

GRANT AGREEMENT for a:

Project with multiple beneficiaries under the ERASMUS+ Programme¹

AGREEMENT NUMBER – [PMM Generated No.]

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

on the one part,

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

[full official name of the NA]

[official legal form]

[official registration No]

[official address in full]

[VAT number],

duly represented for the purposes of signature of this Agreement by [function, forename and surname], and acting under delegation by the European Commission, hereinafter referred to as "the Commission",

and

on the other part,

the '**coordinator**'

[full official name of the coordinator]

[official legal form] *[if applicable]*

[official registration No] *[if applicable]*

[official address in full]

[VAT number], *[if applicable]*

[OID number],

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

and the other beneficiaries as set out in Annex II, duly represented for the signature of the Agreement by the coordinator by virtue of the mandate[s] included in Annex V.

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

Unless otherwise specified, references to ‘beneficiary’ and ‘beneficiaries’ include the coordinator.

The parties referred to above

HAVE AGREED

to the Special Conditions (‘the Special Conditions’) and the following Annexes:

- Annex I General conditions (‘the General Conditions’)
- Annex II Description of the Project; Estimated budget of the project; List of other beneficiaries
- Annex III Financial and contractual rules
- Annex IV Applicable rates
- Annex V Mandate[s] provided to the coordinator by the other beneficiary [ies]
- Annex VI Templates for agreements to be used between beneficiaries and participants (Not applicable)

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex I ‘General Conditions’ take precedence over those in other Annexes. The provisions in Annex III take precedence over those in the Annexes II, IV and VI

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

SPECIAL CONDITIONS

Table of Contents

ARTICLE I.1	– SUBJECT MATTER OF THE AGREEMENT	3
ARTICLE I.2	– ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT	3
ARTICLE I.3	– MAXIMUM AMOUNT AND FORM OF THE GRANT	3
ARTICLE I.4	– REPORTING AND PAYMENT ARRANGEMENTS	3
I.4.1	Payments to be made	4
I.4.2	First pre-financing payment	4
I.4.3	Interim reports and further pre-financing payments	4
I.4.4	Final report and request for payment of the balance	5
I.4.5	Payment of the balance	6
I.4.6	Notification of amounts due	6
I.4.7	Payments from the NA to the coordinator and interest on late payment	7
I.4.8	Payments from the coordinator to the other beneficiaries	7
I.4.9	Currency for payments	7
I.4.10	Currency for requests for payments and conversion into euro	7
I.4.11	Language of requests for payments and reports	8
I.4.12	Date of payment	8
I.4.13	Costs of payment transfers	8
ARTICLE I.5	– BANK ACCOUNT FOR PAYMENTS	8
ARTICLE I.6	– DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES	8
I.6.1	Data controller	9
I.6.2	Communication details of the NA	9
I.6.3	Communication details of the beneficiaries	9
ARTICLE I.7	– ADDITIONAL PROVISION ON REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS	9
ARTICLE I.8	– ADDITIONAL PROVISION ON INFORMING THE PARTICIPANTS ON THE PROCESSING OF THEIR PERSONAL DATA	10
ARTICLE I.9	– PROTECTION AND SAFETY OF PARTICIPANTS	10
ARTICLE I.10	– ADDITIONAL PROVISIONS ON PRE-EXISTING RIGHTS AND THE USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)	10

ARTICLE I.11 – USE OF IT TOOLS	11
I.11.1 Erasmus+ reporting and management tool	11
I.11.2 Erasmus+ Project Results Platform	11
ARTICLE I.12 – ADDITIONAL PROVISIONS ON SUBCONTRACTING.....	11
ARTICLE I.13 – ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING	11
ARTICLE I.14 – SUPPORT TO PARTICIPANTS	11
ARTICLE I.15 – PROVISION OF INCLUSION SUPPORT FOR PARTICIPANTS.	12
ARTICLE I.16 – ONLINE LINGUISTIC SUPPORT (OLS) . Fehler! Textmarke nicht definiert.	
ARTICLE I.17 – SPECIAL PROVISIONS ON BUDGET TRANSFERS.....	12
ARTICLE I.18 – ADDITIONAL PROVISION ON MONITORING AND EVALUATION	Fehler! Textmarke nicht definiert.
ARTICLE I.19 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES	13
ARTICLE I.XX – BENEFICIARIES LOCATED IN PARTNER COUNTRIES	13
ARTICLE I.XX – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS	Fehler! Textmarke nicht definiert.
ARTICLE I.XX – ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW.....	Fehler! Textmarke nicht definiert.
ARTICLE I.XX – SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS	14

ARTICLE I.1– SUBJECT MATTER OF THE AGREEMENT

I.1.1 The NA has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for [For projects with a title] Project entitled: **[insert project title in bold]** under the Erasmus+ Programme, Key Action 2: Partnerships for Cooperation, as described in Annex II.

I.1.2 By signing the Agreement, the beneficiaries accept the grant and agree to implement the Project, acting on their own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The Project runs for [insert number: ...] months, from [insert date: ...] to [insert date: ...].

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

I.3.1 The **maximum amount of the grant is EUR [...]**

I.3.2 With regards to the estimated budget specified in Annex II and with the eligible costs and the financial rules specified in Annex III, the grant takes the form of :

a) the reimbursement of the eligible costs of the action ('reimbursement of eligible costs') which are:

- (i) actually incurred
- (ii) declared on the basis of unit costs
- (iii) reimbursement of costs declared on the basis of lump sum
- (iv) reimbursement of costs declared on the basis of flat-rate: not applicable
- (v) reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable

- b) unit contribution: not applicable
- c) lump sum contribution: not applicable
- d) flat-rate contribution: not applicable
- e) financing not linked to costs: not applicable

ARTICLE I.4– REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions shall apply:

1.4.1 Payments to be made

The NA must make the following payments to the coordinator:

- a first pre-financing payment;
- further pre-financing payment(s), on the basis of the request for further pre-financing payment referred to in Article I.4.3;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

1.4.2 First pre-financing payment

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the NA until the payment of the balance.

Key Action KA2 (maximum 2 years duration)

The NA must make the pre-financing payment to the coordinator within 30 calendar days following the entry into force of the Agreement [or, if applicable: from when the NA receives the financial guarantee of EUR [...]]² corresponding to 80% of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

Key Action K2 projects of more than two years

The NA must make a first pre-financing payment to the coordinator within 30 calendar days following the entry into force of the Agreement [or, if applicable: from when the NA receives the financial guarantee of EUR [...]]³ corresponding to [40%] of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

The NA must make a second pre-financing payment to the beneficiaries within 60 calendar days from when the NA receives the request for second pre-financing payment referred to in Article I.4.3 [or if applicable from when it receives the financial guarantee of EUR [insert amount]], except if Article II.24 applies.

1.4.3 Interim reports and further pre-financing payments

² [the amount equal to the pre-financing to be paid].

³ [the amount equal to the pre-financing to be paid].

Key Action 2 projects of more than two years

By [NA to insert date] the coordinator must complete an interim report on the implementation of the Project covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to [date to be specified by NA].

In so far as the interim report demonstrates that the coordinator has used at least 70% of the amount of first pre-financing payment, the interim report must be considered as a request for a further pre-financing payment and must specify the amount requested up to EUR [...] corresponding to 40 % of the total maximum amount specified in Article I.3.1.

Where the interim report shows that less than 70% of the previous pre-financing payment(s) paid has been used to cover costs of the Project, the coordinator must submit a further interim report once at least 70 % of the amount of first pre-financing payment has been used, which must be considered as a request for a further pre-financing payment and must specify the amount requested up to EUR [...] corresponding to 40% of the maximum amount specified in Article I.3.1.].

Without prejudice to Articles II.24.1 and II.24.2 and following approval of the report by the NA, the NA must pay to the coordinator the further pre-financing payment within 60 calendar days on receipt of the interim report.

Where the second interim report shows that the beneficiaries will not be able to use the maximum grant amount as specified in Article I.3.1 within the contractual period defined in Article I.2.2, the NA will issue an amendment reducing the maximum grant amount accordingly and, in case the reduced maximum grant amount is less than the amount of pre-financing transferred to the coordinator until that date, recover the excess amount of pre-financing from the coordinator in accordance with Article II.26.

By [NA to insert date], the coordinator must complete a **progress report** on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to [date to be specified by NA].

Key Action 2 (maximum 2 years duration)

Progress Report

By [NA to insert date], the coordinator must complete a progress report on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to [date to be specified by NA].

1.4.4 Final report and request for payment of the balance

Within **45** calendar days after the end date of the Project specified in Article I.2.2, the coordinator must complete a final report on the implementation of the Project, and, when applicable, upload all project results in the Erasmus+ Project Results Platform as specified in article I.11.2. The report must contain the information needed to justify the contribution requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contribution, lump sum or the eligible costs actually incurred in accordance with Annex III.

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

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true. It must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

1.4.5 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiaries for the implementation of the project.

The NA determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the NA must pay the balance within 60 calendar days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The amount to be paid may, however, be offset, without the coordinator's consent, against any other amount owed by the coordinator to the NA, up to the maximum contribution indicated for that coordinator, in the estimated budget in Annex II.

1.4.6 Notification of amounts due

The NA must send a *formal notification* to the coordinator:

- (a) informing it of the amount due; and

- (b) specifying whether the notification concerns a further pre-financing payment or the payment of the balance.

For the payment of the balance, the NA must also specify the final amount of the grant determined in accordance with Article II.25.

1.4.7 Payments from the NA to the coordinator and interest on late payment

The NA must make payments to the coordinator.

If the NA does not pay within the time limits for payment, the beneficiary is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

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

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

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.4.12. The NA does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the beneficiary only if the beneficiary requests it within two months of receiving late payment.

1.4.8 Payments from the coordinator to the other beneficiaries

The coordinator must make all payments to the other beneficiaries by bank transfer and keep appropriate evidence of the amounts transferred to each beneficiary for any checks and audits as referred to in Article II.27.

1.4.9 Currency for payments

The NA must make payments in euros.

1.4.10 Currency for requests for payments and conversion into euro

Request for payment must be drafted in euros.

The beneficiary with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

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

1.4.11 Language of requests for payments and reports

All requests for payments and reports must be submitted in **German or English**.

1.4.12 Date of payment

Payments by the NA are considered to have been carried out on the date when they are debited to its account unless the national law provides otherwise.

1.4.13 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the NA bears the costs of transfer charged by its bank;
- (b) the coordinator bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

ARTICLE I.5– BANK ACCOUNT FOR PAYMENTS

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

Name of bank: [...]

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

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

[IBAN code: [...]]⁴

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

⁴ BIC or SWIFT code applies to for countries where the IBAN code does not apply.

1.6.1 Data controller

The entity acting as a data controller as provided for in Article II.7, the data controller: is

Head of Unit B4
 Directorate B – Youth, Education & Erasmus+
 Directorate-General for Education, Youth, Sport and Culture
 European Commission
 B-1049 Brussels
 Belgium

1.6.2 Communication details of the NA⁵

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

Deutscher Akademischer Austauschdienst
 Nationale Agentur für EU-Hochschulzusammenarbeit
 Referat EU03
 Kennedyallee 50
 53175 Bonn
 E-Mail: copartner.eu@daad.de

1.6.3 Communication details of the beneficiaries

Any communication from the NA to the beneficiaries must be sent to the coordinator at the following address:

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

ARTICLE I.7-ADDITIONAL PROVISION ON REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS

The beneficiaries shall report in the final report on the measures put in place for ensuring compliance of its data processing operations with the Regulation 2018/1725, in line with the obligations established in the Article II.7 at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution

⁵ Both options in this paragraph could be used at the same time if communications for different purposes (e.g. reporting, amendment requests, questions) are to be addressed either through the following address or through the electronic exchange system. In this case, please use the expression "for the purposes of" in both options. If only one of the options is used, please delete "for the purposes of".

to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller.

ARTICLE I.8- ADDITIONAL PROVISION ON INFORMING THE PARTICIPANTS ON THE PROCESSING OF THEIR PERSONAL DATA

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

ARTICLE I.9– PROTECTION AND SAFETY OF PARTICIPANTS

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

The beneficiaries must ensure that insurance coverage is provided to participants involved in mobility activities or learning, teaching and training activities.

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

ARTICLE I.10 -ADDITIONAL PROVISIONS ON PRE-EXISTING RIGHTS AND THE USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provision of Article II.9.3, 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 licenses⁶.

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

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 Organisation Registration System to avoid the risk that the domain is taken over by another party and redirected to other websites.

⁶ 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).

ARTICLE I.11 – USE OF IT TOOLS***I.11.1 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 Progress Report, Interim report (if available in the Erasmus+ reporting and management tool and for the cases specified in article I.4.3) and Final report.

I.11.2 Erasmus+ Project Results Platform

The coordinator shall input the deliverables of the Project in the Erasmus+ Project Results Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects/>), in accordance with the instructions provided therein.

ARTICLE I.12 – ADDITIONAL PROVISIONS ON SUBCONTRACTING

By way of derogation to the provisions set out in Article II.11, the beneficiaries must not subcontract any activities funded from the budget category “project results”.

By way of derogation, the provisions set out in points (c) and (d) of Article II.11.1 are not applicable to any of the budget categories except Exceptional costs.

ARTICLE I.13 – ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING

Without prejudice to Article II.8, the beneficiaries shall acknowledge the support received under the Erasmus+ programme in all communication and promotional material, including on websites and social media. The guidelines for the beneficiaries and other third parties are available at https://ec.europa.eu/info/resources-partners/european-commission-visual-identity_es

ARTICLE I.14 - SUPPORT TO PARTICIPANTS

If, while implementing the Project, the beneficiaries have to give support to participants, the beneficiaries shall provide such support in accordance with the conditions specified in Annex II and Annex IV.

The beneficiaries must:

- Either transfer the financial support for travel, individual support, linguistic support] in full to the participants of project activities, applying the rates for unit contributions as specified in Annex IV;

- Or provide the support for the same budget categories to participants of project activities in the form of provision of the required goods and services. In such case, the beneficiaries must ensure that the provision of these goods and services will meet the necessary quality and safety standards.

The beneficiaries may combine the two options set out in the previous paragraph in so far as they ensure fair and equal treatment of all participants. In such case the conditions applicable to each option must be applied for the budget categories to which the respective option is applied.

ARTICLE I.15 – PROVISION OF INCLUSION SUPPORT FOR PARTICIPANTS

In case funds have been approved for inclusion support for participants, the beneficiary will be responsible for ensuring that adequate pre-financing is provided to participants with fewer opportunities benefiting from the inclusion grant. In particular, participants with fewer opportunities may not be requested to personally pre-finance their activities.

ARTICLE I.16 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

The beneficiary is allowed to transfer funds between the different budget categories resulting in a change of the estimated budget and the related activities described in Annex II, without requesting an amendment of the Agreement as specified in Article II.13, under the condition that:

- the Project is implemented in accordance with the approved project application and overall objectives described in Annex II.
- and the following specific rules are respected:
 - (a) Project Results, Multiplier Events and Learning/teaching/training activities:** the beneficiary is allowed to transfer up to 30% of the funds allocated for each of these categories to any other budget category (while respecting all other limits defined by this Article), without requesting an amendment. The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment.
 - (b) Within budget category Learning/teaching/training activities:** the beneficiary is allowed to make any transfers between funds allocated to Travel, Individual support and Linguistic support without requesting an amendment.
 - (c) Transnational Project Meetings and Inclusion support for organisations:** the beneficiary is allowed to transfer up to 100% of the allocated funds to any other budget

category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment.

(d) Project management and implementation, and Exceptional costs for subcontracting and purchase of good and services: the beneficiary is allowed to transfer up to 100% of the funds allocated for each of these categories to any other budget category (while respecting all other limits defined by this Article). The beneficiary is not allowed to transfer any additional funds to these budget categories without requesting an amendment.

(e) Inclusion support for participants: the beneficiary is allowed to transfer up to 15% of the allocated funds from this category to any other budget categories (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to this budget category without requesting an amendment.

(f) Exceptional costs for expensive travel and financial guarantee: the beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment, and provided that a relevant justification of expenses is included in the final report.

By derogation to points (a) and (b) of the present Article, for the purpose of establishing a financial guarantee in so far as required by the NA in Article I.4.2., the beneficiaries are allowed to transfer funds allocated for any budget category (other than Inclusion support for participants) to budget category Exceptional costs.

ARTICLE I.17 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES

The financial responsibility of each beneficiary other than the coordinator is limited to the amount received by the beneficiary concerned

ARTICLE I.18 – BENEFICIARIES LOCATED IN PARTNER COUNTRIES

The organisations located in partner countries commit to respect the same principles as the beneficiaries located in programme countries regarding the Erasmus Charter for Higher Education, wherever applicable.

ARTICLE I.19 ARTICLE I.19– SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

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

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

In Article II.4.1, Article II.7.1, Article II.8.2, Article II.27.1, Article II.27.3, the first paragraph of Article II.27.4, first paragraph of Article II.27.8 and in the Article II.27.9 the reference to "the Commission" must be read as reference to "the NA and the Commission".

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

2. For the purposes of this Agreement, the following clauses of Annex I General Conditions are not applicable: Article II.2.2 (b) (ii), Article II.12.2, Article II.13.4, Article II.18.3, and Article II.27.7.

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

3. In Article II.9.3, the title and letter (a) of the first paragraph must be read as follows:

"II.9.3 Rights of use of the results and of pre-existing rights by the NA and the Union

The beneficiaries grant the NA and the Union the following rights to use the results of the project:

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

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

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

"The beneficiaries must ensure that the NA, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 also towards the beneficiaries' contractors."

5. A new letter (l) is added to Article II.17.3.1 which reads:

"(l) if there is a complaint made by all other beneficiaries that the coordinator does not implement the Project as specified in Annex I or fails to comply with another substantial obligation incumbent on it under the terms of the Agreement."

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

"II.18.1 The Agreement is governed by German law.

II.18.2 The competent court determined in accordance with the applicable national law has sole jurisdiction to hear any dispute between the NA and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

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

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

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

"Beneficiaries are allowed to adjust the estimated budget set out in Annex II by transfers between the different budget categories, if the *project* is implemented as described in Annex II. This adjustment does not require an amendment of the Agreement as provided for in Article II.13, if the conditions provided for in Article I.17 are met."

10. Article II.23(b) must be read as follows:

"(b) still fails to submit such a request within further 30 calendar days following a written reminder sent by the NA."

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

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

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

13. The third paragraph of Article II.26.3 must be read as follows:

"If payment has not been made by the date specified in the debit note, the NA will recover the amount due:

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

(b) by holding the beneficiaries jointly and severally liable up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (Annex II as last amended);

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

17. The third paragraph of Article II.27.2 must be read as follows:

The periods set out in the first and second subparagraphs are longer if a longer duration is required by national law, or if there are ongoing audits, appeals, litigation or pursuit

of claims concerning the grant, including in the cases referred to in Article II.27.7. In the latter cases, the beneficiaries must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

SIGNATURES

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

[signature]
Done at [place], [date]

For the NA
[forename/surname]

[signature]
Done at [place], [date]