

GRANT AGREEMENT for a:

Project with one beneficiary under the ERASMUS+ Programme¹

AGREEMENT NUMBER – 2022-1-FI01-KA121-VET-000053215

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

on the one part,

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

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

VAT-number: 2769790-1

duly represented for the purposes of signature of this Agreement by Head of unit (Senior Adviser, education) Sari Turunen-Zwinger

and

on the other part,

the **beneficiary**

Organisation: TAMPEREEN KAUPUNKI
Address: ALEKSIS KIVEN KATU 14-16 33101 TAMPERE
VAT-number: FI02116752
OID-number: E10206036

duly represented for the purposes of signature of this Agreement by Johtaja, ammatillinen koulutus Kirsi Viskari

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

The parties referred to above

HAVE AGREED

to the Special Conditions (“the Special Conditions”) and the following Annexes:

- Annex I General Conditions
- Annex II Description of the project; Estimated budget of the project
- Annex III Financial and contractual rules
- Annex IIIa Addendum
- Annex IV Applicable rates
- Annex V Templates for agreements to be used between beneficiary and participants
- Annex VI Bank account details form

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 Annexes II, IV and V

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

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ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

I.1.1 The NA has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for:

Accredited Project: 2022-1-FI01-KA121-VET-000053215 under the Erasmus+ Programme, Key Action 1: Learning mobility of Individuals, as described in Annex II.

I.1.2 By signing the Agreement, the beneficiary accepts the grant and agrees to implement the project, acting on its own responsibility.

The beneficiary shall comply with the applicable quality standards and all other rules applying to their accreditation.

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 **15** months, from **1.6.2022** to **31.8.2023**.

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

I.3.1 The maximum amount of the grant is EUR **460006**.

I.3.2 With regards to the estimated budget specified in Annex II and with the eligible costs and the financial rules specified in Annex III, the grant takes the form of the reimbursement of the eligible costs of the action ('reimbursement of eligible costs') which are:

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

ARTICLE I.4 – REPORTING AND PAYMENTS ARRANGEMENTS

I.4.1 Payments to be made

The NA must make the following payments to the beneficiary:

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

I.4.2 Pre-financing payment

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

The NA must make the pre-financing payment of EUR 368004,80 to the beneficiary within 30 calendar days following the entry into force of the Agreement corresponding to 80% of the maximum grant amount specified in Article I.3.1 except if Article II.24 applies.

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

Not applicable.

I.4.4 Final report and request for payment of the balance

Within 60 calendar days after the end date of the Project specified in Article I.2.2, the beneficiary must submit a final report on the implementation of the Project using the reporting tools set in Article I.10. This report must contain the information needed to justify the amount requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contributions or the eligible costs actually incurred in accordance with Annex III.

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

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

I.4.5 Payment of the balance

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

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

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

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

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

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the NA, up to the maximum amount of the grant.

I.4.6 Notification of amounts due

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

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment or the payment of the balance.

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

I.4.7 Payments to the beneficiary and interest on late payment

The NA must make payments to the beneficiary.

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

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

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

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.4.11. The NA does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

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

I.4.8 Currency for payments

The NA must make payments in euros.

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

Request for payment must be drafted in euros.

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

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

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

I.4.10 Language of requests for payments and reports

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

I.4.11 Date of payment

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

I.4.12 Costs of payment transfers

Costs of the payment transfers are borne as follows:

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

The beneficiary shall report in the final report on the measures put in place for ensuring compliance of its data processing operations with the Regulation 2016/678/, in line with the obligations established in the Article II.7.2 of the General Conditions at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller.

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

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

ARTICLE I.8 – PROTECTION AND SAFETY OF PARTICIPANTS

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

The beneficiary must ensure that insurance coverage is provided to participants involved in mobility activities. The beneficiary must sign agreements with participants stating the details of the activities (start and end date), financial support and payment and insurance arrangements.

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

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

In accordance with Article II.9.3 of the General Conditions, if the beneficiary produces educational materials under the scope of the project, such materials must be made available through the Internet, free of charge and under open licenses².

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

² Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed and the beneficiary is free to choose the specific license to apply to their work. An open licence must be associated to each resource produced. An open licence is not a transfer of copyrights or Intellectual Property Rights (IPR).

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

ARTICLE I.10 – USE OF IT TOOLS

I.10.1 Erasmus+ reporting and management tool

The beneficiary must make use of the web-based reporting and management tool provided by the European Commission to record all information in relation to the activities undertaken under the Project (including activities that were not directly supported with a grant from EU funds) and to complete and submit the progress report(s), interim report (if available in the Erasmus+ reporting and management tool and for the cases specified in Article I.4.3) and final report.

At least once a month during the mobility project, the beneficiary shall encode and update any new information regarding the participants and the activities in the Erasmus+ reporting and management tool.

I.10.2 Erasmus+ Project Results Platform

The beneficiary may use the Erasmus+ Project Results Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects>) to disseminate project results, in accordance with the instructions provided therein.

ARTICLE I.11 – ADDITIONAL PROVISIONS ON SUBCONTRACTING

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

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

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

ARTICLE I.13 – ADDITIONAL PROVISIONS ON SUPPORT TO PARTICIPANTS

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

The beneficiary must:

- Either transfer the financial support for travel, individual support, linguistic support, course fees and preparatory visits in full to the participants of project activities, applying the rates for unit contributions as specified in Annex IV;
- Or provide the support for the same budget categories referred above to participants of project activities in the form of provision of the required goods and services. In such case, the beneficiary must ensure that the provision of these goods and services will meet the necessary quality and safety standards.

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

ARTICLE I.14 – PROVISION OF INCLUSION SUPPORT FOR PARTICIPANTS WITH FEWER OPPORTUNITIES

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

ARTICLE I.15 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

The beneficiary shall manage their grant with the goal of delivering the target activities defined in Annex II, and in full respect of the funding rules specified in Annex IV. As an exception to the first subparagraph of Article II.22, all budget transfers from budget category *Inclusion support for participants* to another budget category shall be done through an amendment.

ARTICLE I.16 – MONITORING AND EVALUATION

The NA will monitor the implementation of the Erasmus accreditation in accordance with the rules established in the call for proposals that led to the award of the accreditation, and in accordance with the Erasmus quality standards.

In case the monitoring reveals weaknesses, the NA will issue recommendations and/or obligatory instructions to remedy the situation. In case of need, the NA may take further remedial measures, as defined in the call for proposals that led to the award of the accreditation.

ARTICLE I.17 – SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

For the purposes of this Agreement, in Annex I General Conditions the term "the Commission" must be read as "the NA", the term "action" must be read as "project".

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

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

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

For the purposes of this Agreement, the following clauses of Annex I General Conditions are not applicable: Article II.2.d (ii), Article II.12.2, Article II.13.4 and point ii) of Article II.25.3(a).

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

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

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

The beneficiary grants the NA and the Union the following rights to use the results of the project:

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

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

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

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

Article II.18 must be read as follows:

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

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

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

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

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

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

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

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

The third paragraph of Article II.26.2 must be read as follows:

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

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

[...]

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

Article II.27.2 must be read as follows:

"[...] The periods set out in the first and second subparagraphs are longer if a longer duration is required by national law, or if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Article II.27.7. In the latter cases, the beneficiary must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed."

Date: 2022-08-15

Project: 2022-1-FI01-KA121-VET-000053215

Project Code	2022-1-FI01-KA121-VET-000053215
Accreditation Code	2020-1-FI01-KA120-VET-000092500
Accreditation type	Accreditation for an individual organisation
Grant awarded for standard costs	454 206,00
Grant awarded for inclusion support for participants and exceptional costs	5 800,00
Total grant awarded	460 006,00

The beneficiary shall manage their grant with the goal of delivering indicative targets defined in this Annex and in full respect of the funding rules specified in Annex IV.

A maximum of 20% of the total grant awarded can be used for international activities (activities involving Partner countries). Budget categories 'Inclusion support for participants' and 'Exceptional costs for expensive travel' will not count towards this limit. If the limit is reached, the target number of participants in international activities will not apply.

During project implementation, the beneficiary can make changes to the indicative targets without requesting an amendment to the grant agreement. However, the beneficiary must always prioritise those targets that have been marked with priority status at budget allocation stage. Targets for accompanying persons and preparatory visits are the lowest priority.

At the final report stage, the beneficiary will explain any changes that took place during implementation. These explanations will be evaluated as part of the final report assessment, as described in Annex III.

Date: 2022-08-15

Application organisation: TAMPEREEN KAUPUNKI

Organisation ID (OID)	E10206036
Latin Legal Name	TAMPEREEN KAUPUNKI
Registration Number	02116752
VAT Number	FI02116752
Legal Form	UNKNOWN
Address	ALEKSIS KIVEN KATU 14-16 487 33101 TAMPERE
Country	Finland

Date: 2022-08-15

Activities

Activity Type	Number of participants	Total duration (in days)	Average duration (in days)	Number of accompanying persons	Total duration (in days) for accompanying persons	Average duration (in days) for accompanying persons	Number of persons in preparatory visits
Participation in VET skills competitions	4	37	9,25	4	37	9,25	2
Short-term learning mobility of VET learners	109	4582	42,04	3	39	13,00	0
Long-term learning mobility of VET learners (ErasmusPro)	11	1100	100,00	0	0	0,00	0
Job-shadowing	27	137	5,07	0	0	0,00	0
Teaching or training assignments	4	46	11,50	0	0	0,00	0
Courses and training	5	55	11,00	0	0	0,00	0
Invited experts	1	13	13,00	0	0	0,00	0
Hosting teachers and educators in training	1	165	165,00	0	0	0,00	0
Total	162	6135	37,87	7	76	10,86	2

Date: 2022-08-15

Activity Type	Number of participants with fewer opportunities	Number of participants in blended activities	Number of participants in international activities	Number of persons using 'green' travel options
Participation in VET skills competitions	0	0	3	3
Short-term learning mobility of VET learners	9	18	4	18
Long-term learning mobility of VET learners (ErasmusPro)	0	7	0	3
Job-shadowing	0	5	5	2
Teaching or training assignments	0	2	0	0
Courses and training	0	1	0	0
Invited experts	0	0	0	0
Hosting teachers and educators in training	0	2	0	0
Total	9	35	12	26

Date: 2022-08-15

Inclusion support for participants and exceptional costs

Cost item	Activity Type	Estimated number of participants	Description and justification	Estimated cost	Support rate	Eligible amount
Exceptional costs	Short-term learning mobility of VET learners	18	Exceptional costs for visa and other entry requirements	3 000,00	80	2 400,00
Inclusion support for participants	Short-term learning mobility of VET learners	4	Inclusion support for participants	1 600,00	100	1 600,00
Exceptional costs for visa and other entry requirements	Participation in VET skills competitions	6	Exceptional costs for visa and other entry requirements	1 200,00	100	1 200,00
Exceptional costs for visa and other entry requirements	Job-shadowing	3	Exceptional costs for visa and other entry requirements	600,00	100	600,00
Total		31		6 400,00	380	5 800,00

Funds approved for inclusion support for participants cannot be used for a different purpose, unless the change has been approved by the National Agency.

Annex IIIa Addendum to the KA1 grant agreement**ADDITIONAL FINANCIAL AND CONTRACTUAL RULES ONLY APPLICABLE TO PROJECTS ORGANISING VIRTUAL ACTIVITIES DUE TO COVID-19**

The following rules are additional to those in Articles I.2 and II.2 of Annex III and only apply to cases where virtual activities need to be organised due to COVID-19. Reporting on virtual mobilities and virtual events is required in line with the rules provided in the grant agreement.

Article I.2. Calculation and supporting documents for unit contributions

Travel, Individual Support and Course fees costs are not eligible for virtual activities. Online linguistic support (OLS) should be provided in all cases.

C. Organisational support

- a) Calculation of the grant amount: The grant amount is calculated by multiplying the total number of participations in virtual mobility activities by the unit contribution applicable as specified in Annex IV of the Agreement.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has undertaken the activity.
- c) Supporting documents: Proof of attendance of the activity in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as the start and end date of the virtual activity.

Article II.2. Calculation of actual cost

A. Inclusion support for participants

The beneficiary is allowed to transfer funds allocated for any budget category to inclusion support, even if initially no funds were allocated for this category.

- (a) Calculation of the grant amount: the grant is a reimbursement of 100% of the eligible costs actually incurred.
- (b) Eligible costs: costs directly related to participants with fewer opportunities and required to implement virtual activities.
- (c) Supporting documents: invoices of the related costs specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice.

B. Exceptional costs

Beneficiaries are allowed to transfer up to 10% of the funds from any budget category based on unit contributions to exceptional costs in order to cover costs related to buying and/or renting of equipment and/or services necessary for the implementation of virtual mobility activities due to COVID-19, even if no funds were initially allocated to the Exceptional costs budget category.

- a) Calculation of the grant amount: the grant is a reimbursement of 75% of the eligible costs actually incurred for buying and/or renting of equipment and/or services.
- b) Eligible costs: cover costs related to buying and/or renting of equipment and/or services necessary for the implementation of virtual mobility activities.
- c) Supporting documents: proof of payment of the cost incurred on the basis of invoices specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice.

Liite VI: Pankkitietolomake

[REDACTED]

MAKSUN SAAJA

Tampereen kaupunki/Tampereen seudun ammattiopisto

Y-TUNNUS

02116752

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

TILINHALTIJA

Tampereen kaupunki

TILINHALTIJAN OSOITE

Aleksis Kiven katu 14 -16 C 33100 Tampere

SIGNATURES**ALLEKIRJOITUKSET****UNDERSKRIFTER****SIGNATURER****UNDERSKRIFTER**

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authority to sign

asemavaltuus

ställningsfullmakt

autoritet til å signere

myndighed til at underskrive

representative

nimenkirjoitusoikeus

firmateckningsrätt

representant

repræsentant

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PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 - DEFINITIONS

The following definitions apply for the purpose of the Agreement:

‘Action’: the set of activities or the project for which the grant is awarded, to be implemented by the beneficiary as described in Annex I;

‘Breach of obligations’: failure by the beneficiary to fulfil one or more of its contractual obligations;

‘Confidential information or document’: any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available;

‘Conflict of interests’: a situation where the impartial and objective implementation of the Agreement by the beneficiary is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest or any other shared interest with the Commission or any third party related to the subject matter of the Agreement;

‘Direct costs’: those specific costs which are directly linked to the implementation of the *action* and can therefore be attributed directly to it. They may not include any *indirect costs*;

‘Force majeure’: any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as *force majeure*: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of *force majeure*;

‘Formal notification’: form of communication between the parties made in writing, by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient;

‘Fraud’: any act or omission relating to the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, the non-disclosure of information in violation of a specific obligation, with the same effect or the misapplication of such funds or assets for purposes other than those for which they were originally granted;

‘Grave professional misconduct’: a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a

person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence;

‘Implementation period’: the period of implementation of the activities forming part of the *action*, as specified in Article I.2.2;

‘Indirect costs’: those costs which are not specific costs directly linked to the implementation of the *action* and which therefore cannot be attributed directly to it. They may not include any costs identifiable or declared as eligible *direct costs*;

‘Irregularity’: any infringement of a provision of Union law resulting from an act or omission by the beneficiary, which has or would have the effect of prejudicing the Union’s budget;

‘Maximum amount of the grant’: the maximum EU contribution to the *action*, as defined in Article I.3.1;

‘Pre-existing material’: any materials, document, technology or know-how which exists prior to the beneficiary using it for the production of a result in the implementation of the *action*;

‘Pre-existing right’: any industrial and intellectual property right on *pre-existing material*; it may consist in a right of ownership, a licence right and/or a right of use belonging to the beneficiary or any other third parties;

‘Related person’: any natural or legal person who is a member of the administrative management or supervisory body of the beneficiary or who has the powers of representation, decision or control with regard to the beneficiary;

‘Starting date’: the date on which the implementation of the *action* starts as provided for in Article I.2.2;

‘Subcontract’: a procurement contract within the meaning of Article II.10, which covers the implementation by a third party of tasks forming part of the *action* as described in Annex II;

ARTICLE II.2 – GENERAL OBLIGATIONS OF THE BENEFICIARY

The beneficiary:

- (a) is liable for carrying out the *action* in accordance with the Agreement;
- (b) must comply with any legal obligations it is bound by under applicable EU, international and national law;
- (c) must inform the Commission immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;
- (d) must inform the Commission immediately:
 - (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
 - (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;

- (iii) of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for its affiliated entities.

ARTICLE II.3 – COMMUNICATION BETWEEN PARTIES

II.3.1 Form and means of communication

Any communication relating to the Agreement or to its implementation, including the notification of decisions, letters, documents or information related to administrative procedures, must:

- (a) be made in writing (in paper or electronic form) in the language of the Agreement;
- (b) bear the number of the Agreement; and
- (c) be made using the communication details identified in Article I.6.

If a party requests written confirmation of an electronic communication within a reasonable time, the sender must provide the signed hard copy of the document sent electronically as soon as possible.

II.3.2 Date of communications

Any communication is considered to have been effected when the receiving party receives it, unless the Agreement states that communication is considered to have been effected on the date when it was sent.

An email is considered to have been received by the receiving party on the date of dispatch, provided that it is sent to the email address indicated in Article I.6. The sender must be able to prove the date of dispatch, for instance by an automatically generated read report. If the sender receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sender is not held in breach of its obligation to send the communication within a specified time limit.

Mail sent to the Commission using the postal or courier services is considered to have been received by the Commission on the date on which it is registered by the department identified in Article I.6.

Formal notifications are to be considered as having been received on the date of receipt indicated in the proof received by the sender that the message was delivered to the addressee.

The Commission may consider any undisclosed change of postal or electronic address by the other party to this Agreement as grave professional misconduct, which is one of the situations of exclusion referred to in Article 136(1)(c) of Regulation (EU, Euratom) 2018/1046.

ARTICLE II.4 – LIABILITY FOR DAMAGES

II.4.1 The Commission may not be held liable for any damage caused or sustained by the beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the *action*.

II.4.2 Except in cases of *force majeure*, the beneficiary must compensate the Commission 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.

ARTICLE II.5 – CONFLICT OF INTEREST

II.5.1 The beneficiary must take all necessary measures to prevent any situation of *conflict of interests*.

II.5.2 The beneficiary must inform the Commission without delay of any situation constituting or likely to lead to a *conflict of interests*. It must take immediately all the necessary steps to rectify this situation.

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

ARTICLE II.6 - CONFIDENTIALITY

II.6.1 During implementation of the *action* and for five years after the payment of the balance, the parties must treat with confidentiality any *confidential information and documents*.

II.6.2 The parties may only use *confidential information and documents* for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other party.

II.6.3 The confidentiality obligations do not apply if:

- (a) the disclosing party agrees to release the other party from those obligations;
- (b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligations;
- (c) the disclosure of the *confidential information or documents* is required by law.

ARTICLE II.7 – PROCESSING OF PERSONAL DATA

II.7.1 Processing of personal data by the Commission

Any personal data included in the Agreement must be processed by the Commission in accordance with Regulation (EU) No 2018/1725.¹

Such data must be processed by the data controller identified in Article I.6 solely for implementing, managing and monitoring the Agreement or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article II.27.

The beneficiary has the right to access, rectify or erase its own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) No 2018/1725. For this purpose, it must send any queries about the processing of its personal data to the data controller identified in Article I.6.

The beneficiary may have recourse at any time to the European Data Protection Supervisor.

II.7.2 Processing of personal data by the beneficiary

The beneficiary must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiary may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiary must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The beneficiary must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

¹ 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

ARTICLE II.8 – VISIBILITY OF UNION FUNDING

II.8.1 Information on Union funding and use of the European Union emblem

Unless the Commission requests or agrees otherwise, any communication or publication made by the beneficiary that relates to the *action*, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), must:

- (a) indicate that the *action* has received funding from the Union; and
- (b) display the European Union emblem.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer on the beneficiary a right of exclusive use. The beneficiary may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiary may use the European Union emblem without first obtaining permission from the Commission.

II.8.2 Disclaimers excluding Commission responsibility

Any communication or publication that relates to the *action*, made by the beneficiary in any form and using any means, must indicate:

- (a) that it reflects only the author's view; and
- (b) that the Commission is not responsible for any use that may be made of the information it contains.

ARTICLE II.9 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.9.1 Ownership of the results by the beneficiary

The beneficiary retains ownership of the results of the *action*, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.

II.9.2 Pre-existing rights

If the Commission sends the beneficiary a written request specifying which of the results it intends to use, the beneficiary must:

- (a) establish a list specifying all *pre-existing rights* included in those results; and
- (b) provide this list to the Commission at the latest with the request for payment of the balance.

The beneficiary must ensure that it or its affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

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

The beneficiary grants the Union the following rights to use the results of the *action*:

- (a) for its own purposes and in particular to make available to persons working for the Commission, other 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;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Commission, including digitisation or converting the format for preservation or new use purposes;
- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

The above rights of use may be further specified in the Special Conditions.

Additional rights of use for the Union may be provided for in the Special Conditions.

The beneficiary must ensure that the Union has the right to use any *pre-existing rights* included in the results of the *action*. The *pre-existing rights* must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the *action*, unless specified otherwise in the Special Conditions.

Information about the copyright owner must be inserted in cases where the result is divulged by the Union. The copyright information must read: '© — year — name of the copyright owner. All rights reserved. Licenced to the European Union under conditions.'

If the beneficiary grants rights of use to the Commission, this does not affect its confidentiality obligations under Article II.6 or the beneficiary's obligation under Article II.2.

ARTICLE II.10 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

II.10.1 If the implementation of the *action* requires the beneficiary to procure goods, works or services, it may award the contract in accordance with their usual purchasing practices provided that the contract is awarded to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it must avoid any *conflict of interests*.

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

II.10.2 The beneficiary that is a 'contracting authority' within the meaning of Directive 2014/24/EU² or 'contracting entity' within the meaning of Directive 2014/25/EU³ must comply with the applicable national public procurement rules.

The beneficiary must ensure that the conditions applicable to it under Articles II.4, II.5, II.6 and II.9 are also applicable to the contractors.

II.10.3 The beneficiary remains solely responsible for carrying out the *action* and for compliance with the Agreement.

II.10.4. If the beneficiary breaches its obligations under Article II.10.1 the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (c), (d) and (e).

If the beneficiary breaches its obligations under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.11 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

II.11.1 The beneficiary may subcontract tasks forming part of the *action*. If it does so, it must ensure that, in addition to the conditions specified in Article II.10, the following conditions are also complied with:

- (a) subcontracting does not cover core tasks of the *action*;
- (b) recourse to subcontracting is justified because of the nature of the *action* and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex II;

² Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

³ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

- (d) any recourse to subcontracting, if not provided for in Annex II, is communicated by the beneficiary and approved by the Commission. The Commission may grant approval:
 - (i) before any recourse to subcontracting, if the beneficiary requests an amendment as provided for in Article II.13; or
 - (ii) after recourse to subcontracting if the subcontracting:
 - is specifically justified in the interim, or final technical report referred to in Articles I.4.3 and I.4.4; and
 - does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) the beneficiary ensures that the conditions applicable to it under Article II.8 are also applicable to the subcontractors.

II.11.2 If the beneficiary breaches its obligations under Article II.11.1 (a), (b), (c) or (d), the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (f).

If the beneficiary breaches its obligation under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.12 – FINANCIAL SUPPORT TO THIRD PARTIES

II.12.1 If, while implementing the *action*, the beneficiary has to give financial support to third parties, the beneficiary must give such financial support in accordance with the conditions specified in Annex II. Under those conditions, the following information must be stated at least:

- (a) the maximum amount of financial support. This amount may not exceed EUR 60 000 for each third party except if achieving the objective of the *action* as specified in Annex I would otherwise be impossible or overly difficult ;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

II.12.2 As an exception to Article II.12.1, if the financial support takes the form of a prize, the beneficiary must give such financial support in accordance with the conditions specified in Annex II. Under those conditions, the following information must at least be stated:

- (a) the eligibility and award criteria;
- (b) the amount of the prize;
- (c) the payment arrangements.

II.12.3 The beneficiary must ensure that the conditions applicable to it under Articles II.4, II.5, II.6, II.8, II.9 and II.27 are also applicable to the third parties receiving financial support.

ARTICLE II.13 – AMENDMENTS TO THE AGREEMENTS

II.13.1 Any amendment to the Agreement must be made in writing.

II.13.2 An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

II.13.3 Any request for amendment must:

- (a) be duly justified;
- (b) be accompanied by appropriate supporting documents; and
- (c) be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the *implementation period*.

Point (c) does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.

II.13.4 In case of an operating grant the period set out in Article I.2.2 may not be extended via amendments.

II.13.5 Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

ARTICLE II.14 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

II.14.1 The beneficiary may not assign any of its claims for payment against the Commission to any third party, except if approved by the Commission on the basis of a reasoned, written request by the beneficiary.

If the Commission does not accept the assignment or the terms of it are not complied with, the assignment has no effect on it.

II.14.2 In no circumstances may an assignment release the beneficiary from its obligations towards the Commission.

ARTICLE II.15 – FORCE MAJEURE

II.15.1 A party faced with *force majeure* must send a *formal notification* to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

II.15.2 The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the *action* as soon as possible.

II.15.3 The party faced with *force majeure* may not be considered in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

ARTICLE II.16 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION

II.16.1 Suspension of implementation by the beneficiary

The beneficiary may suspend the implementation of the *action* or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The beneficiary must immediately inform the Commission, stating:

- (a) the reasons for suspension, including details about the date or period when the exceptional circumstances occurred; and
- (b) the expected date of resumption.

Once the circumstances allow the beneficiary to resume implementing the *action*, the beneficiary must inform the Commission immediately and present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement is terminated in accordance with Articles II.17.1 or points (b) or (c) of Article II.17.2.1.

II.16.2 Suspension of implementation by the Commission

II.16.2.1 Grounds for suspension

The Commission may suspend the implementation of the *action* or any part thereof:

- (a) if the Commission has evidence that the beneficiary has committed *irregularities, fraud* or *breach of obligations* in the award procedure or while implementing the Agreement;
- (b) if the Commission has evidence that the beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and the *irregularities, fraud* or *breach of obligations* have a material impact on this grant; or
- (c) if the Commission suspects *irregularities, fraud* or *breach of obligations* committed by the beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

II.16.2.2 Procedure for suspension

Step 1 Before suspending implementation of the *action*, the Commission must send a *formal notification* to the beneficiary:

- (a) informing it of:
 - (i) its intention to suspend the implementation;
 - (ii) the reasons for suspension;
 - (iii) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; and
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

Step 2 If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the beneficiary informing it of:

- (a) the suspension of the implementation;
- (b) the reasons for suspension; and
- (c) the final conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; or
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.16.2.1.

The suspension takes effect on the day the *formal notification* is received by the beneficiary or on a later date specified in the *formal notification*.

Otherwise, the Commission must send a *formal notification* to the beneficiary informing it that it is not continuing the suspension procedure.

II.16.2.3 Resuming implementation

In order to resume the implementation, the beneficiary must meet the notified conditions as soon as possible and must inform the Commission of any progress made.

If the conditions for resuming the implementation are met or the necessary verifications are carried out, the Commission must send a *formal notification* to the beneficiary:

- (a) informing it that the conditions for lifting the suspension are met; and
- (b) requiring it to present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement is terminated in accordance with Articles II.17.1 or points (b), (f) or (g) of Article II.17.2.1.

II.16.3 Effects of the suspension

If the implementation of the *action* can be resumed and the Agreement has not been terminated, an amendment to the Agreement must be made in accordance with Article II.13 in order to:

- (a) set the date on which the *action* is to be resumed;
- (b) extend the duration of the *action*; and
- (c) make other changes necessary to adapt the *action* to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during the period of suspension that relate to the implementation of the suspended *action* or the suspended part of it may not be reimbursed or covered by the grant.

Suspending implementation of the *action* does not affect the Commission's right to terminate the Agreement in accordance with Article II.17.2, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party may claim damages due to suspension by the other party.

ARTICLE II.17 – TERMINATION OF THE AGREEMENT

II.17.1 Termination of the Agreement by the beneficiary

The beneficiary may terminate the Agreement.

The beneficiary must send a *formal notification* of termination to the Commission, stating:

- (a) the reasons for termination; and
- (b) the date on which the termination takes effect. This date must be set after the *formal notification*.

If the beneficiary does not state the reasons for the termination or if the Commission considers that the reasons do not justify termination, the Agreement is considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

II.17.2 Termination of the Agreement by the Commission

II.17.2.1 Grounds for termination

The Commission may terminate the Agreement, if:

- (a) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant, or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, that calls into question the decision to award the grant;
- (b) the beneficiary, any *related person* or any natural person who is essential for the award or for the implementation of the Agreement have committed serious *breach of obligations*, including improper implementation of the *action* as described in Annex I;
- (c) the implementation of the *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
 - (i) resumption is impossible; or
 - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (d) the beneficiary or a natural or legal person that assumes unlimited liability for the debts of the beneficiary:
 - (i) is declared bankrupt, is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law;
 - (ii) is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (e) the beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed:

- (i) *grave professional misconduct* proven by any means;
 - (ii) *fraud*;
 - (iii) corruption;
 - (iv) conduct related to criminal organisations;
 - (v) money laundering;
 - (vi) terrorism-related crimes (including terrorism financing);
 - (vii) child labour or other offences concerning trafficking of human beings;
- (f) the Commission has evidence that the beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed *irregularities, fraud* or *breach of obligations* in the award procedure or while implementing the Agreement, including if the beneficiary or *related person* or natural person has submitted false information or failed to provide required information;
- (g) the Commission has evidence that the beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other Union or Euratom grants awarded to it under similar conditions and such *irregularities, fraud* or *breach of obligations* have a material impact on this grant;
- (h) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has created an entity under a different jurisdiction with the intend to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- (i) a beneficiary or any *related person* has been created with the intend referred to in point (h) or
- (j) the Commission has sent the beneficiary a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (d) to (i) and the beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

II.17.2.2 Procedure for termination

Step 1- Before terminating the Agreement, the Commission must send a *formal notification* to the beneficiary:

- (a) informing it of:
 - (i) its intention to terminate;
 - (ii) the reasons for termination; and
- (b) requiring it, within 45 calendar days of receiving the *formal notification*:
 - (i) to submit observations; and
 - (ii) in the case of point (b) of Article II.17.2.1, to inform the Commission of the measures to ensure compliance with the obligations under the Agreement.

Step 2 — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the beneficiary informing it of the termination and the date on which it takes effect.

Otherwise, the Commission must send a *formal notification* to the beneficiary informing it that the termination procedure is not continued.

The termination takes effect:

- (a) for terminations under points (a), (b) and (d) of Article II.17.2.1: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);
- (b) for terminations under points (c), (e) to (j) of Article II.17.2.1: on the day after the beneficiary receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

II.17.3 Effects of termination

Within 60 calendar days from the day on which the termination takes effect, the beneficiary must submit a request for payment of the balance as provided for in Article I.4.4.

If the Commission does not receive the request for payment of the balance by the above deadline, only costs or contributions which are included in an approved technical report and, where relevant, in an approved financial statement, are reimbursed or covered by the grant.

If the Agreement is terminated by the Commission because the beneficiary has breached its obligation to submit the request for payment, the beneficiary may not submit any request for payment after termination. In that case the second subparagraph applies.

The Commission calculates the final grant amount as referred to in Article II.25 and the balance as referred to in Article I.4.5 on the basis of the reports submitted. Only activities undertaken before the date when the termination takes effect or the end date of the *implementation period* as specified in Article I.2.2, whichever is the earliest, must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i), only costs incurred before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not taken into account and are not reimbursed or covered by the grant.

The Commission may reduce the grant in accordance with Article II.25.4 in case of:

- (a) improper termination of the Agreement by the beneficiary within the meaning of Article II.17.1; or
- (b) termination of the Agreement by the Commission on any of the grounds set out in points (b) to (j) of Article II.17.2.1.

Neither party may claim damages on the grounds that the other party terminated the Agreement.

After termination, the beneficiary's obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONS

- II.18.1** The Agreement is governed by the applicable Union law, complemented, where necessary, by the law of Belgium.
- II.18.2** In accordance with Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.
- II.18.3** In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States.

An *action* may be brought against such decision before the General Court of the European Union in accordance with Article 263 TFEU.

PART B — FINANCIAL PROVISIONS

ARTICLE II.19 – ELIGIBLE COSTS

II.19.1 Conditions for the eligibility of costs

Eligible costs of the *action* are costs actually incurred by the beneficiary and which meet the following criteria:

- (a) they are incurred within the *implementation period*, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article I.4.4;
- (b) they are indicated in the estimated budget. The estimated budget is set out in Annex II;
- (c) they are incurred in connection with the *action* as described in Annex II and are necessary for its implementation;
- (d) they are identifiable and verifiable, in particular they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the beneficiary's usual cost accounting practices;
- (e) they comply with the requirements of applicable tax and social legislation; and
- (f) they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

II.19.2 Eligible direct costs

To be eligible, the *direct costs* of the *action* must comply with the eligibility conditions set out in Article II.19.1.

In particular, the following categories of costs are eligible *direct costs*, provided that they satisfy the eligibility conditions set out in Article II.19.1 as well as the following conditions:

- (a) the costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the *action*, provided that these costs are in line with the beneficiary's usual policy on remuneration.

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used.

The costs of natural persons working under a contract with the beneficiary other than an employment contract or who are seconded to the beneficiary by a third party against payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

- (i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);
 - (ii) the result of the work belongs to the beneficiary (unless exceptionally agreed otherwise); and
 - (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;
- (c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the beneficiary's accounting statements, provided that the asset:
- (i) is written off in accordance with the international accounting standards and the beneficiary's usual accounting practices; and
 - (ii) has been purchased in accordance with Article II.10.1 if the purchase occurred within the *implementation period*;

The costs of renting or leasing equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the *implementation period* and the rate of actual use for the purposes of the *action* may be taken into account when determining the eligible costs. By way of exception, the full cost of purchase of equipment may be eligible under the Special Conditions, if this is justified by the nature of the *action* and the context of the use of the equipment or assets;

- (d) costs of consumables and supplies, provided that they:
- (i) are purchased in accordance with Article II.10.1; and
 - (ii) are directly assigned to the *action*;
- (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the *action*, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.10.1;
- (f) costs entailed by *subcontracts* within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;
- (g) costs of financial support to third parties within the meaning of Article II.12, provided that the conditions laid down in that Article are met;
- (h) duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible *direct costs*, and unless specified otherwise in the Agreement.

II.19.3 Eligible indirect costs

To be eligible, *indirect costs* of the *action* must represent a fair apportionment of the overall overheads of the beneficiary and must comply with the conditions of eligibility set out in Article II.19.1.

Eligible *indirect costs* must be declared on the basis of a flat rate of 7 % of the total eligible *direct costs* unless otherwise specified in Article I.3.2.

II.19.4 Ineligible costs

In addition to any other costs which do not fulfil the conditions set out in Article II.19.1, the following costs may not be considered eligible:

- (a) return on capital and dividends paid by the beneficiary;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Commission charged by the bank of the beneficiary;
- (h) costs declared by the beneficiary under another *action* receiving a grant financed from the Union budget. Such grants include grants awarded by a Member State and financed from the Union budget and grants awarded by bodies other than the Commission for the purpose of implementing the Union budget. In particular, if the beneficiary receives an operating grant financed by the EU or Euratom budget, it may not declare *indirect costs* for the period(s) covered by the operating grant, unless it can demonstrate that the operating grant does not cover any costs of the *action*.;
- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT.

ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED

II.20.1 Declaring costs and contributions

The beneficiary must declare as eligible costs or as a requested contribution:

- (a) for actual costs: the costs it actually incurred for the *action*;
- (b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article I.3.2(a)(ii) or (b) by the actual number of units used or produced;
- (c) for lump sum costs or lump sum contributions: the global amount specified in Article I.3.2(a)(iii) or (c), if the corresponding tasks or part of the *action* as described in Annex II have been implemented properly;

- (d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article I.3.2(a)(iv) or (d);
- (e) for financing not linked to costs: the global amount specified in Article I.3.2(e), if the corresponding results or conditions as described in Annex II have been properly achieved or fulfilled;
- (f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in accordance with the beneficiary's usual cost accounting practices by the actual number of units used or produced;
- (g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;
- (h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the beneficiary's usual cost accounting practices.

For the forms of grant referred to in points (b), (c), (d), (f), (g) and (h), the amounts declared must comply with the conditions specified in points (a) and (b) of Article II.19.1.

II.20.2 Records and other documentation to support the costs and contributions declared

The beneficiary must provide the following if requested to do so in the context of the checks or audits described in Article II.27:

- (a) for actual costs: adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records.
In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements and with the amounts indicated in the supporting documents;
- (b) for unit costs or unit contributions: adequate supporting documents to prove the number of units declared.
The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared per unit;
- (c) for lump sum costs or lump sum contributions: adequate supporting documents to prove that the *action* has been properly implemented.
The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a lump sum;
- (d) for flat-rate costs or flat-rate contributions: adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, for the flat rate applied;

- (e) for financing not linked to costs: adequate supporting documents to prove that the *action* has been properly implemented;
The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a financing not linked to costs;
- (f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the number of units declared;
- (g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove that the *action* has been properly implemented;
- (h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the eligible costs to which the flat rate applies.

II.20.3 Conditions to determine the compliance of cost accounting practices

II.20.3.1 In the case of points (f), (g) and (h) of Article II.20.2, the beneficiary does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant as provided for in Article I.3.2.

II.20.3.2 If the Special Conditions so provide, the beneficiary may submit to the Commission a request asking it to assess the compliance of its usual cost accounting practices. If required by the Special Conditions, the request must be accompanied by a certificate on the compliance of the cost accounting practices ('certificate on the compliance of the cost accounting practices').

The certificate on the compliance of the cost accounting practices must be:

- (a) produced by an approved auditor or, if the beneficiary is a public body, by a competent and independent public officer; and
- (b) drawn up in accordance with Annex VII.

The certificate must certify that the beneficiary's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in

Article II.20.3.1 and with the additional conditions that may be laid down in the Special Conditions.

II.20.3.3 If the Commission has confirmed that the beneficiary's usual cost accounting practices are in compliance, costs declared in application of these practices may not be challenged *ex post*, if:

- (a) the practices actually used comply with those approved by the Commission; and
- (b) the beneficiary did not conceal any information for the purpose of the approval of its cost accounting practices.

ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARY

If the Special Conditions contain a provision on entities affiliated to the beneficiary, costs incurred by such an entity are eligible, if:

- (a) they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary; and
- (b) the beneficiary ensures that the conditions applicable to it under Articles II.4, II.5, II.6, II.8, II.10, II.11 and II.27 are also applicable to the entity.

ARTICLE II.22 – BUDGET TRANSFERS

The beneficiary is allowed to adjust the estimated budget set out in Annex II by transfers between the different budget categories, if the *action* is implemented as described in Annex II. This adjustment does not require an amendment of the Agreement as provided for in Article II.13.

However, the beneficiary may not add costs relating to *subcontracts* not provided for in Annex 1, unless such additional *subcontracts* are approved by the Commission in accordance with Article II.11.1(d).

The first two subparagraphs do not apply to amounts which, as provided for in Article I.3.2(a)(iii) or (c), take the form of lump sums or which, as provided for in Article I.3.2(e), take the form of financing not linked to cost.

ARTICLE II.23 – NON-COMPLIANCE WITH THE REPORTING OBLIGATIONS

The Commission may terminate the Agreement as provided for in Article II.17.2.1(b) and may reduce the grant as provided for in Article II.25.4 if the beneficiary:

- (a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in Articles I.4.3 or I.4.4 within 60 calendar days following the end of the corresponding reporting period; and
- (b) still fails to submit such a request within further 60 calendar days following a written reminder sent by the Commission.

ARTICLE II.24 – SUSPENSION OF PAYMENTS AND TIMELINE FOR PAYMENT

II.24.1 Suspension of payments

II.24.1.1 Grounds for suspension

The Commission may, at any time during the implementation of the Agreement, suspend the pre-financing payments, interim payments or payment of the balance:

- (a) if the Commission has evidence that the beneficiary has committed *irregularities, fraud or breach of obligations* in the award procedure or while implementing the Agreement;
- (b) if the Commission has evidence that the beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and such *irregularities, fraud* or *breach of obligations* have a material impact on this grant; or
- (c) if the Commission suspects *substantial errors, irregularities, fraud or breach of obligations* committed by the beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

II.24.1.2 Procedure for suspension

Step 1 — Before suspending payments, the Commission must send a *formal notification* to the beneficiary:

- (a) informing it of:
 - (i) its intention to suspend payments;
 - (ii) the reasons for suspension;
 - (iii) in the cases referred to in points (a) and (b) of Article II.24.1.1, the conditions that need to be met for payments to resume; and
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

Step 2 — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the beneficiary informing it of:

- (a) the suspension of payments;
- (b) the reasons for suspension;
- (c) the final conditions under which payments may resume in the cases referred to in points (a) and (b) of Article II.24.1.1;
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.24.1.1.

The suspension takes effect on the day the Commission sends *formal notification* of suspension (Step 2).

Otherwise, the Commission must send a *formal notification* to the beneficiary informing it that it is not continuing with the suspension procedure.

II.24.1.3 Effects of suspension

During the period of suspension of payments the beneficiary is not entitled to submit any requests for payments and supporting documents referred to in Articles I.4.2, I.4.3 and I.4.4.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article I.4.1.

The suspension of payments does not affect the right of the beneficiary to suspend the implementation of the *action* as provided for in Article II.16.1 or to terminate the Agreement as provided for in Article II.17.1.

II.24.1.4 Resuming payments

In order for the Commission to resume payments, the beneficiary must meet the notified conditions as soon as possible and must inform the Commission of any progress made.

If the conditions for resuming payments are met, the suspension will be lifted. The Commission will send a *formal notification* to the beneficiary informing it of this.

II.24.2 Suspension of the time limit for payments

II.24.2.1 The Commission may at any moment suspend the time limit for payment specified in Articles I.4.2, I.4.3 and I.4.5 if a request for payment cannot be approved because:

- (a) it does not comply with the Agreement;
- (b) the appropriate supporting documents have not been produced; or
- (c) there is a doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

II.24.2.2 The Commission must send a *formal notification* to the beneficiary informing it of:

- (a) the suspension; and
- (b) the reasons for the suspension.

The suspension takes effect on the day the Commission sends the *formal notification*.

II.24.2.3 If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.

If the suspension exceeds two months, the beneficiary may request the Commission if the suspension will continue.

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may terminate

the Agreement as provided for in Article II.17.2.1(b) and reduce the grant as provided for in Article II.25.4.

ARTICLE II.25 – CALCULATION OF THE FINAL AMOUNT OF THE GRANT

The final amount of the grant depends on the extent to which the *action* has been implemented in accordance with the terms of the Agreement.

The final amount of the grant is calculated by the Commission at the time of the payment of the balance. The calculation involves the following steps:

Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions

Step 2 — Limit to the *maximum amount of the grant*

Step 3 — Reduction due to the no-profit rule

Step 4 — Reduction due to improper implementation or breach of other obligations.

II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions

This step is applied as follows:

- (a) If, as provided for in Article I.3.2(a)(i), the grant takes the form of the reimbursement of eligible costs actually incurred, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Commission for the corresponding categories of costs, beneficiaries and affiliated entities
- (b) If, as provided for in Article I.3.2(a) (ii) to (v), the grant takes the form of the reimbursement of eligible unit costs, , lump sum costs or flat rate costs, the reimbursement rate specified in that Article is applied to the those eligible costs as approved by the Commission for the corresponding categories of costs, for the beneficiary and its affiliated entities;

The amount of volunteers' work declared as direct eligible costs for the corresponding beneficiaries and affiliated entities must be limited to the following amount, whichever is the lowest:

- (i) the total sources of financing as indicated in the final financial statement and as accepted by the Commission multiplied by fifty per cent; or
- (ii) the amount of volunteers' work indicated in the estimated budget set out in Annex II. .

- (c) If, as provided for in Article I.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Commission for the beneficiary and its affiliated entities;
- (d) If, as provided for in Article I.3.2(c), the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the beneficiary and its affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I;
- (e) If, as provided for in Article I.3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the beneficiary and its affiliated entities;
- (f) If, as provided for in Article I.3.2(e), the grant takes the form of financing not linked to costs, the Commission applies the amount specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that [the conditions specified in Annex I were fulfilled][and][the results specified in Annex I were achieved].

If Article I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added together.

II.25.2 Step 2 — Limit to maximum amount of the grant

The total amount paid to the beneficiary by the Commission may in no circumstances exceed the *maximum amount of the grant*.

If the amount obtained following Step 1 is higher than this maximum amount, the final amount of the grant is limited to the latter.

If volunteers' work is declared as part of direct eligible costs, the final amount of the grant is limited to the amount of total eligible costs and contributions approved by the Commission minus the amount of volunteers' work approved by the Commission.

II.25.3 Step 3 — Reduction due to the no-profit rule

The grant may not produce a profit for the beneficiary, unless specified otherwise in the Special Conditions.

The profit must be calculated as follows:

- (a) calculate the surplus of the total receipts of the action, over the total eligible costs of the action, as follows:
 - { receipts of the action
 - minus

the consolidated total eligible costs and contributions approved by the Commission corresponding to the amounts determined in accordance with Article II.25.1
 }

The receipts of the action are calculated as follows:

{ the revenue generated by the *action* for the beneficiary and its affiliated entities other than non-profit organisations
 plus
 the amount obtained following Steps 1 and 2 }

The revenue generated by the *action* is the consolidated revenue established, generated or confirmed for the beneficiary and its affiliated entities other than non-profit organisations on the date on which the request for payment of the balance is drawn up by the beneficiary.

The following are not considered receipts:

- (i) in kind and financial contributions made by third parties,
- (ii) in case of an operating grant, amounts dedicated to the building up of reserves.

- (b) If the amount calculated under (a) is positive, this amount will be deducted from the amount calculated following Steps 1 and 2 in proportion to the final rate of reimbursement of the actual eligible costs of the *action* approved by the Commission for the categories of costs referred to in Article I.3.2(a)(i).

II.25.4 Step 4 — Reduction due to improper implementation or breach of other obligations

The Commission may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex II (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the *action* has been implemented improperly or to the seriousness of the breach.

Before the Commission reduces the grant, it must send a *formal notification* to the beneficiary:

- (a) informing it of:
 - (i) its intention to reduce the *maximum amount of the grant*;
 - (ii) the amount by which it intends to reduce the grant;
 - (iii) the reasons for reduction; and
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

If the Commission does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a *formal notification* informing the beneficiary of its decision.

If the grant is reduced, the Commission must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the *action* or to the seriousness of the *breach of obligations*) from the *maximum amount of the grant*.

The final amount of the grant will be the lower of the following two:

- (a) the amount obtained following Steps 1 to 3; or
- (b) the reduced grant amount following Step 4.

ARTICLE II.26 - RECOVERY

II.26.1 Recovery

Where an amount is to be recovered under the terms of the Agreement, the beneficiary must repay the Commission the amount in question.

The beneficiary is responsible for the repayment of any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

II.26.2 Recovery procedure

Before recovery, the Commission must send a *formal notification* to the beneficiary:

- (a) informing it of its intention to recover the amount unduly paid;
- (b) specifying the amount due and the reasons for recovery; and
- (c) inviting the beneficiary to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the recovery procedure, the Commission may confirm recovery by sending a *formal notification* to the beneficiary consisting of a debit note, specifying the terms and the date for payment.

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

- (a) by offsetting it, without the beneficiary's prior consent, against any amounts owed to the beneficiary by the Commission or an executive agency (from the Union or the European Atomic Energy Community (Euratom) budget) ('offsetting');

In exceptional circumstances, to safeguard the financial interests of the Union, the Commission may offset before the due date.

An *action* may be brought against such offsetting before the General Court of the European Union in accordance with Article 263 TFEU;

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.4.2 ('drawing on the financial guarantee');
- (c) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

II.26.3 Interest on late payment

If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in Article I.4.13 from the day following the date for payment in the debit note up to and including the date the Commission receives full payment of the amount.

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

II.26.4 Bank charges

Bank charges incurred in the recovery process must be borne by the beneficiary, unless Directive 2007/64/EC⁴ applies.

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATIONS

II.27.1 Technical and financial checks, audits, interim and final evaluations

The Commission may, during the implementation of the *action* or afterwards, carry out technical and financial checks and audits to determine that the beneficiary is implementing the *action* properly and is complying with the obligations under the Agreement. It may also check the beneficiary's statutory records for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided as part of checks or audits must be treated on a confidential basis.

In addition, the Commission may carry out an interim or final evaluation of the impact of the *action*, measured against the objective of the Union programme concerned.

Commission checks, audits or evaluations may be carried out either directly by the Commission's own staff or by any other outside body authorised to do so on its behalf.

The Commission may initiate such checks, audits or evaluations during the implementation of the Agreement and during a period of five years starting from the date of payment of the balance. This period is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

⁴ Directive 2007/64/EC⁴ of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC.

The check, audit or evaluation procedures are considered to be initiated on the date of receipt of the letter of the Commission announcing it.

If the audit is carried out on an affiliated entity, the beneficiary must inform that affiliated entity.

II.27.2 Duty to keep documents

The beneficiary must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.

The period during which documents must be kept is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The periods set out in the first and second subparagraphs are longer 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 such cases, the beneficiary must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

II.27.3 Obligation to provide information

The beneficiary must provide any information, including information in electronic format, requested by the Commission or by any other outside body authorised by the Commission.

If the beneficiary does not comply with the obligation set out in the first subparagraph, the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.4 On-the-spot visits

During an on-the-spot visit, the beneficiary must allow Commission staff and outside personnel authorised by the Commission to have access to the sites and premises where the *action* is or was carried out, and to all the necessary information, including information in electronic format.

The beneficiary must ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

If the beneficiary refuses to provide access to the sites, premises and information as required in the first and second subparagraphs, the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.5 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report ('draft audit report') must be drawn up. It must be sent by the Commission or its authorised representative to the beneficiary, which must have 30 calendar days from the date of receipt to submit observations. The final report ('final audit report') must be sent to the beneficiary within 60 calendar days of expiry of the time limit for submission of observations.

II.27.6 Effects of audit findings

On the basis of the final audit findings, the Commission may take the measures it considers necessary, including recovery of all or part of the payments made by it, as provided for in Article II.26.

In the case of final audit findings after the payment of the balance, the amount to be recovered corresponds to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiary under the Agreement for the implementation of the *action*.

II.27.7 Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations

II.27.7.1 The Commission may extend audit findings from other grants to this grant if:

- (a) the beneficiary is found to have committed systemic or recurrent *irregularities, fraud or breach of obligations* in other EU or Euratom grants awarded under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant; and
- (b) the final audit findings are sent to the beneficiary through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1

The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;
- (d) suspension of payments as provided for in Article II.24.1;
- (e) suspension of the *action* implementation as provided for in Article II.16.2;
- (f) termination as provided for in Article II.17.2.

II.27.7.2 The Commission must send a *formal notification* to the beneficiary informing it of the systemic or recurrent irregularities, *fraud or breach of obligations* and of its intention to extend the audit findings, together with the list of grants affected.

- (a) If the findings concern eligibility of costs the procedure is as follows:

Step 1 — The *formal notification* must include:

- (i) an invitation to submit observations on the list of grants affected by the findings;
- (ii) a request to submit revised financial statements for all grants affected;

- (iii) where possible, the correction rate for extrapolation established by the Commission to calculate the amounts to be rejected on the basis of the systemic or recurrent errors, *irregularities, fraud or breach of obligations*, if the beneficiary:
 - considers that the submission of revised financial statements is not possible or practicable; or
 - will not submit revised financial statements.

Step 2 — The beneficiary has 60 calendar days from when it receives the *formal notification* to submit observations and revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Commission in justified cases.

Step 3 — If the beneficiary submits revised financial statements that take account of the findings the Commission will determine the amount to be corrected on the basis of those revised statements.

If the beneficiary proposes an alternative correction method and the Commission accepts it, the Commission must send a *formal notification* to the beneficiary informing it:

- (i) that it accepts the alternative method;
- (ii) of the revised eligible costs determined by applying this method.

Otherwise the Commission must send a *formal notification* to the beneficiary informing it:

- (i) that it does not accept the observations or the alternative method proposed;
- (ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

If the systemic or recurrent *irregularities, fraud or breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

- (i) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission or on the basis of the revised eligible costs after extrapolation; and
- (ii) the total amount paid to the beneficiary under the Agreement for the implementation of the *action*;

- (b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

Step 1 — The *formal notification* must include:

- (i) an invitation to the beneficiary to submit observations on the list of grants affected by the findings and
- (ii) the correction flat rate the Commission intends to apply to the *maximum amount of the grant* or to part of it, according to the principle of proportionality.

Step 2 — The beneficiary has 60 calendar days from receiving the *formal notification* to submit observations or to propose a duly substantiated alternative flat-rate.

Step 3 — If the Commission accepts the alternative flat rate proposed by the beneficiary, it must send a *formal notification* to the beneficiary informing it:

- (i) that it accepts the alternative flat-rate;
- (ii) of the corrected grant amount by applying this flat rate.

Otherwise the Commission must send a *formal notification* to the beneficiary informing it:

- (i) that it does not accept the observations or the alternative flat rate proposed;
- (ii) of the corrected grant amount by applying the flat rate initially notified to the beneficiary.

If the systemic or recurrent *irregularities, fraud or breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

- (i) the revised final amount of the grant after flat-rate correction; and
- (ii) the total amount paid to the beneficiary under the Agreement for the implementation of the *action*.

II.27.8 Rights of OLAF

The European Anti-Fraud Office (OLAF) has the same rights as the Commission, particularly the right of access, for the purpose of checks and investigations.

Under Council Regulation (Euratom, EC) No 2185/96⁵ and Regulation (EU, Euratom) No 883/2013⁶ OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against *fraud* and other *irregularities*.

Where appropriate, OLAF findings may lead to the Commission recovering amounts from the beneficiary.

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

⁵ 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.

⁶ 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).

II.27.9 Rights of the European Court of Auditors and EPPO

The European Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939 ('the EPPO') have the same rights as the Commission, particularly the right of access, for the purpose of checks, audits and investigations.

ANNEX III – FINANCIAL AND CONTRACTUAL RULES

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I. RULES APPLICABLE TO BUDGET CATEGORIES BASED ON UNIT CONTRIBUTIONS

I.1 Conditions for eligibility of unit contributions

Where the grant takes the form of a unit contribution, the number of units must comply with the following conditions:

- the units must be actually used or produced in the period set out in Article I.2.2 of the Special Conditions;
- the units must be necessary for implementing the Project or produced by it;
- the number of units must be identifiable and verifiable, in particular supported by records and documentation specified in this Annex.

I.2 Calculation and supporting documents for unit contributions

A. Travel Support

By default, the place of origin is understood as the place where the sending organisation is located and the place of the venue as 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.

In case no travel took place or it was funded from other EU sources than the Erasmus+ Programme (e.g. a mobility participant is already at the place of the venue in relation to another activity than the one funded from the Agreement), the beneficiary must report that situation accordingly in the Erasmus+ reporting and management tool for each mobility concerned. In this case, no grant support for travel will be awarded.

- (a) Calculation of the grant amount for travel costs: the grant amount 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 (standard or green), as specified in Annex IV of the Agreement. The unit contribution per distance band represents the grant amount for a return travel between the place of departure and the place of arrival. In case of green travel modes (train, bus, shared car), the green travel unit contributions apply, otherwise the standard travel unit contributions apply.

Unit contributions for travel are applicable for any staff mobility. For student mobility, unit contributions for travel are applicable a) for sending institutions from

outermost EU Member States and third countries associated to the Programme and regions (outermost regions, Cyprus, Iceland, Malta) and Overseas Countries and Territories, b) for participants with fewer opportunities on short-term student mobility and c) for participants going to third countries not associated to the Programme, except to third countries not associated to the Programme from Region 13 and 14. In the latter case c), beneficiaries may decide not to provide a travel unit contribution, except for participants with fewer opportunities. The criteria for the non-provision have to be fair (ensuring equal treatment), transparent, documented and published on the institution's website.]

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 beneficiary will calculate in the Erasmus+ reporting and management tool the grant amounts for travel based on the applicable unit contribution rates.

- (b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity.
- (c) Supporting documents for staff: Proof of attendance of the activity in the form of 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 documents 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 attached to it) in the case of mobility for studies
- Traineeship Certificate (or statement attached to it) in the case of mobility for traineeships.]

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

B. Individual support

- (a) Calculation of the grant amount for students: the grant amount 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 IV of the Agreement. Funded travel days may be added if relevant for a specific activity, and up to the limits specified in the Programme Guide.

In the case of incomplete months for long-term mobilities, the grant amount 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 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.

In the cases where students and recent graduates do not receive the separate travel support budget category, they are entitled to receive funding for using sustainable means of transport as specified in the Programme Guide. For the supporting documents see the travel support section.

Start and end dates will be counted as follows:

- The start date should be the first day that the student needs to be 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 present at the receiving organisation (last day of the exam period/course/work/mandatory sitting period).

Calculation of the grant amount for staff: the grant amount 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 IV of the Agreement. Funded travel days may be added if relevant for a specific activity, and up to the limits specified in the Programme Guide.

In case of “partial zero-grant mobility” in higher education mobility supported by internal policy funds, participants have to receive individual support for the minimum 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 grant agreement, the beneficiary may:
 - Either amend the 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 grant agreement, the additional days are to 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 continue the activities after the interruption (if possible within the conditions established in this Agreement).
 - In case of termination by the participant of the agreement with the beneficiary due to "force majeure", the participant must be entitled to receive the amount of the grant corresponding at least 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 event that conditions the entitlement to the grant is that the participant has actually undertaken the activity for the specified period.

(c) Supporting documents:

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

Supporting documents 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 physical start and end date of the 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.

Supporting documents for blended mobility and for the participation in blended intensive programmes: the regular documents as specified above have to be used.

Supporting documents for the top-up amount for fewer opportunities: Proof of meeting one national criterion. The use of a self-declaration is allowed as supporting document as part of the national criteria.

(d) Reporting:

All Participants in mobility activities must provide their feedback in terms of factual information and their appreciation of the activity period, its preparation and follow-up. The participants must use the standard on-line questionnaire provided by the European Commission (the participant report) when submitting their feedback.

Participants who fail to submit their report may be required to partially or fully reimburse the financial contribution received from Erasmus+.

C. Organisational support

- (a) Calculation of the grant amount for mobility organisational support: the grant amount is calculated by multiplying the total number of participations in mobility activities (i.e. regardless of whether the same participant will have undertaken one or more mobilities) by the unit contributions applicable as specified in Annex IV of the Agreement.

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

Calculation of the grant amount for blended intensive programme organisational support: the grant amount is calculated by multiplying the total number of participants (learners) in the blended intensive programme, incoming through student study or staff training mobility activities, by the unit contribution applicable as specified in Annex IV of the Agreement and within the limits specified in the Programme Guide.]

(b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity and in the case of blended intensive programmes, the minimum required number of mobile learner participants has taken part in the activity.

(c) Supporting documents:

The same supporting documents as specified under the individual support section. In the case of blended intensive programmes, proof of attendance specifying the participants' name (learners) and their start and end date of the physical activity.]

(d) Reporting:

Mobility organisational support:

- There is a margin of tolerance of 10%, meaning that the organisational support grant must not be reduced if the total number of student and staff mobilities is lower than the number of mobilities specified in Annex II of the Agreement by 10% or less.
- At final report stage, if the number of mobilities implemented is higher than the number specified in Annex II, the grant amount for organisational support will be limited to the maximum amount specified in Annex II.

Mobility activities: The beneficiary must report on the achieved activity.

Blended intensive programme organisational support: The beneficiary must report on the achieved activity.

D. Inclusion support for organisations

- (a) Calculation of the grant amount: the grant amount is calculated by multiplying the total number of participants with inclusion support in mobility activities by the unit contribution applicable, as specified in Annex IV of the Agreement.
- (b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity and received inclusion support for participants,
- (c) Supporting documents: supporting documents proving the payment of the inclusion support for participants, as specified in section II.2.A of this Annex.

E. Online Language Support (OLS)

- The beneficiary must ensure that OLS accesses are awarded to all eligible participants (as soon as possible after their selection for the mobility activity).
- Participants can take as many language courses (and assessments) as they wish, in the languages of the choice available in the OLS tool, taking into account that Higher Education participants undertaking long-term activities (14 days or more) between Member States should nevertheless take a self-assessment in their language of mobility on the OLS tool.
- OLS must be used in the period between the OLS access is granted and the end of the mobility activity.
- The beneficiary must monitor the use of the Online Language Support by participants on the basis of the information provided through the related management tools.
- The beneficiary must make every effort to ensure that all the OLS accesses (which include both assessments and courses) are actively used by the selected participants.
- By signing the individual mobility grant agreement, mobility participants commit to give the necessary attention to their language learning, by using the OLS language assessment and courses before (and, if relevant, during) the mobility, if awarded. Higher Education participants undertaking long-term activities (14 days or more) between Member States commit to take an initial assessment in the language of mobility prior to departure.
- The beneficiary must act in line with the guidelines for use of OLS provided by the OLS service providers.
- The beneficiary must report on the number of used language assessments and courses in their reports.
- In case of significant number of unused OLS accesses at the time of interim and final report submission, the NA may decide to take this into account in the evaluation of the project results, in relation to the beneficiary.

II. RULES APPLICABLE FOR THE BUDGET CATEGORIES BASED ON REIMBURSEMENT OF ACTUAL INCURRED COSTS

II.1. Conditions for the reimbursement of actual costs

Where the grant takes the form of a reimbursement of actual costs, the following conditions must apply:

- (a) they are incurred by the beneficiary;
- (b) they are incurred in the period set out in Article I.2.2.;
- (c) they are indicated in the estimated budget set out in Annex II or eligible following budget transfers in accordance with Article I.17;
- (d) they are incurred in connection with the Project as described in Annex II and are necessary for its implementation;
- (e) they are identifiable and verifiable, in particular are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and with the beneficiary's usual cost accounting practices;
- (f) they comply with the requirements of applicable tax and social legislation;
- (g) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency;
- (h) they are not covered by a unit contribution as specified in Section I of this Annex.

II.2. Calculation of actual cost

A. Inclusion Support for participants

- (a) Calculation of the grant amount: the grant is a reimbursement of 100% of the eligible costs actually incurred.
- (b) Eligible costs: These additional costs are those directly related to participants with fewer opportunities and their accompanying persons, which cannot be covered through the top-up amount for individual support for participants with fewer opportunities. 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 grant item “inclusion support for participants” will be calculated based on real costs for subsistence beyond the 60th day.

Funds for inclusion support for participants, once the participants have been selected, 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 article I.17.

- (c) 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.
- (d) Reporting: for each cost item in this budget category, the beneficiary must report the type of costs and the real amount of costs incurred.

B. 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:
 - Costs relating to a pre-financing guarantee lodged by the beneficiary where such guarantee is required by the NA, as specified in Article I.4.2 of the Agreement.
 - Costs of travel in the most economical but also effective way for eligible participants for which the standard funding rule does not cover at least 70% of the eligible costs. This funding can only be awarded to students and to staff if they are eligible for the separate travel support grant as specified in Article

I.2.A. The exceptional costs for expensive travel replaces the separate travel grant.

- For exceptional costs for the financial guarantee, the beneficiary may submit a funding request to the NA. Funds for exceptional costs support for expensive travel costs, once the participants have been selected, 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 article I.18.

(c) Supporting documents:

- Proof of the cost of the financial guarantee issued by the body providing the guarantee to the beneficiary, specifying the name and address of the body issuing the financial guarantee, the amount and currency of the cost of the guarantee, and providing the date and signature of the legal representative of the body issuing the guarantee.
- In the case of travel costs: documentation justifying the need for this grant 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 the travel route.

(a) Reporting:

- For direct costs: for each cost item in this budget category, the beneficiary must report the type of costs and the real amount of costs incurred.
- For indirect costs: no reporting required

III. CONDITIONS OF ELIGIBILITY OF PROJECT ACTIVITIES

- a) The beneficiary must ensure that the activities of the project for which grant support was awarded are eligible in accordance with the rules set out in the Erasmus+ Programme Guide.
- b) Travel time will not be considered when determining compliance with minimum eligible duration of mobility activities specified in the Programme Guide.
- c) Activities that are not compliant with the rules set out in the Erasmus+ Programme Guide (as complemented by the rules set out in this Annex) must be declared ineligible by the NA and the grant amounts corresponding to those activities must be recovered in full. The recovery must cover all budget categories for which a grant was awarded in relation to the activity that is declared ineligible.
- d) The beneficiary is allowed to use up to 20% of the latest awarded project grant shown in Article I.3.1. 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 (grant items) “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.

IV. FINAL REPORT

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

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

The final report will be scored on a total of maximum 100 points. If the NA considers that the implementation of the project does not respect the quality commitment undertaken by the beneficiary, the NA 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 NA may recommend to the European Commission to withdraw the Erasmus Charter for Higher Education of the beneficiary.]

V. GRANT REDUCTION FOR POOR, PARTIAL OR LATE IMPLEMENTATION

Poor, partial or late implementation of the Project may be established by the NA on the basis of the final report submitted by the beneficiary (including reports from individual participants taking part in the mobility activities).

In addition, the NA may also consider information received from any other relevant source, proving that the Project is not implemented in accordance with the contractual provisions. Other sources of information may include monitoring visits, accreditation interim reports, desk checks or on-the-spot checks undertaken by the NA.

If the final report scores below 60 points in total, the NA may reduce the final grant amount for organisational support on the basis of poor, partial or late implementation of the action

even if all activities reported were eligible and actually took place. In that case, a grant reduction may correspond to:

- 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 below 25 points.

VI. GRANT MODIFICATIONS

(a) Grant modification due to redistribution of funds or additional funds being available

In the framework of redistribution of funds in higher education mobility, or in the event of additional funds becoming available to the NA for (re)allocation to the beneficiaries, the total maximum grant amount indicated in Article I.3.1 may be increased provided that:

At interim report stage a high number of mobility activities or longer duration of outbound mobility activities (including invited staff from enterprises when applicable) has taken place or is foreseen to take place . The criteria according to which the additional funds may be provided are the following: The criteria will be published at: <https://www.oph.fi/fi/ohjelmat/ka131-korkeakoulutuksen-eurooppalainen-liikkuvuus-hallinnointi-ja-sopimusliitteet-2022>

When the interim report shows a very low number of mobility activities indicating that the beneficiary will not fully implement the awarded grant, the total maximum grant amount indicated in Article I.3.1 may be decreased through an amendment.

(b) Grant increase for inclusion support and exceptional costs

As there is no provision for requesting inclusion support or exceptional costs at application stage in the field of higher education, the beneficiary may apply for additional grant support once the participants have been selected. Such inclusion support may be provided by the NA for participants with fewer opportunities and their organisation or in the case of exceptional costs as specified under Article II.2.B.

(c) Contractual modifications

In accordance with Article II.13 of Annex I of the Agreement, any modification of the grant as set out in Sections V (a) and (b) above will take the form of an amendment to the Agreement.]

VII. CHECKS OF GRANT BENEFICIARY AND PROVISION OF SUPPORTING DOCUMENTS

In accordance with Article II.27 of the Annex I of the Agreement, the beneficiary may be subject to checks and audits in relation to the Agreement. Checks and audits aim at verifying whether the beneficiary managed the grant in respect of the rules set out in the Agreement, in order to establish the final grant amount to which the beneficiary is entitled.

A final report check must be performed for all projects. In addition, the project may be subject to further desk check or on-the-spot check if the project Agreement is included in the NA sample required by the European Commission or if the NA has selected it for a targeted check based on its risk assessment.

For final report check and desk check, the beneficiary must supply to the NA physical or electronic copies of supporting documents specified in the section I.2, unless the NA makes a request for originals to be delivered. The NA must return original supporting documents to the beneficiary upon its analysis thereof. If the beneficiary is legally not authorised to send original documents for final report or desk checks, a copy of the supporting documents may be sent instead.

For any type of check the beneficiary may be requested by the NA to provide additional supporting documents or evidence that are typically required for another type of check, as specified in Article II.27 of the General Conditions.

The different checks must include the following:

a) Final report check

The final report check is undertaken at final report stage at the NA premises in order to establish the final grant amount to which the beneficiary is entitled.

The beneficiary's final report to the National Agency must include the following information (if applicable within the action format and project concerned):

- Unit contributions consumed for budget categories:
 - Organisational support
 - Blended intensive programme organisational support
 - Travel support
 - Individual support
 - Inclusion support for organisations

- Actual costs incurred for budget categories:
 - Inclusion support for participants
 - Exceptional costs

b) Desk check

Desk check is an in-depth check of supporting documents at the NA 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.

c) On-the-spot checks

On-the-spot checks are performed by the NA 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:

- **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.

- **On-the-spot check after completion of the project:** this check is undertaken after the end of the Project and usually after the final report check.

- **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. The beneficiary must enable the National

Agency to verify the reality and eligibility of all project activities and participants by all documentary means, including video and photographic records of the activities undertaken, in order to rule out double funding or other irregularities.

ANNEX IV: RATES APPLICABLE FOR UNIT CONTRIBUTIONS

KEY ACTION 1 – LEARNING MOBILITY - HIGHER EDUCATION (HE)

1. Travel support - Contribution to the travel costs

KA131: HE students and recent graduates sent by HEIs from outermost regions of EU Members States, Cyprus, Iceland, Malta and Overseas Countries and Territories associated to EU Member States and who are going to EU Member States and third countries associated to the Programme or to third countries not associated to the Programme from Region 13 and 14; students and recent graduates with fewer opportunities on short-term physical mobility; and all outgoing students and recent graduates in international mobility involving third countries not associated to the Programme, except Region 13 and 14.

KA171: All outgoing and incoming students and recent graduates in international mobility involving third countries not associated to the Programme, except Region 13 and 14:

Travel distances	Standard travel - Amount	Green travel - Amount
Between 10 and 99 KM:	23 EUR per participant	
Between 100 and 499 KM:	180 EUR per participant	210 EUR per participant
Between 500 and 1999 KM:	275 EUR per participant	320 EUR per participant
Between 2000 and 2999 KM:	360 EUR per participant	410 EUR per participant
Between 3000 and 3999 KM:	530 EUR per participant	610 EUR per participant
Between 4000 and 7999 KM:	820 EUR per participant	
8000 KM or more:	1500 EUR per participant	

Nota bene: Students and recent graduates who do not receive travel support can opt for green travel. In this case, they will receive a single contribution of **50 EUR** as a top-up amount to the individual support.

Staff mobility

Travel distances	Standard travel - Amount	Green travel - Amount
Between 10 and 99 KM:	23 EUR per participant	
Between 100 and 499 KM:	180 EUR per participant	210 EUR per participant
Between 500 and 1999 KM:	275 EUR per participant	320 EUR per participant
Between 2000 and 2999 KM:	360 EUR per participant	410 EUR per participant
Between 3000 and 3999 KM:	530 EUR per participant	610 EUR per participant
Between 4000 and 7999 KM:	820 EUR per participant	
8000 KM or more:	1500 EUR per participant	

Nota bene: the "travel distance" represents the distance between the place of origin and the venue, whereas the "amount" covers the contribution to the travel both to and from the venue.

2. Individual support for physical mobility

Staff mobility

Receiving country	Staff from EU Member States and third countries associated to the Programme	Staff from third countries not associated to the Programme
	Amount (per day)	Amount (per day)
	A1.1	A1.2
Norway, Denmark, Luxembourg, Iceland, Sweden, Ireland, Finland, Liechtenstein	days 1 – 14: 124 days 15 – 60: 87	days 1 – 14: 180 days 15 – 60: 126
Third countries not associated to the Programme from Region 14	days 1 – 14: 124 days 15 – 60: 87	Not eligible
Netherlands, Austria, Belgium, France, Germany, Italy, Spain, Cyprus, Greece, Malta, Portugal	days 1 – 14: 110 days 15 – 60: 77	Not applicable
Third countries not associated to the Programme from Region 13	days 1 – 14: 110 days 15 – 60: 77	Not eligible
Slovenia, Estonia, Latvia, Croatia, Slovakia, Czech Republic, Lithuania, Turkey, Hungary, Poland, Romania, Bulgaria, North Macedonia, Serbia	days 1 – 14: 97 days 15 – 60: 68	Not applicable
Third countries not associated to the Programme from Regions 1-12	days 1 – 14: 180 days 15– 60: 126	Not eligible

These rates fixed by the National Agency are **fixed** for the entire mobility project.

Nota bene: 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: 70% of amount per day per participant as specified in the table above.

Staff participants on staff mobility may receive up to two travel days funded by individual support.

In case of green travel with sustainable means of transport, staff participants on staff mobility may receive up to four additional travel days funded by individual support.

Student 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 from outermost regions and Overseas Countries and Territories**

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

These rates fixed by the National Agency are **fixed** for the entire mobility project.

- **Base amount for long-term student mobility for studies and for traineeships for students from outermost regions and Overseas Countries and Territories**

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	700 EUR per month

- **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 from outermost regions and Overseas Countries and Territories**

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 1-12	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	850 EUR per month (not applicable for mobility to Finland)
	Group 3 of EU Member States and third countries associated to the Programme	800 EUR per month (not applicable for mobility to Finland)

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.

- Only applicable to KA131: **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 to the individual support base amount of **150 EUR per month**. Students and recent graduates with fewer opportunities who take part in traineeships are entitled to receive 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 to the individual support base amount of **250 EUR per month**.
- **Students and recent graduates on short-term physical mobility** to any country receive a base amount of **70 EUR per day** up to the 14th day of activity, and of **50 EUR per day** between the 15th to the 30th day of activity.
- **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 traineeship does not apply in this case.
- **Funded travel days:**
 - Student and recent graduate participants on short-term student mobility may receive up to two travel days funded by individual support.
 - In case of green travel with sustainable means of transport, student and recent graduate participants on short-term and long-term student mobility may receive up to four additional travel days funded by individual support.

3. Organisational support

Mobility organisational support

KA131: Up to the 100th participant: **400 EUR** per participant
+ beyond the 100th participant: **230 EUR** per additional participant.

KA171: **500 EUR** per participant.

KA131 blended intensive programme organisational support

400 EUR per mobile participant, with minimum 15 learner participants and a maximum of 20 funded learner participants.

4. Inclusion support

100 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 category.