



EUROPEAN COMMISSION

Education, Audiovisual and Culture Executive Agency

Department A: Erasmus+, EU Solidarity Corps

Erasmus+ AI: European Higher Education

GRANT AGREEMENT FOR AN ACTION

UNDER ERASMUS+ PROGRAMME

AGREEMENT NUMBER - 620252-EPP-1-2020-1-UA-EPPJMO-MODULE

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

on the one part,

The **Education, Audiovisual and Culture Executive Agency** ("the Agency"), acting under powers delegated by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by JOSE-LORENZO VALLES, Head of Unit,

and

on the other part,

'the beneficiary'

**VINNYTSIA MYKHAILO KOTSIUBYNSKYI STATE PEDAGOGICAL
UNIVERSITY
OSTROZHSKIY STR. 32
UA - 21001 VINNYTSIA**

UA021250902287,

represented for the purposes of signature of the Agreement by **Nataliia LAZARENKO**

Whereas the Commission has taken a decision n° C(2013) 8550 final of 4/12/2013 authorizing the use of lump sum and reimbursement on the basis of unit costs to cover one or more different categories of eligible costs under the Erasmus+ Programme.

The parties referred to above

HAVE AGREED

to the Special Conditions ("the Special Conditions") and the following Annexes:

- Annex I Description of the action
 - Annex II General Conditions ("the General Conditions")
 - Annex III Estimated budget
 - Annex IV Model technical report
 - Annex V Model financial statement
 - Annex VI Model terms of reference for the certificate on the financial statements: not applicable
 - Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
 - Annex VIII Model terms of reference for the operational verification report: not applicable
- which form an integral part of the Agreement.

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

The provisions in Annex II "General Conditions" take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

The Agency 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 the *action* entitled EU experience of soft skills development of preschool and primary school-age children by theatre activities in teacher training as described in Annex I.

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

Article II.13.4 and point ii) of Article II.25.3(a) do not apply.

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 action runs for **36 months** starting on the first day following the date when the last party signs the Agreement.

ARTICLE I.3 – MAXIMUM AMOUNT AND FORM OF GRANT

I.3.1 *The maximum amount of the grant is EUR 30,000.00.*

I.3.2 The grant takes the form of:

- (a) Reimbursement of eligible costs of the action: not applicable.
- (b) **A unit contribution in the form of scales per unit costs ("unit contribution") to cover the following categories of eligible costs for the beneficiary:**

- national teaching cost per hour.

The applicable formulas for unit costs are automatically integrated in Annex III.

- (c) Lump sum contribution: not applicable
- (d) **A flat-rate contribution of a percentage indicated in Annex III of the unit contribution to the eligible costs ("flat-rate contribution") to cover the following category of costs for the beneficiary:**
 - **additional academic activities.**
- (e) Financing not linked to costs: not applicable

ARTICLE I.4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

The *action* is divided into the following *reporting periods*:

- Reporting period: from month 1 to the last month of the action.

I.4.2 Request for second pre-financing payment and supporting documents

Not applicable

I.4.3 Request for interim payment and supporting documents

Not applicable

I.4.4 Request for payment of the balance and supporting documents

The beneficiary must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the *action* ('final technical report'), drawn up in accordance with Annex IV, containing:
 - (i) the information needed to justify the eligible costs declared and the contribution requested on the basis of financing not linked to costs, unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs, of financing not linked to costs or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b), (c) or (e));
 - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by the beneficiary.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex V and detail the amounts for each of the forms of grant set out in Article I.3.2 for the last reporting period;

- (c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by the beneficiary aggregating the financial statements already submitted previously and indicating the revenue generated by the *action* referred to in Article II.25.3 for the beneficiary.

The summary financial statement must be drawn up in accordance with Annex V.

The beneficiary must certify that the information provided in the request for payment of the balance is full, reliable and true.

The beneficiary 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.

In addition, the beneficiary must certify that all the revenues generated by the *action* referred to in Article II.25.3 have been declared for the beneficiary.

I.4.5 Information on cumulative expenditure incurred

Not applicable

I.4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements 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* (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>), determined over the corresponding reporting period.

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.4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English.

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Agency must make the following payments to the beneficiary:

- one 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.5.2 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 European Union ('the Union') until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Agency must make the pre-financing payment of 70% of the maximum amount specified in Article I.3.1 to the beneficiary within 30 calendar days from the entry into force of the Agreement or from when the Agency receives the financial guarantee of an amount equal to the pre-financing instalment to be paid, whichever is the latest, except if Article II.24.1 applies.

The financial guarantee, if applicable, must fulfil the following conditions:

- (a) it is provided by a bank or an approved financial institution or, if requested by the beneficiary and accepted by the Agency, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Agency to first have recourse against the principal debtor (i.e. the beneficiary concerned); and
- (c) it explicitly remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Agency. If payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to the beneficiary. The Agency must release the guarantee within the following month.

I.5.3 Interim payment

Not applicable

I.5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the *action*.

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

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the *maximum amount of the grant*.

I.5.5 Notification of amounts due

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

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

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

I.5.6 Interest on late payment

If the Agency 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 Agency 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 may not 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.5.8. The Agency 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.5.7 Currency for payments

The Agency must make payments in euros.

I.5.8 Date of payment

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Agency and/or the Commission 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.

I.5.10 Payments to the beneficiary

The Agency must make payments to the beneficiary.

Payments to the beneficiary discharge the Agency from its payment obligation.

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

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

Name of bank: **JOINT STOCK COMPANY 'STATE SAVINGS BANK OF UKRAINE'**

Precise denomination of the account holder: **VINNYTSIA MYKHAILO KOTSIUBYNSKYI STATE PEDAGOGICAL UNIVERSITY**

Full account number (including bank codes):

IBAN account code: **UA973020760000026008300402225**

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is the Director of the Agency

I.7.2 Communication details of the Agency

Any communication addressed to the Agency must be sent to the following address:

Education, Audiovisual and Culture Executive Agency

JOSE-LORENZO VALLES

Unit A.1

Office J-59 08/033

Avenue du Bourget, 1

1049 Brussels

BELGIUM

Email address: eacea-ajm@ec.europa.eu

I.7.3 Communication details of the beneficiary

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

**VINNYTSIA MYKHAILO KOTSIUBYNSKYI STATE PEDAGOGICAL
UNIVERSITY**

Nataliia LAZARENKO

OSTROZHSKIY STR. 32

UA - 21001 VINNYTSIA

ARTICLE I.8 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

As an exception to Article II.25.3, the no-profit principle does not apply to the *action*.

ARTICLE I.9 – PUBLICITY OBLIGATIONS

1. For the purpose of Article II.8 of the grant agreement, relating to the publicity and use of the relevant logo, the beneficiary must follow the instructions available on the following website: https://eacea.ec.europa.eu/about-eacea/visual-identity_en
2. The beneficiary must inform the public, press and media of the action (internet included), which must, in conformity with Article II.8 mentioned above, visibly indicate “with the support of the Erasmus+ Programme of the European Union” as well as the graphic logos.
3. Where the action, or part of the action, is a publication, the mention and graphic logos must appear on the cover or the first pages following the editor's mention.
4. If the action includes events for the public, signs and posters related to this action must be displayed. This must include the logos mentioned under point 1. Authorisation to use the logos described in point 1 implies no right of exclusive use and is limited to this agreement.

ARTICLE I.10 — DISSEMINATION AND EXPLOITATION OF RESULTS

Beneficiaries of grants under the Erasmus+ Programme have the duty to ensure that the work undertaken within the framework of this grant agreement and the results accruing from it receive substantial visibility. The beneficiary must pay specific attention to the importance of dissemination, exploitation of results of the action and to their visibility at a transnational level. In this respect, the beneficiary must:

- (a) create and maintain (at least during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the beneficiary, mention of the European Union's financial support with the relevant logo (see Article II.8), and access to all results, as and when they become available.
- (b) update the project summary in accordance with the instructions provided in Annex IV
- (c) provide during the project lifetime the Agency and/or the Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.
- (d) use Erasmus+ Project Result Platform, on the website <http://ec.europa.eu/programmes/erasmus-plus/projects/> to disseminate project results and deliverables in accordance with the instructions provided therein. The approval of the final report will be subject to the upload of the project results/deliverables on the aforementioned platform by the time of its submission.

ARTICLE I.11 – MEETINGS BETWEEN AGENCY AND BENEFICIARYS

Representatives of the beneficiary shall participate in meetings organised by the Agency. There will be a maximum of 2 meetings per grant agreement. The expenses for participation will be considered eligible costs.

ARTICLE I.12 – GRANT REDUCTION IN THE CASE OF NON-COMPLIANCE WITH AN OBLIGATION UNDER THE GRANT AGREEMENT AND FOR NON-, POOR, PARTIAL, OR LATE IMPLEMENTATION]

1. For the purpose of poor, partial or late implementation as provided for in Article II.25.4, the assessment of the implementation of the project will be performed by the Agency, which will result in the award of a score comprised between 0% and 100%, where 0% is at the bottom of the rating scale (corresponding to the worst quality of implementation) and 100% is at the top (corresponding to the best quality of implementation).

2. The score awarded will take into account the existence and seriousness of non-, poor, partial or late implementation, and its impact on the achievement of the project. If the score is below 50%, the following reduction rates may be applied on the maximum amount of the grant provided for in the grant agreement:

- 25% if the project scores at least 40% and below 50%, meaning that some objectives/results set in the application have not been reached, limiting the global result of the project;
- 35% if the project scores at least 30% and below 40% meaning that several important objectives/results set in the application have not been reached, the global result of the project has been affected and the project can be considered only partially achieved;
- 55% if the project scores at least 20% and below 30% meaning that the majority of the objectives/results set in the application have not been reached, the global result of the project has been strongly affected and the project cannot be considered achieved;
- 75% if the project scores below 20%, meaning that any objectives/results set in the application have not been reached and any substantial outcomes of the project have not been reached in a satisfactory way.

3. Without prejudice to the right to terminate the grant, the Agency may also apply a 20%-reduction rate on the maximum amount of the grant if an obligation under the Grant Agreement has been breached, in particular in case of non-compliance with the obligation of visibility of Union funding set out in Article II.8 which constitutes a substantial obligation.

ARTICLE I.13 — SETTLEMENT OF DISPUTES WITH THE NON-EU BENEFICIARY

This provision applies where the beneficiary is legally established in a country other than a Member State of the European Union (the 'non-EU beneficiary').

As an exception to Article II.18.2, any of the parties (the Agency or the non-EU beneficiary) may bring before the Belgian Courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

Where one party has brought proceedings before the Belgian Courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts before which the proceedings have already been brought.

SIGNATURES

For the beneficiary

Nataliia LAZARENKO
Function

signature
Done at 18.11.2020 date



In duplicate in English

For the Agency

JOSE-LORENZO VALLES
Head of Unit

signature

Done at Brussels, date

ERASMUS+ PROGRAMME

GRANT AGREEMENT FOR AN ACTION

AGREEMENT NUMBER - 620252-EPP-1-2020-1-UA-EPPJMO-MODULE

ANNEX I

DESCRIPTION OF THE ACTION

The grant awarded aims at implementing the activities as they are described in the application form:

Registered by the Agency under the reference: **620252-EPP-1-2020-1-UA-EPPJMO-MODULE**

Project title: EU experience of soft skills development of preschool and primary school-age children by theatre activities in teacher training

Submitted by: **VINNYTSIA MYKHAILO KOTSIUBYNSKYI STATE PEDAGOGICAL UNIVERSITY**

ERASMUS+ PROGRAMME

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ANNEX II

GENERAL CONDITIONS

("the General Conditions")

ERASMUS+ PROGRAMME

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ANNEX III

ESTIMATED BUDGET

ERASMUS+ PROGRAMME

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ANNEX IV

MODEL TECHNICAL REPORT

To be published on https://eacea.ec.europa.eu/erasmus-plus/funding/jean-monnet-activities-2019_en

(please see the beneficiaries space section on the bottom of the web page)

ERASMUS+ PROGRAMME

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ANNEX V

MODEL FINANCIAL STATEMENT

To be published on https://eacea.ec.europa.eu/erasmus-plus/funding/jean-monnet-activities-2019_en

(please see the beneficiaries space section on the bottom of the web page)

