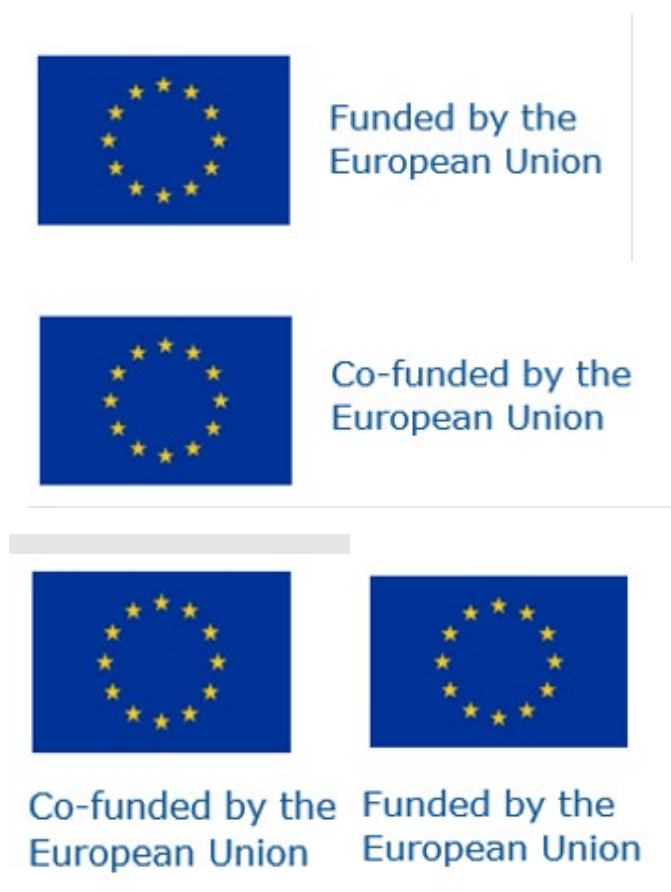
17.1 Communication — Dissemination — Promoting the action

Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent and effective manner.

Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

17.3 Quality of information — Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

17.4 Specific communication, dissemination and visibility rules

Specific communication, dissemination and visibility rules (if any) are set out in Annex 5.

17.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

Specific rules for implementing the action (if any) are set out in Annex 5.

18.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

The beneficiaries must provide — during the action or afterwards and in accordance with Article 7 — any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete and in the format requested, including electronic format.

19.2 Data updates in the Erasmus+ reporting and management tool

The beneficiaries must keep — at all times, during the action— their information stored in the Erasmus+ reporting and management tool up to date, in particular, their name, address, legal representatives, legal form and organisation type.

19.3 Information about events and circumstances which impact the action

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any of the following:

- (a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
 - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
- (b) **circumstances** affecting:
 - (ii) the decision to award the grant or
 - (iii) compliance with requirements under the Agreement.

19.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents
- (b) for unit costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep adequate records and supporting documents to prove the number of units declared .

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement, the beneficiaries must keep these records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

20.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 21 — REPORTING

21.1 Continuous reporting

Where applicable, the coordinator must submit a progress report in accordance with the timing set out in the Data sheet (see Point 4.2) and conditions set in Annex 5.

21.2 Periodic reporting

In addition, the beneficiaries must provide reports to request payments, in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2):

- for additional pre-financing (if any): a **periodic report**
- for the final payment: a **final report**.

The periodic reports include a technical and financial part.

The technical part includes an overview of the action implementation. It must be prepared using the template provided by the National Agency.

The financial part includes:

- a statement on the use of the previous pre-financing payment
- the financial statements (individual and consolidated for all beneficiaries and affiliated entities, if any)
- the explanation on the use of resources (or detailed cost reporting table, if required).

The financial statements must detail the eligible costs and contributions for the units implemented in the reporting period.

Unit contributions which are not declared in a financial statement will not be taken into account by the granting authority.

By signing the financial statements (in the Erasmus+ reporting and management tool), the beneficiaries confirm that:

- the information provided is complete, reliable and true
- the costs and unit contributions declared are eligible (see Article 6)
- the contributions can be substantiated by adequate records and supporting documents (see Article 20 and Annex 2) that will be produced upon request (see Article 19) or in the context of checks, reviews, audits and investigations (see Article 25).

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

Beneficiaries with general accounts established in a currency other than the euro must convert the costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, calculated over the corresponding reporting period (<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the *Official Journal* for the currency in question, they must be converted at the average of the monthly accounting exchange rates published on the European Commission website ([InforEuro](#)), calculated over the corresponding reporting period.

Beneficiaries with general accounts in euro must convert costs incurred in another currency into euro according to their usual accounting practices.

21.4 Reporting language

The reporting must be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

21.5 Consequences of non-compliance

If a report submitted does not comply with this Article, the granting authority may suspend the payment deadline (see Article 29) and apply other measures described in Chapter 5.

If the coordinator breaches its reporting obligations, the granting authority may terminate the grant or the coordinator's participation (see Article 32) or apply other measures described in Chapter 5.

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

Payments will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

They will be made in euro to the bank account indicated by the coordinator (see Data Sheet, Point 4.2) and must be distributed without unjustified delay (restrictions may apply to distribution of the initial prefinancing payment; see Data Sheet, Point 4.2).

Payments to this bank account will discharge the granting authority from its payment obligation.

The cost of payment transfers will be borne as follows:

- the granting authority bears the cost of transfers charged by its bank
- the beneficiary bears the cost of transfers charged by its bank
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

Payments by the granting authority will be considered to have been carried out on the date when they are debited to its account.

22.2 Recoveries

Recoveries will be made, if — at beneficiary termination, final payment or afterwards — it turns out that the granting authority has paid too much and needs to recover the amounts undue.

The general liability regime for recoveries (first-line liability) is as follows: At final payment, the coordinator will be fully liable for recoveries, even if it has not been the final recipient of the undue amounts. At beneficiary termination or after final payment, recoveries will be made directly against the beneficiaries concerned.

Beneficiaries will be fully liable for repaying the debts of their affiliated entities.

In case of enforced recoveries (see Article 22.4):

- the beneficiaries will be jointly and severally liable for repaying debts of another beneficiary under the Agreement (including late-payment interest), if required by the granting authority (see Data Sheet, Point 4.4)

22.3 Amounts due

22.3.1 Pre-financing payments

The aim of the pre-financing is to provide the beneficiaries with a float.

It remains the property of the EU until the final payment.

For **initial pre-financings** (if any), the amount due, schedule and modalities are set out in the Data Sheet (see Point 4.2).

For **additional pre-financings** (if any), the amount due, schedule and modalities are also set out in the Data Sheet (see Point 4.2). However, if the statement on the use of the previous pre-financing payment shows that less than 70% was used, the amount set out in the Data Sheet will be reduced by the difference between the 70% threshold and the amount used.

Pre-financing payments (or parts of them) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

22.3.2 Amount due at beneficiary termination — Recovery

In case of beneficiary termination, the granting authority will determine the provisional amount due for the beneficiary concerned. Payments (if any) will be made with the final payment.

The **amount due** will be calculated based on the total accepted EU contribution for the beneficiary concerned.

The granting authority will first calculate the 'accepted EU contribution' for the beneficiary for all reporting periods, by calculating the 'maximum EU contribution to costs' (applying the funding rate to the accepted costs of the beneficiary), and adding the unit contributions for the accepted units, if any.

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the 'total accepted EU contribution' for the beneficiary.

The **balance** is then calculated by deducting the payments received (if any; see report on the distribution of payments in Article 32), from the total accepted EU contribution for that beneficiary:

$$\begin{aligned} & \{ \text{total accepted EU contribution for the beneficiary} \\ & \text{minus} \\ & \{ \text{prefinancing payments received (if any)} \} \}. \end{aligned}$$

If the balance is **positive**, the amount will be included in the final payment to the consortium.

If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount due, the amount to be recovered and the reasons why and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered and ask this amount to be paid to the coordinator (**confirmation letter**).

The amounts will later on also be taken into account for the final payment.

22.3.3 Interim payments

Not applicable.

22.3.4 Final payment — Final grant amount — Revenues and Profit — Recovery

The final payment (payment of the balance) reimburses the remaining part of the eligible costs and contributions claimed for the implementation of the action (if any).

The final payment will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

Payment is subject to the approval of the final report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

The **final grant amount for the action** will be calculated based on the total accepted EU contribution.

The granting authority will first calculate the ‘accepted EU contribution’ for the action for all reporting periods, by calculating the ‘maximum EU contribution to costs’ (applying the funding rate to the total accepted costs of each beneficiary), adding the unit contributions for the accepted units, if any.

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the ‘total accepted EU contribution’.

If the resulting amount is higher than the maximum grant amount set out in Article 5.2, it will be limited to the latter.

The **balance** (final payment) is then calculated by deducting the total amount of prefinancing payments already made (if any), from the final grant amount:

$$\begin{aligned} & \{ \text{final grant amount} \\ & \text{minus} \\ & \{ \text{prefinancing payments made (if any)} \} \} . \end{aligned}$$

If the balance is **positive**, it will be **paid** to the coordinator.

The final payment (or part of it) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to recover, the final grant amount, the amount to be recovered and the reasons why
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and date for payment.

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

22.3.5 Audit implementation after final payment — Revised final grant amount — Recovery

If — after the final payment (in particular, after checks, reviews, audits or investigations; see Article 25) — the granting authority rejects costs or contributions (see Article 27) or reduces the grant (see Article 28), it will calculate the difference between the **beneficiary's share in the final grant amount for the action**¹⁸ and the **revised final grant amount** for the beneficiary concerned.

The **beneficiary's share in the final grant amount for the action**¹⁹ is calculated as follows:

$$\left\{ \left\{ \text{total accepted EU contribution for the beneficiary}^{20} \right. \right. \\ \text{divided by} \\ \left. \left. \text{total accepted EU contribution for the action}^{21} \right\} \right. \\ \text{multiplied by} \\ \left. \left. \text{final grant amount for the action} \right\} \right.$$

The **beneficiary revised final grant amount** is established by adding the 'revised accepted costs' and 'revised accepted contributions' and taking into account grant reductions (if any).

¹⁸ Applying calculation under article 22.3.4.

¹⁹ At the final payment stage.

²⁰ Applying calculation under article 22.3.2.

²¹ Applying calculation under article 22.3.4.

If the revised final grant amount is lower than the beneficiary's final grant amount, the **amount to be recovered** from the beneficiary will be:

{the beneficiary's share in the final grant amount for the action}

minus

{the beneficiary's revised final grant amount}

Procedure for recovery

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount to be recovered and the reasons why and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and the date for payment.

Recoveries against affiliated entities (if any) will be handled through their beneficiaries.

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

22.4 Enforced recovery

If payment is not made by the date specified in the debit note, the amount due will be recovered:

- (a) by offsetting the amount — without the coordinator or beneficiary's consent — against any amounts owed to the coordinator or beneficiary by the granting authority.

In exceptional circumstances, to safeguard the EU financial interests, the amount may be offset before the payment date specified in the debit note.

- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by taking legal action (see Article 43).

The amount to be recovered will be increased by **late-payment interest** at the rate set out in Article 22.5, from the day following the payment date in the debit note, up to and including the date the full payment is received.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366²² applies.

22.5 Consequences of non-compliance

22.5.1 If the granting authority does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the reference rate applied by the European Central Bank (ECB) for its main refinancing operations in euros, plus the percentage specified in the Data Sheet (Point 4.2). The ECB reference rate to be used is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the coordinator only on request submitted within two months of receiving the late payment.

Late-payment interest is not due if all beneficiaries are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

If payments or the payment deadline are suspended (see Articles 29 and 30), payment will not be considered as late.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

22.5.2 If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the coordinator may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 23 — GUARANTEES

23.1 Pre-financing guarantee

If required by the granting authority (see Data Sheet, Point 4.2), the beneficiaries must provide (one or more) pre-financing guarantee(s) in accordance with the timing and the amounts set out in the Data Sheet.

The coordinator must submit them to the granting authority in due time before the prefinancing they are linked to. The guarantee must fulfil the following conditions:

²² Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, p. 35).

- (a) be provided by a bank or approved financial institution established in the EU or — if requested by the coordinator and accepted by the granting authority — by a third party or a bank or financial institution established outside the EU offering equivalent security
- (b) the guarantor stands as first-call guarantor and does not require the granting authority to first have recourse against the principal debtor (i.e. the beneficiary concerned) and
- (c) remain explicitly in force until the final payment and, if the final payment takes the form of a recovery, until five months after the debit note is notified to a beneficiary.

They will be released within the following month.

23.2 Consequences of non-compliance

If the beneficiaries breach their obligation to provide the prefinancing guarantee, the prefinancing will not be paid.

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 24 — CERTIFICATES

Not applicable.

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.

25.1.2 Project reviews

The granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

Such project reviews may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent, outside experts. If it uses outside experts, the coordinator or beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The coordinator or beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The granting authority may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 13.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with the outside experts.

For **on-the-spot** visits, the beneficiary concerned must allow access to sites and premises (including to the outside experts) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a **project review report** will be drawn up.

The granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations.

Project reviews (including project review reports) will be in the language of the Agreement.

25.1.3 Audits

The granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Such audits may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the beneficiary concerned and will be considered to start on the date of the notification.

The granting authority may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

For **on-the-spot** visits, the beneficiary concerned must allow access to sites and premises (including for the external audit firm) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a **draft audit report** will be drawn up.

The auditors will formally notify the draft audit report to the beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure).

The **final audit report** will take into account observations by the beneficiary concerned and will be formally notified to them.

Audits (including audit reports) will be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

25.2 European Commission checks, reviews and audits in grants of other granting authorities

The European Commission has the same rights of checks, reviews and audits as the granting authority.

25.3 Access to records for assessing simplified forms of funding

The beneficiaries must give the European Commission access to their statutory records for the periodic assessment of simplified forms of funding which are used in EU programmes.

25.4 OLAF, EPPO and ECA audits and investigations

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013²³ and No 2185/96²⁴
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 263 of EU Financial Regulation 2024/2509.

If requested by these bodies, the beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

To this end, the beneficiary concerned must keep all relevant information relating to the action, at least until the time-limit set out in the Data Sheet (Point 6) and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

25.5 Consequences of checks, reviews, audits and investigations — Extension of findings

25.5.1 Consequences of checks, reviews, audits and investigations in this grant

²³ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

²⁴ Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to rejections (see Article 27), grant reduction (see Article 28) or other measures described in Chapter 5.

Rejections or grant reductions after the final payment will lead to a revised final grant amount (see Article 22).

Findings in checks, reviews, audits or investigations during the action implementation may lead to a request for amendment (see Article 39), to change the description of the action set out in Annex 1.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions ('extension to other grants').

Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.

25.5.2 Extension from other grants

Findings of checks, reviews, audits or investigations in other grants may be extended to this grant, if:

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

The granting authority will formally notify the beneficiary concerned of the intention to extend the findings and the list of grants affected.

If the extension concerns **rejections of costs or contributions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings
- (b) the request to submit revised financial statements for all grants affected
- (c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:
 - (i) considers that the submission of revised financial statements is not possible or practicable or
 - (ii) does not submit revised financial statements.

If the extension concerns **grant reductions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and

(b) the **correction rate for extrapolation**, established on the basis of the systemic or recurrent errors and the principle of proportionality.

The beneficiary concerned has **60 days** from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method/rate**.

On the basis of this, the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

25.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 26 — IMPACT EVALUATIONS

Not applicable.

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS

27.1 Conditions

The granting authority will — at beneficiary termination, final payment or afterwards — reject any costs or contributions which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 25).

The rejection may also be based on the extension of findings from other grants to this grant (see Article 25).

Ineligible costs or contributions will be rejected.

27.2 Procedure

If the rejection does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the rejection, the amounts and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the rejection (payment review procedure).

If the rejection leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

27.3 Effects

If the granting authority rejects costs or contributions, it will deduct them from the costs or contributions declared and then calculate the amount due (and, if needed, make a recovery; see Article 22).

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

The granting authority may — at beneficiary termination, final payment or afterwards — reduce the grant for a beneficiary, if:

- (a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) extension of findings: the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5).

The amount of the reduction will be calculated for each beneficiary concerned and proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying an individual reduction rate to their accepted EU contribution.

28.2 Procedure

If the grant reduction does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the reduction, the amount to be reduced and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the reduction (payment review procedure).

If the grant reduction leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

28.3 Effects

If the granting authority reduces the grant, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery; see Article 22).

SECTION 2 — SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

The granting authority may — at any moment — suspend the payment deadline if a payment cannot be processed because:

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or
- (c) there are other issues affecting the EU financial interests.

29.2 Procedure

The granting authority will formally notify the coordinator of the suspension and the reasons why.

The suspension will **take effect** the day the notification is sent.

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining time to pay (see Data Sheet, Point 4.2) will resume.

If the suspension exceeds two months, the coordinator may request the granting authority to confirm if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the report and the revised report is not submitted (or was submitted but is also rejected), the granting authority may also terminate the grant or the participation of the coordinator (see Article 32).

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

The granting authority may — at any moment — suspend payments, in whole or in part for one or more beneficiaries, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required

information, breach of ethics or security rules (if applicable), failing to cooperate with checks, reviews, audits and investigations, etc.), or

- (b) extension of findings: a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5).

If payments are suspended for one or more beneficiaries, the granting authority will make partial payment(s) for the part(s) not suspended. If suspension concerns the final payment, the payment (or recovery) of the remaining amount after suspension is lifted will be considered to be the payment that closes the action.

30.2 Procedure

Before suspending payments, the granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to suspend payments and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

At the end of the suspension procedure, the granting authority will also inform the coordinator.

The suspension will **take effect** the day after the confirmation notification is sent.

If the conditions for resuming payments are met, the suspension will be **lifted**. The granting authority will formally notify the beneficiary concerned (and the coordinator) and set the suspension end date.

During the suspension, no prefinancing will be paid to the beneficiaries concerned.

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

The beneficiaries may request the suspension of the grant or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 35) — make implementation impossible or excessively difficult.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why

- the date the suspension takes effect; this date may be before the date of the submission of the amendment request and
- the expected date of resumption.

The suspension will **take effect** on the day specified in the amendment.

Once circumstances allow for implementation to resume, the coordinator must immediately request another **amendment** of the Agreement to set the suspension end date, the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the amendment. This date may be before the date of the submission of the amendment request.

During the suspension, no pre-financing will be paid. Moreover, no units may be implemented. Ongoing units must be interrupted and no new units may be started. Costs incurred or contributions for activities implemented during grant suspension are not eligible (see Article 6.3).

31.2 Granting Authority-initiated GA suspension

31.2.1 Conditions

The granting authority may suspend the grant or any part of it, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), failing to cooperate with checks, reviews, audits and investigations, etc.), or
- (b) extension of findings: a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5)

31.2.2 Procedure

Before suspending the grant, the granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to suspend the grant and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

The suspension will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification).

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

During the suspension, no pre-financing will be paid. Moreover, no units may be implemented, ongoing units must be interrupted and no new units may be started. Costs incurred or contributions for activities implemented during suspension are not eligible (see Article 6.3).

The beneficiaries may not claim damages due to suspension by the granting authority (see Article 33).

Grant suspension does not affect the granting authority's right to terminate the grant or a beneficiary (see Article 32) or reduce the grant (see Article 28).

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the date the consortium ends work on the action ('end of work date') and
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

The termination will **take effect** on the termination date specified in the amendment.

If no reasons are given or if the granting authority considers the reasons do not justify termination, it may consider the grant terminated improperly.

32.1.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit a **final report** (for the open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

If the granting authority does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

Improper termination may lead to a grant reduction (see Article 28).

After termination, the beneficiaries' obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

The coordinator may request the termination of the participation of one or more beneficiaries, on request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing)
- the date the beneficiary ends work on the action ('end of work date')
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

If the termination concerns the coordinator and is done without its agreement, the amendment request must be submitted by another beneficiary (acting on behalf of the consortium).

The termination will **take effect** on the termination date specified in the amendment.

If no information is given or if the granting authority considers that the reasons do not justify termination, it may consider the beneficiary to have been terminated improperly.

32.2.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a **report on the distribution of payments** to the beneficiary concerned

- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, and the explanation on the use of resources,
- (iii) a second **request for amendment** (see Article 39) with other amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

If the granting authority does not receive the termination report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

If the second request for amendment is accepted by the granting authority, the Agreement is **amended** to introduce the necessary changes (see Article 39).

If the second request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

Improper termination may lead to a reduction of the grant (see Article 31) or grant termination (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

32.3 Grant authority-initiated GA or beneficiary termination

32.3.1 Conditions

The granting authority may terminate the grant or the participation of one or more beneficiaries, if:

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)

- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)
- (f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations
- (g) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct
- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)
- (j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), failing to cooperate with checks, reviews, audits and investigations, etc.)
- (k) extension of findings: a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5)

- (l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks.

32.3.2 Procedure

Before terminating the grant or participation of one or more beneficiaries, the granting authority will send a **pre-information letter** to the coordinator or beneficiary concerned:

- formally notifying the intention to terminate and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the termination and the date it will take effect (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

For beneficiary terminations, the granting authority will — at the end of the procedure — also inform the coordinator.

The termination will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification; ‘termination date’).

32.3.3 Effects

(a) for **GA termination**:

The coordinator must — within 60 days from when termination takes effect — submit a **final report** (for the last open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

If the grant is terminated for breach of the obligation to submit reports, the coordinator may not submit any report after termination.

If the granting authority does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

Termination does not affect the granting authority’s right to reduce the grant (see Article 28) or to impose administrative sanctions (see Article 34).

The beneficiaries may not claim damages due to termination by the granting authority (see Article 33).

After termination, the beneficiaries’ obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact

evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

(b) for **beneficiary termination**:

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, and the explanation on the use of resources
- (iii) a **request for amendment** (see Article 39) with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

If the granting authority does not receive the termination report within the deadline, only costs and contributions included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

If the request for amendment is accepted by the granting authority, the Agreement is **amended** to introduce the necessary changes (see Article 39).

If the request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

The granting authority cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of the implementation of the Agreement, including for gross negligence.

The granting authority cannot be held liable for any damage caused by any of the beneficiaries or other participating entities involved in the action, as a consequence of the implementation of the Agreement.

33.2 Liability of the beneficiaries

The beneficiaries must compensate the granting authority for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement, provided that it was caused by gross negligence or wilful act.

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 137 to 148 EU Financial Regulation 2024/2509 and Articles 4 and 7 of Regulation 2988/95²⁵).

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

‘Force majeure’ means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties’ control,

²⁵ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

- was not due to error or negligence on their part (or on the part of other participating entities involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

Communication under the Agreement (information, requests, submissions, ‘formal notifications’, etc.) must:

- be made in writing
- clearly identify the Agreement (project number and title if any) and
- using the forms and templates when provided.

Except for formal notifications, the parties should recourse to communications using electronic means.

Formal notifications must be made by registered post with proof of delivery (‘formal notification on paper’).

However, formal notifications may be sent electronically if the applicable national law in the Member State concerned allows it, notably with proof of delivery.

36.2 Date of communication

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent).

Formal notifications on paper sent by registered post with proof of delivery are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

The provisions in the Data Sheet take precedence over the rest of the Terms and Conditions of the Agreement.

Annex 5 takes precedence over the Terms and Conditions; the Terms and Conditions take precedence over the Annexes other than Annex 5.

Estimated budget takes precedence over the description of the action in Annex 1.

ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71²⁶, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

‘Days’ means calendar days, not working days.

ARTICLE 39 — AMENDMENTS

39.1 Conditions

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

39.2 Procedure

The party requesting an amendment must submit a request for amendment (see Article 36).

The coordinator submits and receives requests for amendment on behalf of the beneficiaries (see Annex 4). If a change of coordinator is requested without its agreement, the submission must be done by another beneficiary (acting on behalf of the other beneficiaries).

The request for amendment must include:

- the reasons why
- the appropriate supporting documents and
- for a change of coordinator without its agreement: the opinion of the coordinator (or proof that this opinion has been requested in writing).

²⁶ Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

The granting authority may request additional information.

If the party receiving the request agrees, it must sign the amendment within 45 days of receiving notification (or any additional information the granting authority has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date of entry into force or other date specified in the amendment.

ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

40.1 Accession of the beneficiaries mentioned in the Preamble

The beneficiaries which are not coordinator must accede to the grant by signing the accession form (see Annex 4).

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 44).

40.2 Addition of new beneficiaries

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 39. It must include an accession form (see Annex 4) signed by the new beneficiary.

New beneficiaries will assume the rights and obligations under the Agreement with effect from the date of their accession specified in the accession form (see Annex 4).

ARTICLE 41 — TRANSFER OF THE AGREEMENT

Not applicable.

ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY

The beneficiaries may not assign any of their claims for payment against the granting authority to any third party, except if expressly approved in writing by the granting authority on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the granting authority has not accepted the assignment or if the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the granting authority.

ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

43.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the national law of the Member State of the granting authority.

43.2 Dispute settlement

If a dispute concerns the interpretation, application or validity of the Agreement, the parties must bring action before the competent courts of the Member State of the granting authority.

For non-EU beneficiaries (if any), such disputes must be brought before the courts of Brussels, Belgium — unless an association agreement to the EU programme provides for the enforceability of EU court judgements .

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 22 and 34), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice — under Article 263 TFEU.

ARTICLE 44 — ENTRY INTO FORCE

The Agreement will enter into force on the day of last signature, which is of the granting authority.

SIGNATURES

For the coordinator
[forename/surname/function]

For the granting authority
Maija Airas, Head of Unit

**ANNEX 1 - DESCRIPTION OF THE ACTION AND ESTIMATED BUDGET AND
LIST OF PARTICIPATING ENTITIES**

ANNEX 2 – additional information related to the eligibility of costs

1. UNIT CONTRIBUTIONS

1.1 Travel Support

Place of origin: the place where the sending organisation is located.

Sustainable means of transport: bike, bus, car-pooling, and train. The National Agency may accept other means of transport as sustainable based on established practice and on a case-by-case basis.

Travel support unit contribution for sustainable means of transport (green travel) is eligible if sustainable means of transport have been used for the majority of the round trip (in terms of distance travelled).

Unit contribution per distance band: the amount paid for a return travel between the place of departure and the place of arrival.

Venue: the place where the receiving organisation is located. If a different place of origin or venue is reported, the beneficiary must provide the reason for this difference.

Travel time will not be considered when determining compliance with minimum eligible duration of mobility activities specified in the Programme Guide.

a) Calculation of the total unit contribution:

The total unit contribution for travel support is calculated by multiplying the number of participants per distance band, by the unit contribution applicable to the distance band concerned and type of travel (green or non-green), as specified in Annex 3 of the Agreement.

For the establishment of the distance band applicable, the beneficiary must indicate the distance of a one-way travel using the on-line distance calculator available on the Commission's website at: http://ec.europa.eu/programmes/erasmus-plus/tools/distance_en.htm.

The total unit contribution for travel support is calculated by the beneficiary in the Erasmus+ reporting and management tool based on the applicable unit contribution rates.

b) Triggering event

The travel support is eligible if the participant has actually undertaken the activity.

c) Supporting documents

Supporting document for staff: a declaration signed by the receiving organisation, covering also the virtual components in case of blended mobility, and specifying the name of the participant, the purpose of the activity, as well as its confirmed starting and end date of the physical mobility activity.

Supporting document for students: documentary evidence issued by the receiving organisation, covering also the virtual components in case of blended mobility, and specifying:

- the name of the student,
- the confirmed start and end date of the physical mobility activity

In the following format:

- Transcript of Records (or statement (Certificate of Attendance) attached to it) in the case of mobility for studies
- Traineeship Certificate (or statement (Certificate of Attendance) attached to it) in the case of mobility for traineeships.

In addition to the supporting documents mentioned above, in case of use of sustainable means of transport (green travel): a declaration on honour signed by the person receiving the travel grant will serve as supporting documentation.

If the starting point of travel is different than the place of origin or the end point is different than the venue, the beneficiary must report the reason for this difference. In case no travel took place or the travel was funded from sources other than the Erasmus+ Programme, the beneficiary will indicate in their report that financial support for travel is not required.

1.2 INDIVIDUAL SUPPORT

a) Calculation of the total unit contribution:

The total unit contribution is calculated by multiplying the number of days/months of physical presence per student by the unit contribution applicable per day/month for the receiving country concerned as specified in Annex 3 of the Agreement. Funded travel days may be added if relevant for a specific activity, as specified in Annex 3.

In the case of an incomplete month for long-term mobilities, the total unit contribution is calculated by multiplying the number of days in the incomplete month by 1/30 of the unit contribution per month including the top-up amounts.

Students and recent graduates with fewer opportunities participating in mobility must receive a top-up amount for fewer opportunities for individual support when they fulfil the eligibility criteria set at national level.

In the case of higher education long-term student mobility for traineeships between EU Member States and third countries associated to the Programme and to third countries not associated to the Programme from Region 13 and 14, the student and recent graduate must receive a monthly top-up amount for traineeships for individual support.

The top-up amounts for traineeships and fewer opportunities are cumulative for long-term student mobility between EU Member States and third countries associated to the Programme, and to third countries not associated to the Programme from Region 13 and 14.

Start and end dates used for calculation of the individual support will be counted as follows:

- The start date should be the first day that the student needs to be physically present at the receiving organisation (first course/first day at work/first day of welcoming event or language and intercultural courses).
- The end date should be the last day the student needs to be physically present at the receiving organisation (last day of the exam period/course/work/mandatory sitting period).

For staff: the total unit contribution is calculated by multiplying the number of physical presence of days per participant by the unit contribution applicable per day for the receiving country concerned as specified in Annex 3 of the Agreement. Funded travel days may be added if relevant for a specific activity as specified in Annex 3.

In case of “partial zero-grant mobility”, participants have to receive individual support for the minimum physical mobility duration, with the exception of the fully non-funded mobility (“zero grant mobility”).

Changes in the period of stay for students and staff:

If the **expected period of stay is longer than the one indicated in the participant grant agreement**, the beneficiary, at the request of the participant, will:

- Amend the participant grant agreement during the mobility period to take into account the longer duration, provided that the remaining grant amount allows it, or
- Agree with the participant during the mobility period that the additional number of days will be considered as a period of “zero-grant” (non-funded duration).

The grant amount cannot be increased after the mobility is finished.

If the **confirmed period of stay is longer than the one indicated in the participant grant agreement and this agreement has not been amended to include the extended duration**, the additional days will be considered a period of "zero-grant".

For **long-term student mobility**: Without prejudice of the respect of the minimum eligible duration, if the **confirmed period of stay is shorter than the one indicated in the grant agreement**, the beneficiary will act as follows:

- If the difference between the confirmed period and the one indicated in the grant agreement is more than 5 days, the beneficiary must update this in the Erasmus+ reporting and management tool by indicating the confirmed period (i.e. the start date and end dates notified in the Transcript of Records or Traineeship Certificate) and the grant will be recalculated.
- On the contrary, if the difference is 5 days or less, the beneficiary must maintain in the Erasmus+ reporting and management tool the period indicated in the grant agreement (i.e. the grant is not recalculated).

In case of an interruption during the stay, the period of the interruption will not be counted when calculating the individual support grant. In case of interruption due to *force majeure*, the participant must be allowed to resume and continue the activities after the interruption (within the conditions established in this Agreement).

In case of termination of the participant grant agreement by the participant due to *force majeure*, the participant must be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds must be refunded to the beneficiary, except if agreed differently by both parties.

b) Triggering event:

The individual support is eligible if the participant has actually undertaken the activity for the specified period.

c) Supporting documents:

The same supporting documents as required for travel support (see section 1.1.c).

For blended mobility and for the participation in blended intensive programmes: the regular documents as specified in section 1.1.c have to be used.

For the top-up amount for fewer opportunities: Proof of meeting one national criterion (e.g. a self-declaration if allowed as supporting document as part of the national criteria)].

d) Reporting:

Participants must use the standard on-line questionnaire provided by the European Commission (the participant report) to report on factual information and their appreciation of the mobility activity, its preparation and follow-up.

1.3 ORGANISATIONAL SUPPORT

a) Calculation of the total unit contribution

The total unit contribution is calculated by multiplying the total number of mobility activities by the unit contributions applicable as specified in Annex 3 of the Agreement.

The total number of mobility activities considered for the calculation of organisational support includes all students and staff mobilities funded in the project, including those with a zero-grant from Erasmus+ EU funds for their entire mobility period, as well as invited staff from enterprises. The total number of persons considered for organisational support excludes persons accompanying participants at their activity.

For a blended intensive programme, the total unit contribution is calculated by multiplying the total number of participants (mobile learners) in the blended intensive programme, incoming through student study or staff training mobility activities funded by internal policy funds, by the unit contribution applicable as specified in Annex 3 of the Agreement.

b) Triggering event:

The organisational support is eligible only if the participant has actually undertaken the activity. In the case of blended intensive programmes, the unit contribution is paid if the activity has taken place and been validated by the NA.

c) Supporting documents:

The same supporting documents as required for individual support including in the case of blended intensive programmes.

d) Reporting:

The beneficiary must report on the actual number of participants in mobility activities.

If at the final report stage, the reported total number of mobilities implemented is lower by 10% or less than the number of mobilities in Annex 1 of the Agreement, the organisational support must not be reduced.

If at the final report stage, the reported total number of mobilities implemented is higher than the number in Annex 1 of the Agreement, the organisational support will be limited to the maximum amount in Annex 1 of the Agreement.

For blended intensive programmes, if at the final report stage, the reported total number of learner mobilities implemented is lower by 10% or less of mobilities in Annex 1 of the Agreement, the blended intensive programme organisational support must not be reduced.

If at final report stage, the reported total number of mobilities implemented is higher than the number in Annex 1 of the Agreement, the blended intensive programme organisational support will be limited to the maximum amount in Annex 1 of the Agreement.

1.7 INCLUSION SUPPORT FOR ORGANISATIONS

a) Calculation of the total unit contribution:

The total unit contribution is calculated by multiplying the total number of participants with inclusion support.

b) Triggering event:

The inclusion support for organisations is eligible if the participant has actually undertaken the activity and received inclusion support for participants.

c) Supporting documents:

The supporting document is a declaration signed by the receiving organisation and by the participant specifying the name of the participant, the purpose of the activity, as well as its starting and end date and any document proving the payment of the inclusion support for participants, as specified in section 2.1 of this Annex.

2. ACTUAL COSTS

2.1 INCLUSION SUPPORT FOR PARTICIPANTS

(a) Calculation of the grant amount:

The grant is a reimbursement of 100% of eligible costs actually incurred.

b) Eligible costs:

Additional costs directly related to participants with fewer opportunities and their accompanying persons. In particular these costs aim at covering the extra financial support required for participants with physical, mental or health related conditions to allow their participation in the mobility as well as in preparatory visits.

Funding for accompanying persons for the first 60 days is based on the unit costs for staff mobility (travel support, individual support).

In the same way as for the participant, if travel support unit costs do not cover at least 70% of the real travel costs of the accompanying person, the rules for exceptional costs for expensive travel may be applied.

If the stay abroad is longer than 60 days, the budget category “Inclusion support for participants” will be calculated based on real costs for subsistence beyond the 60th day.

Once the participants have been selected, funds for inclusion support for participants may be made available in two ways. The beneficiary may either submit a funding request to the NA or do a budget transfer according to Annex 5 of the Agreement.

a) Supporting documents:

Documentation justifying the need for inclusion support for the participant signed by the receiving or sending organisation specifying the name of the participant, the purpose of the activity, as well as its start and end date, documentation of the planned real costs and their approval by the NA, and proof of payment of the related costs on the basis of invoices specifying the name and address of the body issuing the invoice, the amount and currency, the date of the invoice, and if relevant a documentation signed by the receiving organisation specifying the confirmed start and end date of the stay of the accompanying person.

b) Reporting:

For each cost item in this budget category, the beneficiary must report the nature of costs and the real amount of costs incurred.

2.2 EXCEPTIONAL COSTS

a) Calculation of the grant amount:

The grant is a reimbursement of 80% of the following eligible costs actually incurred

(b) Eligible costs:

- (i) Costs relating to a pre-financing guarantee lodged by the beneficiary where such guarantee is required by the NA as set out in the Data Sheet (see Point 4).
- (ii) Expensive travel cost: Cost of travel in the most economical and effective way if the unit contribution does not cover at least 70% of the costs of travel. The exceptional costs for expensive travel replace the travel support. Once the participants have been selected, the beneficiary may either submit a funding request for expensive travel costs as exceptional costs to the NA or cover them by doing a budget transfer according to Annex 5 of the Agreement.

(c) Supporting documents:

For the pre-financing guarantee: proof of the cost of the financial guarantee specifying the name and address of the issuing body, the amount and currency of the guarantee, the date of issuing the guarantee, and the signature of the legal representative of the body providing the guarantee.

For expensive travel costs: proof of payment and related proof of payment of the related costs on the basis of invoices specifying the name and address of the body issuing the invoice, the amount and currency, the date of the invoice and the travel route.

In addition: documentation justifying the need for this grant for the participant signed by the sending organisation or receiving organisation specifying the name of the participant, the

purpose of the activity, as well as its physical start and end date, documentation of the planned real costs and their approval by the NA.

ANNEX 3 – APPLICABLE RATES

1. Travel support

Travel distances	Green travel - Amount	Non-green travel - Amount
Between 10 and 99 KM:	56 EUR per participant	28 EUR per participant
Between 100 and 499 KM:	285 EUR per participant	211 EUR per participant
Between 500 and 1999 KM:	417 EUR per participant	309 EUR per participant
Between 2000 and 2999 KM:	535 EUR per participant	395 EUR per participant
Between 3000 and 3999 KM:	785 EUR per participant	580 EUR per participant
Between 4000 and 7999 KM:	1188 EUR per participant	1188 EUR per participant
8000 KM or more:	1735 EUR per participant	1735 EUR per participant

The travel distance represents the distance between the place of origin and the venue, whereas the amount covers the contribution to the travel costs both to and from the venue./

2. Individual support for physical mobility

Mobility of staff

Receiving country	Staff from EU Member States and third countries associated to the Programme	Staff from third countries not associated to the Programme
	Min-Max (per day)	Amount (per day)
	A1.1	A1.2
Austria, Belgium, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Sweden.	153	190
Third countries not associated to the Programme from Region 13 and 14	153	Not eligible

Cyprus, Czechia, Estonia, Greece, Latvia, Malta, Portugal, Slovakia, Slovenia, Spain.	137	Not eligible
Bulgaria, Croatia, Hungary, Lithuania, North Macedonia, Poland, Romania, Serbia, Türkiye.	119	Not eligible
Third countries not associated to the Programme from Region 1-3, 5-12	190	Not eligible

These rates fixed by the National Agency or by the higher education institutions themselves (within the range) are **fixed** for the entire mobility project.

The amount per day is calculated as follows:

up to the 14th day of activity: the amount per day per participant as specified in the table above
+
between the 15th and 60th day of activity + funded travel days: 70% of amount per day per participant as specified in the table above.

If necessary, individual support to cover subsistence costs is eligible for travel time before and after the activity, with a maximum of two travel days for participants and accompanying persons receiving non-green travel support, and a maximum of six travel days in case of green travel support.

Mobility of students

Short-term physical mobility

- Students and recent graduates on short-term physical mobility to any country receive a base amount of 79 EUR per day up to the 14th day of activity, and of 56 EUR per day between the 15th to the 30th day of activity + funded travel days.
- Students and recent graduates with fewer opportunities on short-term physical mobility receive a top-up amount to the individual support base amount of 100 EUR for a physical mobility activity period of 5-14 days and 150 EUR for the one of 15-30 days.
- The top-up amount for traineeships does not apply to students and recent graduates on short-term mobility.

Long-term physical mobility

- Base amount for long-term student mobility for studies and traineeships to EU Member States, third countries associated to the programme and third countries not associated to the Programme from Region 13 and 14, except for students studying in higher education institutions located in outermost regions and Overseas Countries and Territories

	Receiving country	Amount per month
Group 1 Countries with higher living costs	Austria, Belgium, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Sweden. Third countries not associated to the Programme from Region 13 and 14	540
Group 2 Countries with medium living costs	Cyprus, Czechia, Estonia, Greece, Latvia, Malta, Portugal, Slovakia, Slovenia, Spain.	490
Group 3 Countries with lower living costs	Bulgaria, Croatia, Hungary, Lithuania, North Macedonia, Poland, Romania, Serbia, Türkiye.	490

These rates fixed by the National Agency or by the higher education institutions/beneficiaries themselves (within the range) are **fixed** for the entire mobility project.

- Base amount for long-term student mobility for studies and for traineeships for students studying in higher education institutions located in outermost regions and Overseas Countries and Territories (OCTs)

Mobility from	To receiving country	Amount
Outermost regions and Overseas Countries and Territories	EU Member States and third countries associated to the Programme and third countries not associated to the Programme from Region 13 and 14	Not applicable

- Base amount for long-term student mobility for studies and traineeships to and from third countries not associated to the Programme from Region 1 to 12, including for students studying in higher education institutions located in outermost regions and Overseas Countries and Territories (OCTs)

Mobility from sending country	To receiving country	Amount
EU Member States and third countries associated to the Programme	Third countries not associated to the Programme from Region 1-3, 5-12	700 EUR per month
Third countries not associated to the Programme from Region 1-12	Group 1 of EU Member States and third countries associated to the Programme	900 EUR per month
	Group 2 of EU Member States and third countries associated to the Programme	Not applicable
	Group 3 of EU Member States and third countries associated to the Programme	Not applicable

The top-up amount for students and recent graduates with fewer opportunities will apply in this case.

The top-up amount for traineeships will apply only in the case of mobility to third countries not associated to the Programme from Region 13 and 14.

The EU Member States and third countries associated to the Programme include outermost regions and OCTs.

- Long-term student mobility for traineeships to EU Member States and third countries associated to the Programme and third countries not associated to the Programme from Region 13 and 14: additional top-up amount of 150 EUR per month to the individual support base amount. Students and recent graduates with fewer opportunities who take part in traineeships are entitled to receive both the top-up amount for students and recent graduates with fewer opportunities and the top-up amount for traineeships.
- Long-term student mobility of students and recent graduates with fewer opportunities: additional top-up amount of 250 EUR per month to the individual support base amount.
- Funded travel days (valid for long-term and short-term mobility): If necessary, individual support to cover subsistence costs is eligible for travel time before and after the activity, with a maximum of two travel days for participants and accompanying persons receiving non-green travel support, and a maximum of six travel days in case of green travel support.

3. Organisational support

Mobility organisational support

Up to the 100th participant: 400 EUR per participant
+ beyond the 100th participant: 230 EUR per additional participant.

Blended intensive programme organisational support

400 EUR per participant, with minimum 10 and a maximum of 20 funded Erasmus+ mobile learners.

4. Inclusion support for organisations

125 EUR per participant for costs related to the organisation of mobility activities for participants with fewer opportunities receiving additional support based on real costs through the inclusion support for participants budget category.

ANNEX 4 – ACCESSION FORM FOR BENEFICIARIES

Not applicable

ANNEX 5 - SPECIFIC RULES

1. MAXIMUM GRANT AMOUNT (— ARTICLE 5.2)

1.1 GRANT INCREASE DUE TO REDISTRIBUTION OF FUNDS

In the framework of redistribution of funds in higher education mobility, or in the event of additional funds becoming available to the National Agency for (re)allocation to the beneficiaries, the total maximum grant amount indicated in Article 5.2 may be increased through amendment in line with Article 39 provided that:

at periodic report stage a higher number of mobility activities or planned blended intensive programmes, a higher number of participants in blended intensive programmes, more expensive mobility activities, or longer duration of mobility activities (including invited staff from enterprises when applicable) has taken place or is foreseen to take place.

1.2. GRANT DECREASE DUE TO LOW NUMBER OF MOBILITY ACTIVITIES IMPLEMENTED

When the periodic or progress report shows a very low number of mobility activities, a lower number of implemented blended intensive programmes, or fewer participants in blended intensive programmes, indicating that the beneficiary will not fully implement the awarded grant, the total maximum grant amount indicated in Article 5.2 may be decreased through an amendment in line with Article 39.

1.3. GRANT INCREASE FOR INCLUSION SUPPORT AND EXCEPTIONAL COSTS

As inclusion support costs and exceptional costs cannot be included in the initial budget at application stage due to their ad-hoc nature, the beneficiary may request through amendment additional grant support once the participants with fewer opportunities [*Option for HE KA131 or higher travel costs*] have been selected. Such inclusion support may be provided by the National Agency for participants with fewer opportunities and their organisation or in the case of exceptional costs as specified in Annex 2 and Annex 3.

2. BUDGET FLEXIBILITY (— ARTICLE 5.5)

With regard to Article 5.5, an amendment is required for any budget transfers to the budget category *Organisational support (for mobility activities and for blended intensive programmes)*.

With regard to Article 5.5, an amendment is required if budget transfers from any budget category of *Student mobility* to any other budget category of *Staff mobility*, including real-cost budget categories, exceed 10% of the total funds in that budget category.

3. SUBCONTRACTORS (— ARTICLE 9.3)

not applicable

4. SUPPORT TO PARTICIPANTS (— ARTICLE 9.4)

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 1, Annex 2 and Annex 3.

The beneficiary must either:

- a) pay travel support, individual support in full to the participants of project activities, applying the rates for unit contributions as specified in Annex 3 or
- b) 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.

5. INCLUSION SUPPORT FOR PARTICIPANTS

For participants with fewer opportunities, the beneficiary will ensure that, when possible, the inclusion support or the top-up for fewer opportunities is pre-financed in order to facilitate the participation in the activities.

6. DATA PROTECTION (— ARTICLE 15)

6.1 REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS

The beneficiaries will 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 15 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.

6.2 INFORMING THE PARTICIPANTS ON THE PROCESSING OF THEIR PERSONAL DATA

The beneficiaries will 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.

7. INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)

7.1 LIST OF BACKGROUND

The beneficiaries must, where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, establish a list of these pre-existing industrial and intellectual property rights, specifying the rights owners.

The coordinator must — before starting the action — submit this list to the granting authority.

7.2 EDUCATION MATERIALS

If the beneficiaries produce educational materials under the scope of the project, such materials must be made available through the Internet, free of charge and under open licenses²⁷. The beneficiaries must ensure that the website address used is valid and up to date. If the website hosting is discontinued the beneficiaries must remove the website from the Organisation Registration System to avoid the risk that the domain is taken over by another party and redirected to other websites.

8. COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17.4)

The beneficiaries must 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://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en

8.1 ERASMUS+ PROJECT RESULTS PLATFORM

If the project has produced results that can be shared, the beneficiary will make them available to the Erasmus+ Project Results Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects>)

9. SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)

9.1 EU RESTRICTIVE MEASURES

The beneficiaries must ensure that the EU grant does not benefit any associated partners, subcontractors or recipients of financial support to third parties that are subject to restrictive

²⁷ 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).

measures adopted under Article 29 of the Treaty on the European Union or Article 215 of the Treaty on the Functioning of the EU (TFEU).

9.2 OBLIGATORY INFORMATION SESSIONS AND TRAINING

The beneficiary must attend information sessions and trainings that the National Agency defines as obligatory.

10. REPORTING (— ARTICLE 21)

10.1 ERASMUS+ REPORTING AND MANAGEMENT TOOL

The coordinator 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 final report, periodic report(s) and progress report(s) (if available in the Erasmus+ reporting and management tool and for the cases specified in Article 21.2). The beneficiary may not outsource the reporting task and may not provide access to the reporting and management tool to persons external to the beneficiary.

Activities must be encoded in the Erasmus+ reporting and management tool before their start date and reviewed once they are completed.

10.2 PERIODIC REPORT AND PROGRESS REPORT

The periodic and progress reports must include an overview of project implementation. In addition, periodic report must contain a financial statement.

The reports must be prepared using the template available in the Erasmus+ reporting and management tool, or alternatively provided by the National Agency (if any). By signing the report, the beneficiaries confirm that the information provided is complete, reliable and true.

10.3 FINAL REPORT

The final report must include an overview of project implementation and a financial statement.

10.4 ASSESSMENT OF THE FINAL REPORT

The beneficiary must submit the final report after the project end date.

The result of the evaluation will be a score out of maximum 100 points. A common set of evaluation criteria will be used to measure the extent to which the project was implemented in line with the approved grant application and the Erasmus quality standards.]

The final report will be assessed in conjunction with the participant reports, using a common set of quality criteria focusing on:

- a) The extent to which the project was implemented in line with the grant agreement.

- b) The extent to which the project was implemented in respect of the quality and compliance requirements set out in the Erasmus Charter for Higher Education and the applicable inter-institutional agreement(s).
- c) The extent to which the grant amounts due to mobility participants were transferred to them in accordance with the contractual provisions set out in the agreement between the beneficiary and the participant following the templates provided in Annex 6 of the Agreement.

The final report will be scored on a total of maximum 100 points. If the National Agency considers that the implementation of the project does not respect the quality commitment undertaken by the beneficiary, the National Agency may in addition or alternatively require the beneficiary to develop and implement an action plan within an agreed timeframe to ensure respect of the applicable requirements. If the beneficiary does not implement the action plan in a satisfactory manner by the due date, the National Agency may recommend to the European Commission to withdraw the Erasmus Charter for Higher Education of the beneficiary.

11. AMOUNT DUE (— ARTICLE 22.3)

If no further prefinancing payment is foreseen in the Data Sheet, the beneficiary may nonetheless request it without requesting an amendment to the grant agreement. The request must be duly justified and accompanied by a periodic report. The request may not exceed the 80% of the maximum grant amount specified in Point 4.2 of the Data sheet and may be made only once at least 70% of the amount of the previous prefinancing payments have been implemented.

The beneficiary must ensure that the activities of the project for which the grant was awarded are eligible in accordance with the rules set out in the Erasmus+ Programme Guide and with this Agreement.

The National Agency will consider ineligible any activity or cost that is not compliant with the rules set out in the Erasmus+ Programme Guide and this Agreement. The grant amounts corresponding to those activities and costs will be recovered in full.

The beneficiary is allowed to use up to 20% of the latest awarded project grant as set out in the Data Sheet (see Point 3) to outbound student and staff mobility to third countries not associated to the Programme (the budget share for international mobility). The following budget categories are counted in this budget share:

- International student mobility grants: individual support and travel support
- International staff mobility grants: individual support and travel support

- Mobility organisational support: calculated on the number of international mobilities with the rate per international mobility being the project's average mobility organisational support per mobility
- Inclusion support for organisations

The real-cost budget categories as set out in Annex 1 of the Agreement ***Inclusion support for participants*** and ***Exceptional costs for expensive travel*** used for international mobilities are not taken into account in the calculation of the budget share for international mobility, neither as part of the total project grant nor as part of the reported international mobility funds.

12. CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS (— ARTICLE 25)

For the purposes of Articles 21 and 25, the coordinator or the concerned beneficiaries must provide to the National Agency physical or electronic copies of supporting documents specified in Annex 2, unless the National Agency makes a request for originals to be delivered. The National Agency must return original supporting documents to the concerned beneficiary upon its analysis thereof. If the beneficiary is legally not authorised to send original documents, a copy of the supporting documents will be sent instead.

The project may be subject to internal checks and project reviews in the form of desk checks, on-the-spot checks or system checks. In this context, the beneficiary may be requested by the National Agency to provide additional supporting documents or evidence, other than those in Annex 2 and that are typically required for the type of check.

The beneficiary must enable the National Agency to verify the reality and eligibility of all project activities and participants by all documentary means (for example video and photographic records of the activities undertaken, interviews with staff and participants or any other documents proving the reality of activities) in order to rule out double funding or other irregularities.

12.1 DESK CHECK

Desk check is an in-depth check of supporting documents at the National Agency's premises that may be conducted at or after the final report stage. Upon request, the beneficiary must submit to the National Agency the supporting documents for all budget categories.

12.2 ON-THE-SPOT CHECKS

On-the-spot checks are performed by the National Agency at the premises of the beneficiary or at any other premises relevant for the execution of the project. During on-the-spot checks, the beneficiary must make original supporting documentation for all budget categories available for review by the National Agency, and must enable the National Agency access to the recording of project expenses in the beneficiary's accounts.

On-the-spot checks can take the following forms:

- a) **On-the-spot check during project implementation:** this check is undertaken during the implementation of the project in order for the National Agency to directly verify the reality and eligibility of all project activities and participants [*Option for HE KA171: and to establish compliance with the commitments undertaken as a result of the inter-institutional agreement(s)*].
- b) **On-the-spot check after completion of the project:** this check is undertaken after the end of the project and usually after the verification of the final report.

12.3 SYSTEMS CHECK

The systems check is performed to establish the beneficiary's system for making its regular grant claims in the context of the Programme as well as its compliance with the commitments undertaken as a result of their accreditation. The systems check is performed to establish the beneficiary's compliance with the implementation standards committed to in the framework of the Erasmus+ Programme.

13. GRANT REDUCTION (— ARTICLE 28)

Poor, partial or late implementation of the project may be established by the National Agency based on the final report submitted by the beneficiary, or any other relevant source, including participant reports, monitoring visits, accreditation reports, desk checks or on-the-spot checks undertaken by the National Agency.

In line with the scoring procedure of the final report to be found in Article 9.4 of Annex 5, the National Agency may reduce the final grant as follows:

- 10% if the final report scores at least 50 points and below 60 points;
- 25% if the final report scores at least 40 points and below 50 points;
- 50% if the final report scores at least 25 points and below 40 points;
- 75% if the final report scores at least 15 points and below 25 points;
- 100% if the final report scores below 15 points.

In addition, the National Agency may reduce by up to 100% the final grant amount for organisational support in case the final report evaluation or another relevant source mentioned above shows that the Erasmus quality standards or the qualitative requirements defined in the Programme Guide have not been respected. The applied reduction shall be proportional to the severity and impact of the identified issues.

When a reduction for poor, partial or late implementation takes place, the reduction will apply on the maximum awarded amount or on the final awarded grant reported.

14. COMMUNICATION BETWEEN THE PARTIES (— ARTICLE 36)

Formal notifications on paper addressed to the granting authority must be sent to the address of the National Agency as set out in the Preamble.

Formal notifications on paper addressed to the beneficiaries must be sent to their legal address, as set out in the Preamble.

15. MONITORING AND EVALUATION OF ACCREDITATIONS

The National Agency and the Commission will monitor the correct implementation of the Erasmus Charter for Higher Education by the beneficiary and of the respect of the commitments defined in its inter-institutional agreements.

In case the monitoring reveals weaknesses, the beneficiary must establish and implement an action plan within the timeframe specified by the National Agency or the Commission. In the absence of adequate and timely remedial actions by the beneficiary, the National Agency may recommend to the Commission to suspend or withdraw the Erasmus Charter for Higher Education in accordance with the provisions set in the Charter.

16. ONLINE LANGUAGE SUPPORT (OLS)

The beneficiary must promote, monitor and support the use of language courses in the Online Language Support (OLS) platform.

The beneficiary must monitor the use of the OLS by participants, based on the information provided through the management tools, and report on the number of used language assessments and courses in their final reports, if statistics are available.

17. PROTECTION AND SAFETY OF PARTICIPANTS

The beneficiary will 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 prior to departure grant agreements with participants stating, among others, the details of the activities (start and end date), financial support and payment and insurance arrangements.

18. ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

Act on the Calculation of Statutory Time Limits 25.4.1930/150 5 §:

When the due date or the last day of a deadline falls on a public holiday, Independence Day, May Day, Christmas Eve, Midsummer Eve, or a weekday Saturday, the task may be carried out on the first working day thereafter.

The Act on the Calculation of Statutory Time Limits 25.4.1930/150 is available for viewing (in Finnish) at: <https://www.finlex.fi/fi/laki/ajantasa/1930/19300150>.

Addendum to the Grant Agreement for KA1 project (KA131-HED)

Addendum NO 1 TO THE GRANT AGREEMENT NO [...]

The **National Agency**, represented for the purposes of signature of this addendum by the Head of Unit, Maija Airas,

and

1. **[full official name]**

[official address in full]

[VAT number],

hereinafter referred to as “the beneficiary”, represented for the purposes of signature of this amendment by *[function, forename and surname]*

Having regard to the above-mentioned grant agreement concluded between the National Agency and the beneficiary(ies),

to amend the above-mentioned grant agreement for the following reason: *increase of incoming mobility of learners and staff from Ukraine due to the Russian war of aggression against Ukraine*,

HAVE AGREED AS FOLLOWS:

Key Action 1 – Learning Mobility – Higher Education (HE – KA131):

Article 1

Annex 3 Applicable rates, Section 2 Individual support for physical mobility is complemented as follows:

Staff mobility

(...)

Receiving country	Participant from Ukraine
	Amount per day in EUR
Austria, Belgium, Denmark, Finland , France, Germany, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Sweden, Norway	190
Cyprus, Czechia, Estonia, Greece, Latvia, Malta, Portugal, Slovakia, Slovenia, Spain.	Not applicable
Bulgaria, Croatia, Hungary, Lithuania, North Macedonia, Poland, Romania, Serbia, Türkiye.	Not applicable

Student mobility

(...)

- **Base amount for long-term student mobility for studies and traineeships from Ukraine**

	Receiving country	Amount per month in EUR
Group 1 Countries with higher living costs	Austria, Belgium, Denmark, Finland , France, Germany, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Sweden.	900
Group 2 Countries with medium living costs	Cyprus, Czechia, Estonia, Greece, Latvia, Malta, Portugal, Slovakia, Slovenia, Spain.	Not applicable

Group 3 Countries with lower living costs	Bulgaria, Croatia, Hungary, Lithuania, North Macedonia, Poland, Romania, Serbia, Türkiye.	Not applicable
--	--	----------------

Ukrainian students and recent graduates will be eligible for the individual support top-up amount for fewer opportunities.

Higher Education short-term student mobility – for incoming mobility

All students and recent graduates will be eligible for the individual support top-up amount for fewer opportunities.

Article 2

For budget categories that are not referenced in this addendum, the unit costs defined in Annex 3 are equally applicable to incoming mobility activities of participants from Ukraine.

Article 3

All the other provisions of the grant agreement shall remain unchanged.

Article 4

The present amendment shall form an integral part of the grant agreement and it shall enter into force on the date on which it is signed by the last party.

SIGNATURES

For the beneficiary/coordinator
[*function/forename/surname*]

For the NA
Head of Unit, Maija Airas