



EUROPEAN COMMISSION
Education, Audiovisual and Culture Executive Agency

Department A : Erasmus+, EU Solidarity Corps
Erasmus + A3 : Erasmus Mundus, Sport

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES
UNDER THE ERASMUS+ PROGRAMME

Support for Collaborative Partnerships in the field of Sport

AGREEMENT NUMBER — 622594-EPP-1-2020-1-SK-SPO-SCP

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

on the one part,

The **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as "the Agency"), acting under powers delegated by the European Commission (hereinafter referred to as "the Commission") represented for the purposes of signature of this Agreement by Mr DI FONZO Luciano, Authorising Officer by Sub-delegation - Erasmus Mundus, Sport,

and

on the other part,

I, 'the coordinator'

PRESOVSKA UNIVERZITA V PRESOVE,

UL 17 NOVEMBRA 15,
SK - 080 01 PRESOV,

VAT NUMBER: SK2020980082

represented for the purposes of signature of the Agreement by Peter Kónya

and the following other beneficiaries:

ORGANIZATION NAME	COUNTRY
FUNDACJA INSTYTUTU MATKI I DZIECKA	PL
NACIONALNI INSTITUT ZA JAVNO ZDRAVJE	SI
SPORTNA UNIJA SLOVENIJE - ZVEZA DRUSTEV ZA SPORTNO REKREACIJO IN SPORTNO VZGOJO	SI
UNIVERZITA PALACKEHO V OLOMOUCI	CZ

UNIVERZITA PAVLA JOZEFA SAFARIKA V KOSICIACH	SK
URHO KEKKOSEN KUNTOINSTITUUTTISAATIO	FI
ZNANSTVENO-RAZISKOVALNO SREDISCE KOPER	SI

duly represented for the signature of the Agreement by the coordinator by virtue of the mandates included in Annex IV

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

Whereas the Commission has taken a Decision C(2017)6864 of 17/10/2017 and decision C(2016)5719, amending Commission Decision C(2013)8550 authorizing the use of lump sum, reimbursement on the basis of unit costs and flat rates financing 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 of the action
- Annex IV Mandates provided to the coordinator by the other beneficiaries
- Annex V Model technical report
- Annex VI Model financial statement
- Annex VII Model terms of reference for the certificate on the financial statements: not applicable
- Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
- Annex IX 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 **Physical activity-related injuries prevention in adolescents**, as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the *action*, 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 *action* runs *as of* 01/01/2021 ("the starting date of the action") and ends on 31/12/2023.

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

I.3.1 The *maximum amount of the grant* is EUR 399,992.00.

I.3.2 The grant takes **the form of**:

(a) the reimbursement of **80%** of the eligible costs of the *action* with a maximum of EUR 50,000 ("reimbursement of eligible costs"), which are:

(i) actually incurred ("reimbursement of actual costs") for the following category of costs:

- "Exceptional costs" as indicated in Annex III

(ii) reimbursement of unit costs: not applicable

(iii) reimbursement of lump sum costs: not applicable

(iv) reimbursement of flat-rate costs: not applicable

(v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable;

(b) A unit contribution to cover the following categories of eligible costs for each of the beneficiaries and affiliated entities as indicated in Annex III:

- **Project management and implementation**
- **Transnational project meetings**
- **Intellectual outputs**
- **Multiplier sport events**

(c) lump sum contribution: not applicable;

(d) flat-rate contribution: not applicable;

(e) Financing not linked to costs: not applicable.

ARTICLE I.4 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

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

- Reporting period 1: from month 1 to the end 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 coordinator 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 V, 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 each beneficiary and its affiliated entities.

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 VI 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 each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the

revenue generated by the *action* referred to in Article II.25.3 for each beneficiary and its affiliated entities, other than non-profit organisations.

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

(d) other supporting documents:

- (i) for the part of the grant which, in accordance with Article I.3.2(a)(i), takes the form of the reimbursement of actual costs, the request for payment of the balance shall be accompanied by a list of supporting documents as set out in Annex VI and in accordance with the requirements laid down in the call for proposals/applicant's guidelines for each grant for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3.2(a)(i) is less than or equal to EUR 60.000;
- (ii) for the part of the grant which, in accordance with Article I.3.2(b), takes the form of a unit contribution, the request for payment of the balance shall be accompanied by a list of supporting documents as set out in Annex VI justifying the final determination of the scale of unit costs.

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

The coordinator 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 coordinator must certify that all the revenues generated by the action referred to in Article II.25.3 have been declared for each beneficiary [and the affiliated entities, other than non-profit organisations].

L.4.5 Information on cumulative expenditure incurred

Not applicable.

L.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.

Beneficiaries and affiliated entities 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.

Beneficiaries and affiliated entities 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, French or German.

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Agency must make the following payments to the coordinator:

- 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 beneficiaries 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 coordinator within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

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 contribution indicated for that beneficiary, in the estimated budget in Annex III.

I.5.5 Notification of amounts due

The Agency 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 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 beneficiaries are 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 all beneficiaries are Member States 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 coordinator only if the coordinator 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 coordinator

The Agency must make payments to the coordinator.

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

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

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

Name of bank: STATNA POKLADNICA

Precise denomination of the account holder: BU E SPORT 2020 PARIPRE

Full account number (including bank codes):

IBAN code: SK4181800000007000463832

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
DI FONZO Luciano
Unit A3 – Erasmus Mundus, Sport
Office J-59 – 01/034
Avenue du Bourget, 1
1049 Brussels
BELGIUM
Email address: EACEA-SPORT@ec.europa.eu

I.7.3 Communication details of the beneficiaries

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

PRESOVSKA UNIVERZITA V PRESOVE

UL 17 NOVEMBRA 15,

SK - 080 01 PRESOV

Email address: peter.konya@unipo.sk

ARTICLE 1.8 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article II.9.3, whereby the Agency and/or the Union acquires rights to use the results of the action, these results may be exploited using any of the following modes:

- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;]
- (c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (g) prepare derivative works of the results of the action;
- (h) translate, insert subtitles in, dub the results of the action in:
 - all official languages of EU
- (i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out in Article II.9.3 of the General Conditions and in points above.

The beneficiaries must ensure that the Agency and/or the Union has the rights of use specified in the General Conditions and in points above for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE 1.9 — SPECIAL PROVISIONS ON BUDGET TRANSFERS

As an exception to the first subparagraph of Article II.22, budget transfers are not allowed between budget categories of actual costs and budget categories of unit contribution or between budget categories of unit contribution.

ARTICLE 1.10 – 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 beneficiaries must follow the instructions available on the following website: https://eacea.ec.europa.eu/about-eacea/visual-identity_en

2. The beneficiaries 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.11 — 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 co-ordinator 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 co-ordinator 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 co-ordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article 12), and access to all results, as and when they become available.
- (b) update the project summary in accordance with the instructions provided in Annex V
- (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.12 – MEETINGS BETWEEN AGENCY AND BENEFICIARIES

Representatives of the coordinator (or other beneficiaries if required) 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.13 – 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.14 — SETTLEMENT OF DISPUTES WITH NON-EU BENEFICIARIES

This provision applies where a 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 coordinator

For the Agency

[function/forename/surname]

DI FONZO Luciano

