

**GRANT AGREEMENT for a:**

**Project with multiple beneficiaries under the ERASMUS+ Programme<sup>1</sup>**

**AGREEMENT NUMBER – 2015-1-SE01-KA201-012267**

Universitets- och högskolerådet  
Governmental authority  
202100-6487  
Box 45093, 104 30 Stockholm  
SE202100648701,

The **National Agency** (hereinafter referred to as "the NA"), represented for the purposes of signature of this Agreement by Acting NA Director, Maria Linna Angestav and acting under delegation by the European Commission, hereinafter referred to as “the Commission”.

on the one part,

**and**

Viksjöforsbaletten

Non-Governmental

886501-0568

Idrottsvägen 8, 828 95 Viksjöfors

SE886501056801

PIC number: 947834531

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by Manager Helena Ehrstrand

and the other beneficiaries as set out in Annex VI,

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<sup>1</sup> REGULATION (EU) No 1288/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

#### HAVE AGREED

to the Special Conditions (hereinafter referred to as “the Special Conditions”) Part I, the General Conditions (hereinafter referred to as “the General Conditions”) Part II and the following Annexes:

Annex I Description of the Project – sections G.1-G.3 of the grant application

Annex II Estimated budget

Annex III Financial and contractual rules

Annex IV Not applicable

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

Annex VI List of other beneficiaries

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the General Conditions, as published on <http://www.utbyten.se/dokument-PAse>

The terms set out in the Special Conditions and in the General Conditions shall take precedence over those set out in the Annexes.

The terms set in Annex III shall take precedence over those set out in the other Annexes.

The terms set in Annex II shall take precedence over those set in Annex I.

## **PART I - SPECIAL CONDITIONS**

### **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 **ARTinED online: A new approach to education using the arts** ("the Project") under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, as described in Annex I.

**I.1.2** With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the Project, acting on their own responsibility.

### **ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION**

**I.2.1** The Agreement shall enter into force on the date on which the last party signs.

**I.2.2** The Project shall run between 01/09/2015 and 31/08/2018 both inclusive.

### **ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT**

#### **I.3.1 Maximum grant awarded**

The grant shall be of a **maximum amount of EUR 279 964** and shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:

- (a) eligible costs as specified in Article II.16;
- (b) estimated budget as specified in Annex II;
- (c) financial rules as specified in Annex III.

#### **I.3.2 Budget transfers without amendment**

Without prejudice to Article II.11 beneficiaries are allowed to adjust the estimated budget set out in Annex II, by transfers between the different budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.11 provided that the following rules are respected:

- (a) The beneficiaries are allowed to transfer up to 20% of the funds allocated for Project management and implementation, Transnational Project Meetings, Intellectual Outputs, Multiplier Events, Learning/teaching/training activities and Exceptional

costs to any other budget category with the exception of the budget categories Project management and implementation and Exceptional costs.

- (b) Any budget transfer shall result in an increase of maximum 20% of the amount awarded to that budget category as specified in Annex II.
- (c) The beneficiaries are allowed to transfer funds allocated for any budget category to the budget category Special needs support, even if no funds are allocated for Special needs support as specified in Annex II. In such case the maximum increase of 20% of the budget category Special needs support shall not apply.
- (d) By derogation to point (a) of the present Article, the beneficiaries are allowed to transfer funds allocated for any budget category except Special needs support to the budget category Exceptional costs in order to contribute to the costs of a financial guarantee in so far as required by the NA in Article I.4.1 and even if no funds are allocated for Exceptional costs as specified in Annex II. In such case the maximum increase of 20% of the budget category Exceptional costs shall not apply.

## **ARTICLE I.4 –REPORTING AND PAYMENT ARRANGEMENTS**

The following reporting and payment provisions shall apply:

### **I.4.1 First pre-financing payment**

The pre-financing is intended to provide the beneficiaries with a float.

The NA shall pay to the coordinator within 30 days following the entry into force of the Agreement a first pre-financing payment of EUR 111 986 corresponding to 40% of the maximum grant amount specified in Article I.3.1.

### **I.4.2 Interim reports and further pre-financing payments**

By 30/09/2016, the coordinator shall complete a progress report on the implementation of the Project in Mobility Tool+ (if available), covering the reporting period from the beginning of the implementation of the Project specified in Article I.2.2 to 31/08/2016.

By 28/02/2017 or once at least 70% of the first pre-financing payment has been used to cover costs of the Project, the coordinator shall complete an interim report on the implementation of the Project in Mobility Tool+ (if available), covering the reporting period from 01/09/2016 to 31/01/2017.

In so far as the interim report demonstrates that the coordinator has used at least 70% of the amount of first pre-financing payment, the interim report shall be considered as a request for

a further pre-financing payment and shall specify the amount requested up to EUR 111 986 corresponding to 40% of the total maximum amount specified in Article I.3.1.

Where the interim report shows that less than 70% of the first pre-financing payment paid has been used to cover costs of the Project the coordinator shall submit a further interim report once at least 70 % of the amount of first pre-financing payment has been used, which shall be considered as a request for a further pre-financing payment and shall specify the amount requested EUR 111 986 corresponding to 40% of the maximum amount specified in Article I.3.1.

Without prejudice to Articles II.17.2 and II.17.3 and following approval of the report by the NA, the NA shall pay to the coordinator the further pre-financing payment within 60 calendar days on receipt of the interim report completed in Mobility Tool+ (if available).

### **I.4.3 Final report and request for payment of the balance**

Within 60 days after the end date of the Project specified in Article I.2.2, the coordinator shall complete a final report in Mobility Tool+ on the implementation of the Project, and upload all project results in VALOR as specified in article I.10.2. The report must contain the information needed to justify the contribution requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contribution or the eligible costs actually incurred in accordance with Article II.16 and Annex III.

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

The coordinator shall certify that the information provided in the request for payment of the balance is full, reliable and true. It shall 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.20.

### **I.4.4 Payment of the balance**

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article I.2.2 the remaining part of the eligible costs incurred by the beneficiaries for its implementation.

Without prejudice to Articles II.17.2 and II.17.3, on receipt of the documents referred to in the final report, the NA shall pay the amount due as the balance within 60 calendar days.

This amount shall be determined following approval of the final report and in accordance with the fourth subparagraph. Approval of the final report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article II.18, the total amount of pre-financing and interim payments already made. Where the total amount of earlier payments is greater than

the final amount of the grant determined in accordance with Article II.18, the payment of the balance may take the form of a recovery as provided for by Article II.19.

#### **I.4.5 Non – submission of documents**

Where the coordinator has failed to submit an interim report due or final report accompanied by the documents referred to above, the NA shall send a formal reminder within 15 calendar days of the deadline. If the coordinator still fails to submit such a request within 30 calendar days following this reminder, the NA reserves the right to terminate the Agreement in accordance with Article II.15.2.1(b), and request the reimbursement of the full amount of pre-financing payments in accordance with Article II.19.

#### **I.4.6 Language of requests for payments and reports**

The coordinator shall submit all requests for payments and reports in English.

#### **I.4.7 Conversion of costs incurred in another currency into euro**

By way of derogation to Article II.17.6, any conversion into euro of costs incurred in other currencies shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website<sup>2</sup> applicable on the day when the bank account of the beneficiary is credited with the first pre-financing payment.

If Article I.4.2 provides for a second or more pre-financing payments, the conversion rate shall apply for all costs incurred in the period from the date of transfer of the related pre-financing payment until the date of transfer of the next pre-financing payment.

### **ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS**

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

Name of bank: Swedbank

Address of branch: Långgatan 15, 828 31 Edsbyn

Precise denomination of the account holder: Viksjöforsbaletten

BIC/SWIFT: SWEDSESS

IBAN code: SE76 8000 0000 0778 3121 5808

### **ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES**

#### **I.6.1 Data controller**

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<sup>2</sup> [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)

The entity acting as a data controller according to Article II.6 shall be:

The Swedish Data Protection Authority

### **I.6.2 Communication details of the NA**

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

Universitets- och högskolerådet  
Box 45093  
104 30 Stockholm

E-mail adress: erasmusplus@uhr.se

### **I.6.3 Communication details of the beneficiaries**

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

*Viksjöforsbaletten*

*Idrottsvägen 8, 828 95 Viksjöfors*

*E-mail address: hogatan15@hotmail.com*

## **ARTICLE I.7 –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 shall ensure that insurance coverage is provided to participants involved in mobility activities abroad.

## **ARTICLE I.8 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**I.8.1** The Agreement is governed by Swedish law.

**I.8.2** The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the NA and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

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

In addition to the provision of Article II.8.3, if the beneficiaries produce educational materials under the scope of the Project, such materials shall be made available through the Internet, free of charge and under open licenses<sup>3</sup>.

## **ARTICLE I.10 – USE OF IT TOOLS**

### **I.10.1 Mobility Tool+**

The coordinator is required to make use of the web based Mobility Tool to record all information in relation to the mobility activities undertaken under the Project, including activities with a zero grant from EU funds and to complete and submit the Progress Report, Interim report (if available in Mobility Tool+) and Final reports.

### **I.10.2 VALOR – Dissemination Platform**

The coordinator shall input the deliverables of the Project in VALOR, the programme Dissemination Platform on the website <http://ec.europa.eu/programmes/erasmus-plus/projects/>, in accordance with the instructions provided therein.

The approval of the final report will be subject to the upload of the Project deliverables in VALOR by the time of its submission

## **ARTICLE I.11 – ADDITIONAL PROVISIONS ON SUBCONTRACTING**

By way of derogation to the provisions set out in Article II.10, the beneficiaries shall not subcontract any activities funded from the budget category Intellectual outputs.

By way of derogation, the provisions set out in points (c) and (d) of Article II.10.2 shall not apply to any of the budget categories except Exceptional costs.

## **ARTICLE I.12 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES**

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<sup>3</sup>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 financial responsibility of each beneficiary other than the coordinator shall be limited to the amount received by the beneficiary concerned.

### **ARTICLE I.13 - NOT APPLICABLE PROVISIONS FROM THE GENERAL CONDITIONS**

The following provisions of Part II - General Conditions of this Agreement shall not apply II.16.2.1-II.16.2.4, II.16.2.6, II.16.4.1-II.16.4.3 and II.16.4.5.

### **ARTICLE I.14 - SUPPORT TO PARTICIPANTS**

Where the implementation of the Project requires giving support to participants, the beneficiaries shall give such support in accordance with the conditions specified in Annex I and Annex IV (if applicable), which shall at least contain:

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

*The beneficiaries shall:*

- Either transfer the financial support for the budget categories travel/individual support/linguistic support in full to the participants of Transnational learning/teaching/training activities, applying the rates for unit contributions as specified in Annex III;
- Or provide the support for the budget categories travel/individual support/ linguistic support to participants of Transnational learning/teaching/training activities in the form of provision of the required travel, subsistence and linguistic support services. In such case, the beneficiaries shall ensure that the provision of travel, subsistence and linguistic support services will meet the necessary quality and safety standards.

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

### **ARTICLE I.15 –PARENTAL/GUARDIAN CONSENT**

The beneficiary shall obtain the Parental/Guardian consent for participants of minor age prior to their participation in any mobility activity.

**SIGNATURES**

For the coordinator  
*Manager*

*Helena Ehrstrand*

For the NA  
Maria Linna Angestav

signature

signature

Done at .....

Done at Stockholm

..... (date)

..... (date)