- **This document is the basic template for multi-beneficiary grant agreements between the National Agency (NA) and the beneficiaries of a grant for a project under Erasmus+ Programme, where multiple organisations are beneficiaries of the grant. This template applies to the following Erasmus+ actions:**
  - **Key Action 2: Cooperation partnerships and small-scale partnerships**
- **The footnotes are internal instructions for NAs only and will be deleted in the actual grant agreements used.**
- **Options *[in italics in square brackets]* not used will be deleted by NAs.**
- **The template agreement date in the header must be kept across the document.**

GRANT AGREEMENT for a:

Project with multiple beneficiaries under the ERASMUS+ Programme[1]

AGREEMENT NUMBER – [PMM Generated No.]

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

on the one part,

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

[full official name of the NA]
[official legal form]
[official registration No]
[official address in full]
[VAT number],

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

and

on the other part,

the '**coordinator**'

[full official name of the coordinator]
[official legal form] *[if applicable]*
[official registration No] *[if applicable]*
[official address in full]
[VAT number], *[if applicable]*

[OID number],

[HE Option 1 – ECHE]

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

Erasmus ID code [e.g. B BRUXEL01]:

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

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

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

The parties referred to above

HAVE AGREED

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

Annex I General conditions ('the General Conditions')

Annex II Description of the Project; Estimated budget of the project; List of other beneficiaries

Annex III Financial and contractual rules

Annex IV Mandate[s] provided to the coordinator by the other beneficiary [ies]

which form an integral part of the Agreement.

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

The provisions in Annex I 'General Conditions' take precedence over those in other Annexes. The provisions in Annex III take precedence over those in the Annexes II

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

SPECIAL CONDITIONS

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ARTICLE I.1– SUBJECT MATTER OF THE AGREEMENT

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

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

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

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

I.2.2 The Project runs for [**insert number: …] months**, from [insert date: …][2] to [insert date: …].

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

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

I.3.2 The grant takes the form of a lump sum grant for the completion of work packages/activities.

ARTICLE I.4– REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions[3] shall apply:

2 The date must be later than the date of entry into force of the Agreement unless authorised otherwise by the responsible authorising officer, in case the applicant demonstrates the need to start the action before the grant agreement enters into force. In any case the indicated date should not be earlier than the date of the submission of the grant application

3 [*Information for the NA - to delete*] 1. Normal payment schedule for grant agreements of maximum two years included: normally one pre-financing payment of 80% and a balance payment of 20%.

2. Normal payment schedule for grant agreements of **more than two years**: one pre-financing of 40% upon signature of the agreement, one further pre-financing of 40% based on an interim report and a balance payment of 20% of the maximum grant amount.

I.4.1 Payments to be made

The NA must make the following payments to the coordinator:

- a first pre-financing payment;

- [*NA to select if a further pre-financing payment is foreseen*] further pre-financing payment(s), on the basis of the request for further pre-financing payment referred to in Article I.4.3;

- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.4.2 Pre-financing payment[s]

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

[Option if the NA requires a pre-financing guarantee: The first pre-financing payment is done when the NA receives financial guarantee that fulfils the following conditions:

(a) it is provided by a bank or an approved financial institution or, if requested by the coordinator and accepted by the NA, by a third party;

(b) the guarantor stands as first-call guarantor and does not require the NA 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 payment of the balance by the NA. If the 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 coordinator.

The NA must release the guarantee within 30 calendar days after the payment of the balance at the latest.]

[NA to choose between the following options.

[Options if one pre-financing payment:

Option 1: One pre-financing payment in one instalment

The NA must make the pre-financing payment to the coordinator within 30 calendar days following the entry into force of the Agreement [or, if applicable: from when the NA receives

the financial guarantee of EUR […][4]corresponding to 80% [of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

Option 2: One pre-financing payment in two instalments,

[Optional for projects of maximum 2 years duration)].

The NA must pay the first pre-financing to the coordinator in two instalments as follows:

- Within 30 calendar days following the entry into force of the Agreement [or, if applicable: following the receipt of a financial guarantee of EUR […][5]] a first payment of EUR […] corresponding to [NA to set a percentage between 40 and 60%] [40-60]% of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

- By [NA to insert date] a second payment of EUR […] corresponding to [NA to set a percentage between 40 and 20%, which if added up with the percentage set for the first payment should reach 80% of the amount in Article I.3.1] [40-20]% of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

[Option if two or further pre-financing payments:

Option 3: [Two][[Further] pre-financing payments

[*Obligatory for projects of more than two years or optional for any project less than two years in any field based on risk assessment or financial capacity checks]*[6]

The NA must make a first pre-financing payment to the coordinator within 30 calendar days following the entry into force of the Agreement [or, if applicable: from when the NA receives the financial guarantee of EUR […][7]] corresponding to [40%] of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

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

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

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

6 [Obligatory to proceed with two pre-financings if more than two years – possibility to make more pre-financings based on the risk assessment and the financial capacity]

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

[Optional for more than two pre-financings] [The NA must make a [further] pre-financing payment of EUR [insert amount] to the beneficiary within 60 calendar days from when the NA receives the request for [further] pre-financing payment referred to in Article I.4.4 [or if applicable from when it receives the financial guarantee of EUR [insert amount], whichever is the latest except if Article II.24.1 or II.24.2 apply.]

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

[NA to choose between the following options:

Option 1: Two or several pre-financing payments with one or several interim reports.

Applicable for option 3 in I.4.2

By [NA to insert date][8], the coordinator must submit a request for a second pre-financing and an interim report on the implementation of the project covering the reporting period from the beginning of the implementation of the project specified in Article I.2.2 to [date to be specified by NA].

The request must be accompanied by the following documents:

(a) a report on the implementation of the *project*;
(b) a statement on the amount of the previous pre-financing instalment used to cover costs of the project (‘statement on the use of the previous pre-financing instalment’). and
(c) a financial guarantee if any.

If at the end of the reporting period, the statement on the use of the pre-financing shows that less than 70% of previous pre-financing payments paid has been used to cover costs of the project, the further pre-financing shall be reduced by the difference between 70% threshold and the amount used.

Without prejudice to Articles II.24.1 and II.24.2 and following approval of the report by the NA, the NA must pay to the beneficiary the further pre-financing payment within [[60] /[or earlier if required by the rules applicable to the NA: […]] calendar days on receipt of the interim report.

[[Optional for more than two pre-financings]: By [NA to insert date][9], the beneficiary must submit a request [for further] pre-financing payment[s] and an interim report on the

[8] [the coordinator has to be given reasonable period of time in order to complete the interim report after the reporting period ends]

[9] [the beneficiary has to be given reasonable period of time in order to complete the interim report after the reporting period ends]. It is recommended to respect the deadline of 60 calendar days following the end of the reporting period.

implementation of the project covering the reporting period from the beginning of the implementation of the project specified in Article I.2.2 to [date to be specified by NA].

The request must be accompanied by the following documents:

(a) a report on the implementation of the *project*;
(b) a statement on the amount of the previous pre-financing instalment used to cover costs of the projec*t* ('statement on the use of the previous pre-financing instalment'). and
(c) a financial guarantee if any.

If at the end of the reporting period, the statement on the use of the prefinancing shows that less than 70% of previous pre-financing payments paid has been used to cover costs of the project, the further pre-financing shall be reduced by the difference between 70% threshold and the amount used.

Without prejudice to Articles II.24.1 and II.24.2 and following approval of the report by the NA, the NA must pay to the beneficiary the further pre-financing payment within [[60] /[or earlier if required by the rules applicable to the NA: […]] calendar days on receipt of the interim report.]

Option 2: Two pre-financing payments with a progress and one or two interim reports.

If Article I.4.2 option 3 is selected.

By [NA to insert date][10], the coordinator must submit a progress report on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to [date to be specified by NA].

By [NA to insert date] or once at least 70% of the first pre-financing payment has been used to cover costs of the Project, the coordinator must submit a request for second pre-financing and an interim report on the implementation of the Project, covering the reporting period from [NA to insert date of the interim report] to [date to be specified by NA].

If at the end of the reporting period, the statement on the use of the pre-financing shows that less than 70% of previous pre-financing payments paid has been used to cover costs of the project, the further pre-financing shall be reduced by the difference between 70% threshold and the amount used.

[10] [the coordinator has to be given reasonable period of time in order to complete the progress report after the reporting period ends]

Without prejudice to Articles II.24.1 and II.24.2 and following approval of the report by the NA, the NA must pay to the beneficiary the further pre-financing payment within [[60] /[or earlier if required by the rules applicable to the NA: […]] calendar days on receipt of the interim report.

[Optional if several pre-financing

By [NA to insert date][11], the coordinator must submit a request for [third][and][,][fourth][same for further] pre-financing payment[s] and an interim report on the implementation of the Project covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to [date to be specified by NA].

If at the end of the reporting period, the statement on the use of the prefinancing shows that less than 70% of previous pre-financing payments paid has been used to cover costs of the project, the further pre-financing shall be reduced by the difference between 70% threshold and the amount used.

Without prejudice to Articles II.24.1 and II.24.2 and following approval of the report by the NA, the NA must pay to the beneficiary the further pre-financing payment within [[60] /[or earlier if required by the rules applicable to the NA: […]] calendar days on receipt of the interim report.]

Option 3: No further pre-financing payment, no interim but a progress report is requested

If Article I.4.2 options 1 or 2 are selected.
[Optional projects of less than 2 years.]

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

Option 4: No further pre-financing payment, no interim and no progress report.

If Article I.4.2 options 1 or 2 are selected.
Optional for projects of less than 2 years.]

Not applicable.

[11] [the beneficiary has to be given reasonable period of time in order to complete the interim report after the reporting period ends]. It is recommended to respect the deadline of 60 calendar days following the end of the reporting period.

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

Within [60] [or shorter period to be specified by the NA] calendar days after the end date of the Project specified in Article I.2.2, the coordinator must submit a final report on the implementation of the Project using the reporting tools set in Article I.10, and, when applicable, upload all project results in the Erasmus+ Project Results Platform as specified in Article I.11.2. The report must contain the information needed to justify the contribution requested on the basis of lump sum in accordance with Annex III.

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

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

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 beneficiaries for the implementation of the project.

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

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

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

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

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

I.4.6 Notification of amounts due

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

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

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

I.4.7 Payments from the NA to the coordinator and interest on late payment

The NA must make payments to the coordinator.

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

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

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

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

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

I.4.8 Payments from the coordinator to the other beneficiaries

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

I.4.9 Currency for payments

The NA must make payments in euros.

I.4.10 Currency for requests for payments and conversion into euro

Request for payment must be drafted in euros.

I.4.11 Language of requests for payments and reports

All requests for payments and reports must be submitted in [NA to specify the language].

I.4.12 Date of payment

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

I.4.13 Costs of payment transfers

Costs of the payment transfers are borne as follows:

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

ARTICLE I.5– BANK ACCOUNT FOR PAYMENTS

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

Name of bank: […]
Precise denomination of the account holder: […]
Full account number (including bank codes): […]
[IBAN code: […]][12]

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

[12] BIC or SWIFT code applies to for countries where the IBAN code does not apply.

I.6.1 Data controller

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

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

[Only applicable for grant agreements with non-EU/EEA beneficiaries: The localisation of and access to the personal data processed outside EU and EEA by the beneficiaries shall comply with the provisions laid down in Regulation 2018/1725].

I.6.2 Communication details of the NA[13]

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

[Name of the NA]
[Post code, town and country]
E-mail address: [insert functional mailbox of the NA]

[If applicable: Any communication addressed to the NA for the purposes of [NA to specify the purposes for which the system will apply] must be submitted through the [following] electronic exchange system set up by the NA: […]. In this case, the second subparagraph of Article II.3.1 and the second subparagraph of Article II.3.2 must not apply.]

I.6.3 Communication details of the beneficiaries[13]

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

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

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

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

[If applicable: Any communication from the NA to the beneficiaries for the purposes of [NA to specify the purposes for which the system will apply] must be submitted through the [following] electronic exchange system set up by the NA: […]. In this case, the second subparagraph of Article II.3.1 and the second subparagraph of Article II.3.2 must not apply.]

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

I.7.1 Reporting obligations

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

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

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

ARTICLE I.8 – PROTECTION AND SAFETY OF PARTICIPANTS

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

The beneficiaries must ensure that insurance coverage is provided to participants involved in project activities. .

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

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

In addition to the provisions of Article II.9.3, if the beneficiaries produce educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses[14].

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

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

ARTICLE I.10 – USE OF IT TOOLS

I.10.1 Erasmus+ reporting and management tool

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

I.10.2 Erasmus+ Project Results Platform

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

ARTICLE I.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.

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

ARTICLE I.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 – PROVISION OF INCLUSION SUPPORT FOR PARTICIPANTS

The beneficiary will be responsible for ensuring that adequate support is provided to participants with fewer opportunities involved in the project.

ARTICLE I.14 PROVISION ON MONITORING AND EVALUATION

[For HE:

The NA and the Commission monitor the correct implementation of the Erasmus Charter for Higher Education by the beneficiaries.

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

ARTICLE I.15 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES

With reference to Article II.26.2, the financial responsibility of each beneficiary other than the coordinator is limited to the amount received by the beneficiary concerned.

ARTICLE I.XX – BENEFICIARIES LOCATED IN THIRD COUNTRIES NOT ASSOCIATED TO THE PROGRAMME

[For Cooperation Partnerships projects involving one or more participating organisations located in a third country not associated to the programme:

The organisations located in third countries not associated to the Programme commit to respect the same principles as the beneficiaries located in countries associated to the Programme countries regarding the Erasmus Charter for Higher Education, wherever applicable.]

ARTICLE I.XX – YOUTH PASS CERTIFICATE

[For all actions in the Youth field:

I.XX.1 The beneficiaries must inform the participants involved in the Project about their right to receive a Youthpass certificate.

I.XX.2 The beneficiaries should support the participants involved in the Project in an assessment of non-formal learning experiences acquired by them and have the obligation to provide a Youthpass certificate to each individual participant requiring it at the end of the activity.]

ARTICLE I.XX – ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

[The NA may include any additional compulsory legal provision required by the national law as long as they do not contradict the provisions of this grant agreement].

ARTICLE I.XX– SPECIFIC CONDITIONS REGARDING 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.2.2.b (ii), Article II.12.2, and point ii) of Article II.25.3(a).

For the purpose of this Agreement, the terms "affiliated entities", "interim payment", "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 [insert the national law of the NA].

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.

[For NAs that issue acts considered administrative acts according to the national law:]An action may be brought against an act of the NA within [specify deadline according to the national law] before [insert reference to the competent national court] according to [insert reference to the relevant provisions of the national law]."With regards to Article II.19.1, the conditions for the eligibility of costs are complemented by sections I.1 and II.1 of Annex III.

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

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

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

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

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

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

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

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

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

[…]

(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."

SIGNATURES

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

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

For the NA
[forename/surname]

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