



KA1 – Contractual Requirements

Project Management Webinar



Leargas.Ireland



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Your grant agreement



- ▶ Ensures the smooth running of projects
- ▶ Sets out the role and responsibilities of the Beneficiary, consortium members (where applicable) and the National Agency
- ▶ Clarifies what projects are to do and when
- ▶ Confirms conditions and changes being a result of the contracting process

Your grant agreement



The Grant Agreement is split into several sections and annexes including:

Grant agreement <u>Special Conditions</u>	<u>Annex I</u> General Conditions	<u>Addendum</u> to the grant agreement – virtual activities	<u>Annex II</u> Description of the Project, estimated budget of the project	<u>Annex III</u> Financial & Contract. Rules	<u>Annex IV</u> Applicable rates	<u>Annex V</u> Mandates (only for consortium projects)	<u>Annex VI</u> Templates for grant agreements between participants and beneficiary
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Special Conditions



- ▶ **Note your project's timeframes (Art. 1.2)**
 - ▶ all of your planned activities must take place between your project's start and end date
 - ▶ Project timeframes \neq project activity dates

- ▶ **Note your awarded grant and conditions for it's eligibility (Art. 1.3)**
 - ▶ Might be different from the amount you originally applied for
 - ▶ Cannot be increased in any circumstances

- ▶ **Ensure you are familiar with budget transfers (Art. 1.3.3)**
 - ▶ This was/will be covered in detail during PMD

Special Conditions



- ▶ **Note your payment arrangements (Art. I.4)**
 - ▶ 70% paid upfront + up to 30% after the receipt & evaluation of the Final Report
 - ▶ Some projects might have a different payment schedule, e.g. 35% - 35% - 30%
 - ▶ Final payment/refund

- ▶ **Note your reporting requirements and deadlines (Art. I.4)**
 - ▶ Final Report – compulsory for all projects
 - ▶ Interim Report – applicable to some projects only
 - ▶ Participants reports

Special Conditions



► Final Report Requirements (Art. I.4.4)

- Compulsory for all projects
- Beneficiary has 60 days from the end date of the project to submit it
- Submitted via Mobility+ Tool
- Includes both financial and qualitative information on the implementation of the project
- FR submission = beneficiary's request for final payment
- Evaluated against quality criteria in line with the approved project and scored up to 100 points
 - **Grant reductions may apply to the final grant amount for organisational support in case of poor, partial or late implementation of the project if the final report score is below 50!!! (see Annex III for details)**

Special Conditions



► Interim Report Requirements (Art. I.4.3)

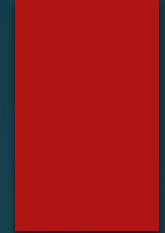
- Relevant to selected projects only
- Aim:
 - to report on the progress of the project's implementation over a defined period of time (Art. I.4.3)
 - to request a further pre-financing payment.
 - Further pre-financing payment dependant on:
 - positive evaluation of the IR;
 - project expenditure representing at least 70% of the first payment received from the NA
- Format: Word document
- Traffic lights evaluation
- Feedback and recommendations (both quality and financial) provided to the beneficiary following the evaluation

Special Conditions



- ▶ **Note your project's bank details (Art. 1.5)**
 - ▶ Article moved to after art. 1.13
 - ▶ Inform us about any changes to your project's bank account
 - ▶ In case of changes, a new Financial Identification Form will need to be provided
 - ▶ Signed by your organisation's legal representative
 - ▶ Accompanied by a copy of the bank statement OR signed also by the bank representative
 - ▶ Change of bank details requires a formal amendment to your grant agreement

Special/General Conditions



Be compliant with processing of personal data requirements & communication details (Art. I.6, II.3 & II.7.1)

- ▶ Specifies who data controller is for the purposes of the project (Head of Unit B4)
- ▶ Provides communication details of the NA and beneficiaries
- ▶ Specifies communication means and their format
- ▶ Data processing to be in accordance with Regulation (EU) No. 2018/1725
- ▶ Highlights rights of beneficiaries to access, rectify or erase their own personal data as well as their rights to restrict data portability or to object to data processing.

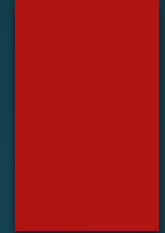
Special Conditions



Ensure protection, safety (Art. I.7) and provide support to participants (Art. I.12)

- ▶ **Implement effective procedures and arrangements to provide for the safety and protections of participants including, among others:**
 - ▶ Health and safety environment
 - ▶ Risk assessment on receiving organisations, accommodation, travel arrangements and any other areas you deem appropriate
 - ▶ Safeguarding measures (particularly where vulnerable participants are involved)
- ▶ **Ensure provision of insurance coverage to participants**
 - ▶ Against the risks linked to participants' involvement in mobility activities
 - ▶ Erasmus+ does not define a unique format of insurance
- ▶ **Provide financial support to participants – 3 options exist:**
 - ▶ Direct transfer of applicable unit costs for travel/Individual Support/Linguistic Support/Course Fees to participants
 - ▶ Provision of travel /Individual support /linguistic support/ course fees by the beneficiary
 - ▶ The combination of the two above

Special Conditions



Become familiar with Erasmus+ IT Tools (Art. I.9)

► **Mobility+ Tool**

- Use: obligatory and regular
- Purpose:
 - Record all your activities and expenditure (in unit cost)
 - Monitor progress of your project and spending of the funds
 - Submit Final Report

► **Erasmus+ Results Platform**

- A good way to disseminate your project's results and progress
- Not compulsory for KA1 projects
- Available @ <http://ec.europa.eu/programmes/erasmus-plus/projects/>

Special/General Conditions



Acknowledge the support of Erasmus+ Programme/EU (Art. I.11 & Art. II.8)

- ▶ Any communication or publication made by the beneficiary that relates to the action, including at conferences, seminars or in any information or promotional materials must:
 - ▶ indicate that the action has received funding from the Union;
 - ▶ display the European Union emblem;
 - ▶ Indicate that it reflects only the author's view;
 - ▶ Indicate that the Commission is not responsible for any use that may be made of the information it contains
- ▶ Guidelines are available: http://eacea.ec.europa.eu/about-eacea/visual-identity_en

Annex I - General Conditions

- ▶ **Know the terminology (Art. II.1)**
- ▶ **Know your roles and obligations (Art. II.2)**
- ▶ **Know the requirements for official communication (Art. II.3)**
 - ▶ Between beneficiaries and Partners
 - ▶ Between you and the National Agency

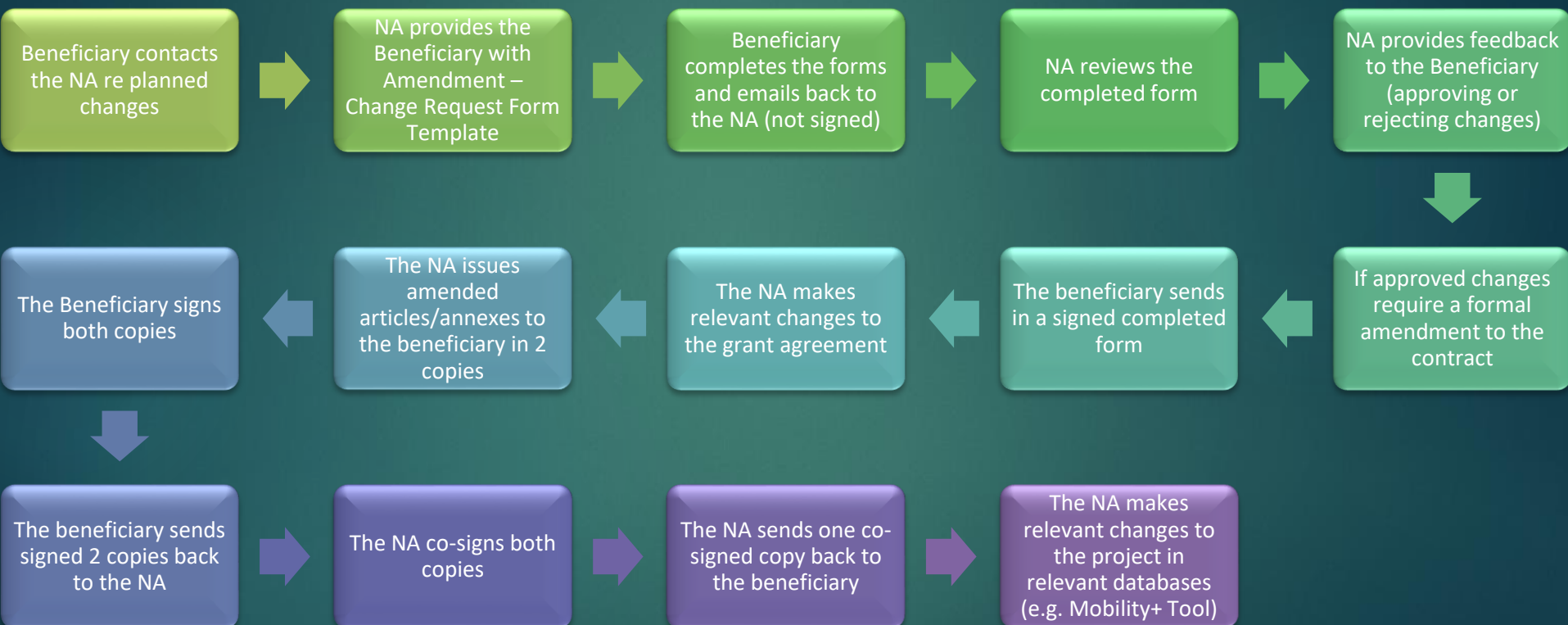
Annex I - General Conditions

► Amendments to the grant agreements (Art. II.13)

- Made directly to NA
- Duly justified
- Sought in writing by the Coordinator
- Sought before the relevant activity takes place and at least one month before the end date of the project (unless otherwise agreed with the NA)
- Accompanied by relevant supporting documentation
- Comes into force on the date on which the last party signs or on the date of approval of the request for amendment
- Any unforeseen circumstances impacting on the project should be highlighted to the NA as force majeure might apply (art. II.15)

Annex I - General Conditions

Amendments to the grant agreements – NA's process



Annex I - General Conditions

Changes requiring a formal amendment to the grant agreement always:

- ▶ Change of the legal representative
- ▶ Change to the duration of the project
- ▶ Adding a consortium member
- ▶ Change of bank details
- ▶ Change of the legal status and address of the beneficiary
- ▶ Some budget changes

Annex I - General Conditions

Amendments to the grant agreements – extension requests due to COVID-19

- ▶ Please follow the process outlined on Leargas' website @ <https://www.leargas.ie/covid-19/>
- ▶ One signature approval of extension requests is issued to beneficiaries

Annex I - General Conditions

► Force Majeure (Art. II.15)

- 'Unforeseeable exceptional situation or events beyond the participant's control and not attributable to error or negligence on his/her part'
- Duly justified
- Always sought in writing by the Coordinator
- Accompanied by relevant supporting documentation

► Coronavirus and Force Majeure

- To incur costs at this uncertain stage of Coronavirus may no longer be deemed to be force majeure
- Before booking travel/accommodation/any other project activities please check the relevant government guidance and support channels

Annex I - General Conditions

Note conditions for:

- ▶ Suspension of the project's implementation (Art. II.16)
- ▶ Termination of the grant agreement (Art. II.17)

The project/ grant agreement can be suspended or terminated at any point by Coordinator or NA in duly justified cases

Formal notification always required

Important – communicate all problems, issues you experience during the project!!!

Annex I - General Conditions

Read carefully Part B of this Annex, in particular:

- ▶ Eligible activities and expenses (art II.19)
- ▶ Declaring costs and contributions (art II.20.1)
- ▶ Suspension of payments and time limit for payments (art II.24)
- ▶ Calculation of the final grant amount and possible grant reductions (art II.25)
- ▶ Non-compliance with reporting obligations (art II.23)
- ▶ Recovery process (art. II.26)
- ▶ An overview of the types of checks that the beneficiaries may be subject to (art II.27)
- ▶ Duty to keep documents (art II.27.2)

Addendum to the grant agreement

- ▶ **Integral part of any 2020 Erasmus+ and ESC grant agreement**
- ▶ **Background:** the Commission recognised significant barriers in delivery of project activities during COVID-19 and proposed flexible measures to assist projects including:
 - ▶ Delaying planned physical activities
 - ▶ Extending project's duration
 - ▶ Carrying out planned physical activities virtually
- ▶ **The Addendum responds to this third measure – virtual activities:**
 - ▶ Covers additional financial and contractual rules applicable only to projects organising virtual activities due to COVID-19
 - ▶ Signatures of the legal representative of the beneficiary and Léargas Executive Director required

Addendum to the grant agreement

Process:

- ▶ Addendum is signed on the receipt of the grant agreement
- ▶ Carrying out an internal risk assessment is recommended to the beneficiaries
- ▶ If a decision is made to carry out a virtual activity, the beneficiary completes the **Virtual Activities Request Form**
 - ▶ Reviewed by the NA
 - ▶ NA communicates their approval (or lack therein) to the beneficiary
 - ▶ Virtual activities can ONLY be carried out upon the approval from the NA
 - ▶ A formal amendment to the grant agreement may be required

Annex II - Description of the Project, estimated budget of the project

Do not forget that the application form is an integral part of your contract!

Grant headings for KA101 and KA104

- Travel
- Exceptional Costs for Expensive Travel Costs
- Individual Support
- Organisational Support
- Course Fees
- Special Needs Support
- Exceptional Costs

Grant headings for KA102 and KA116

- Travel
- Exceptional Costs for Expensive Travel Costs
- Individual Support
- Organisational Support
- Linguistic Support
- Special Needs Support
- Exceptional Costs

Annex III – Financial and Contractual Rules (for physical activities/mobilities)

Very important document covering the following:

- ▶ Rules for the use of unit costs, triggering events and evidence required
- ▶ Rules for the use of real/actual costs, triggering events and evidence required
- ▶ Conditions of eligibility of project activities
- ▶ Conditions for grant reduction for poor, partial or late implementation of the project
- ▶ Checks of grant beneficiaries and provisions of supporting documents
 - ▶ Desk Check
 - ▶ On The Spot Check During
 - ▶ System Checks

Annex IV - Rates

Know rates applicable for different grant headings and unit costs:

- ▶ Travel
- ▶ Individual Support
- ▶ Organisational Support
- ▶ Linguistic Support
- ▶ Course Fees

Annex V – Mandates*

- ▶ Only for consortium projects
- ▶ Individual for each consortium partner
- ▶ Signed by the legal representatives of both parties as specified in the application (unless changed)

Annex VI – Templates for agreements between the beneficiary and staff members *(compulsory)*

Erasmus+ VET Staff Mobility Agreement

- Individual for each staff member
- Includes the following:
 - details of the staff member,
 - details of the proposed programme abroad,
- Signed and dated by the participant, sending and receiving organisation

Grant agreement for Erasmus+ staff mobility for teaching and training

- Individual for each staff member
- Includes the following:
 - Details of the staff member
 - Details of the planned mobility including duration, financial arrangements, payment arrangements, participants' obligations (incl. completion of an online survey)
- Signed and dated by the participant and sending organisation

Erasmus+ Quality Commitment

- Individual for each staff member
- Lists obligations of:
 - Sending organisation
 - hosting organisation
 - Each staff member
- Signed and dated by the participant, sending and receiving organisation

Annex VI – Templates for agreements between the beneficiary and learners *(compulsory)*

Erasmus+ VET Learning Agreement

- Individual for each learner
- Includes the following:
 - details of the learner,
 - details of the proposed programme abroad,
- Signed and dated by the participant, sending and receiving organisation

ECVET Learning Agreement

- Only for projects using ECVET
- Individual for each learner
- Includes the following:
 - Details of the learners
 - Details of the proposed programme abroad
- Signed and dated by the learner, sending and receiving organisations

Grant agreement for VET Traineeships

- Individual for each learner
- Includes the following:
 - Details of the learner
 - Details of the planned mobility including duration, financial arrangements, payment arrangements, participants' obligations (incl. completion of an online survey)
- Signed and dated by the participant and sending organisation

Erasmus+ VET Quality Commitment

- Individual for each learner
- Lists obligations of:
 - Sending organisation
 - hosting organisation
 - Each learner
- Signed and dated by the learner, sending and receiving organisation

ECVET Memorandum of Understanding

- Only for projects using ECVET)
- Outlines framework of cooperation between involved organisations (sending and receiving)

This presentation is also available as a pre-recorded session here:

<https://youtu.be/kBN47LQdBuQ>



Thank you for your attention!

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