



Direktoratet for
internasjonalisering
og kvalitetsutvikling
i høyere utdanning

GRANT AGREEMENT for a:

Project with one beneficiary under the ERASMUS+ Programme¹

AGREEMENT NUMBER – 2019-1-NO01-KA104-060012

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

on the one part,

Full official name:	Diku – Direktoratet for internasjonalisering og kvalitetsutvikling i høyere utdanning
Official address in full:	Postboks 1093, 5809 Bergen

The **National Agency** (hereinafter referred to as "the NA"), represented for the purposes of signature of this Agreement by National Agency Director Siv Andersen, and acting under delegation by the European Commission, hereinafter referred to as "the Commission",

and

on the other part,

"the beneficiary"

Full official name:	Meland kommune
Official address in full:	Havnevegen 41 Postboks 79 5906 Frekhaug
PIC number:	909108348

represented for the purposes of signature of this Agreement by Rådmann Martin Kulild

The parties referred to above

¹ Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC

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 IV Applicable rates

Annex V Templates for agreements to be used between beneficiary and participants

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 other Annexes, except Annex I.

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 **Entreprenørskap, språktrening og arbeidsintegrering for flyktninger** ("the Project") 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.

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 **22 months** starting on 01.06.2019 and finishing on 31.03.2021.

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

- I.3.1 **The maximum amount of the grant is EUR 21 620.**
- I.3.2 In accordance with the estimated budget specified in Annex II and with the eligible costs and the financial rules specified in Annex III, the grant takes the form of:
- a) the reimbursement of eligible costs of the action ('reimbursement of eligible costs') which are:
- (i) actually incurred
 - (ii) declared on the basis of unit costs
 - (iii) reimbursement of costs declared on the basis of lump sum: not applicable
 - (iv) reimbursement of costs declared on the basis of flat-rate: not applicable
 - (v) reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable
- b) unit contribution: not applicable
- c) lump sum contribution: not applicable
- d) flat-rate contribution: not applicable
- e) financing not linked to costs: not applicable

I.3.3 Budget transfers without amendment

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

the condition that the Project is implemented in accordance with the approved project application and overall objectives described in Annex II, and the following specific rules are respected:

- (a) The beneficiary is allowed to transfer up to 100 % of the funds allocated for organisational support to other budget categories;
- (b) The beneficiary is allowed to transfer up to 50 % of the funds allocated for travel, individual support and course fees between these three budget categories.
- (c) The beneficiary is allowed to transfer funds allocated for any budget category to special needs support and exceptional costs covering financial guarantee or expensive travel costs, even if initially no funds were allocated for these categories as specified in Annex II.

ARTICLE I.4 – REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions shall apply:

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 First 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 pay to the beneficiary within 30 days following the entry into force of the Agreement a pre-financing payment of EUR 17 296 corresponding to 80 % of the maximum grant amount specified in Article I.3.1.

I.4.3 Interim reports and further pre-financing payments

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 complete a final report on the implementation of the Project. 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

The NA must make payments to the beneficiary.

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

I.4.8 Language of requests for payments and reports

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

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

Request for payment must be drafted in euro.

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 Currency for payments

The NA must make payments in euro.

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.

I.4.13 Interest on late payment

If the NA does not pay within the time limit for payment, the beneficiary is entitled to late-payment interest. The interest payable is determined according to the provisions laid down in the national law applicable to the Agreement or in the rules of the NA. In the absence of such

provisions, the interest payable is determined according with 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*.

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 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.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.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

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

Name of bank:	DNB
Address of branch:	DNB, PBOX 1600 Sentrum, 0021 OSLO, NORWAY
Precise denomination of the account holder:	MELAND KOMMUNE
Full account number (including bank codes):	1503.18.83722
IBAN code:	IBAN : NO 7015031883722 BIC : DNBANOKKXXX
Reference for identification in the beneficiary's accounting system (max 20 characters):	OBJECT NO : D00366

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

For the purpose of 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

I.6.1 Communication details of the NA

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

Diku
Postboks 1093
5809 Bergen

E-mail address: erasmuspluss@diku.no

I.6.2 Communication details of the beneficiary

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

John Fredrik Wallace
E-mail address: john.fredrik.wallace@meland.kommune.no
Phone number: +4748284872

ARTICLE I.7 – 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.

ARTICLE I.8 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

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

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

ARTICLE I.9 – USE OF IT TOOLS

I.9.1 Mobility Tool+

The beneficiary must make use of the web based Mobility Tool+ to record all information in relation to the activities undertaken under the Project, and to complete and submit the Progress Report, Interim report (if available in Mobility 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 mobility activities.

I.9.2 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.10 – ADDITIONAL PROVISIONS ON SUBCONTRACTING

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

ARTICLE I.11 – ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING

Without prejudice 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 for the beneficiary and other third parties are available at http://eacea.ec.europa.eu/about-eacea/visual-identity_en

ARTICLE I.12 – SUPPORT TO PARTICIPANTS

If, while implementing the Project, the beneficiary has to give support to participants, the beneficiary shall provide such support in accordance with the conditions specified in Annex II and Annex V (if applicable). Under those conditions, the following information must be stated at least:

- (a) the maximum amount of financial support. This amount must not exceed EUR 60 000 for each participant;
- (b) the criteria for determining the exact amount of the support;

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).

- (c) the activities for which the participant may receive support, on the basis of a fixed list;
- (d) the definition of the persons or categories of persons which may receive support
- (e) the criteria for giving the support].

In accordance with the documents provided in Annex V, if applicable, the beneficiary must:

- Either transfer the financial support for the budget categories travel/ individual support/ course fees in full to the participants of mobility activities, applying the rates for unit contributions as specified in Annex IV;
- Or provide the support for the budget categories travel/ individual support/ course fees to participants of mobility activities in the form of provision of the required travel/subsistence/courses. In such case, the beneficiary must ensure that the provision of travel/subsistence/courses 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.13 – SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

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

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

In Article II.4.1, Article II.8.2, Article II.20.3, Article II.27.1, Article II.27.3, the first paragraph of Article II.27.4, first paragraph of Article II.27.8. and in the Article II.27.9 the reference to "the Commission" must be read as reference to "the NA and the Commission".

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

2. For the purposes of this Agreement, the following clauses of Annex I General Conditions are not applicable: Article II.2.d (ii), Article II.12.2, Article II.13.4, Article II.17.2.1 (h), Article II.18.3, Article II.19.2, Article II.19.3, Article II.20.3, Article II.21, point c) of the sixth subparagraph of Article II.25.3, Article II.27.7.

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.

3. Article II.7.1 must be read as follows:

"II.7.1 Processing of personal data by the NA and the Commission

Any personal data included in the Agreement must be processed by the NA and the Commission in accordance with Regulation (EU) No 2018/1725.³

Such data must be processed by the data controller identified in Article I.6.1 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 beneficiaries have the right to access, rectify or erase their 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, they must send any queries about the processing of their personal data to the data controller identified in Article I.6.1.

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

4. 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".

5. 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."

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

³ 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.

II.18.1 The Agreement is governed by Norwegian Law.

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

7. Article II.19.1 must be read as follows:

"The conditions for the eligibility of costs are defined in sections I.1 and II.1 of Annex III."

8. Article II.20.1 must be read as follows:

"The conditions for declaring costs and contributions are defined in section I.2 and II.2 of Annex III."

9. Article II.20.2 must be read as follows:

"The conditions for records and other documentation to support the costs and contributions declared are defined in section I.2 and II.2 of Annex III."

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

"The beneficiary is allowed to adjust the estimated budget set out in Annex II by transfers between the different budget categories, if the *project* is implemented as described in Annex II. This adjustment does not require an amendment of the Agreement as provided for in Article II.13, if the conditions provided for in Article I.3.3 are met."

11. 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."

12. 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".

13. Article II.25.1(b) must be read as follows:

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

- (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, beneficiaries and affiliated entities;

14. The second paragraph of Article II.25.4 must be read as follows:

"The amount of the reduction will be proportionate to the degree to which the *project* has been implemented improperly or to the seriousness of the breach, as provided for in section IV of Annex III."

15. 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) by offsetting it, without the beneficiary's prior consent, against any amounts owed to the beneficiary by the NA ('offsetting');

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

An action may be brought against such offsetting before the competent court determined in Article II.18.2;

- (a) by drawing on the financial guarantee where provided for in accordance with Article I.4.2 ('drawing on the financial guarantee');
- (b) by taking legal action as provided for in Article II.18.2 or in the Special Conditions."

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

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

17. Article II.27.3 must be read as follows:

"The beneficiary must provide any information, including information in electronic format, requested by the NA or 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 NA may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue."

SIGNATURES

For the beneficiary	For the NA
Rådmann	National Agency Director
Martin Kulild	Siv Andersen
Signature: 	Signature:
Done at (place)..... <i>FROKHÅUB</i> (date)..... <i>7/6/19</i>	Done at Bergen, (date).....