



Key Action 1 – School & Adult Education Contractual Rules

31st May 2017



Erasmus+



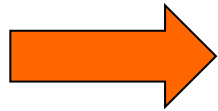
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The purpose of your contract



Ensures the smooth running of projects



Sets out the role and responsibilities of the Coordinator, the Beneficiaries (partners) and the National Agency



Clarifies what projects are to do and when



Confirms conditions and changes agreed during the contracting process

The content of your contract

Legally binding document between you and the National Agency which includes;

- Project description
- Payment arrangements including bank account details
- Reporting requirements
- Role and obligations of Coordinator, the project partners and the NA
- Communication arrangements
- Amendments to the grant agreement
- Conditions for suspension and/or termination of contract
- Financial Provisions including information on Primary Checks
- Publicity and Visibility
- Annexes I-V

Things to note about your contract

Read your contract carefully



- **Note the start and end date of your contract (Art. 1.2.2)**
 - Project activities can only take place between these dates
 - Project duration \neq project activities
- **Check the grant awarded (Art. 1.3.1)**
- **Be clear on where the grant was reduced and why (Annex II) if applicable**
- **Note the payment schedule for your project (Art. 1.4)**
- e.g. 65% paid upfront + up to 35% after the receipt & evaluation of the Final Report

Things to note about your contract

Read your contract carefully



- **Note the bank details (Art. 1.5)**
 - Inform about any changes to your bank account at any stage of your project

- **Note the reporting deadlines (Art. 1.4)**
 - **Final Report required - To be submitted within 60 calendar days after the end date of the project (Art 1.2.2)**
 - **In any case: inform about any potential delays**
 - **The Final Report cannot be submitted before the end date of the project**

Reporting requirements

Final Report



- All project coordinators are required to submit a **final report** (art. I.4.4) through the **Mobility+ Tool** which will include both financial and qualitative information (art. I.9.1)
- The NA will issue the **relevant link** providing access to Mobility Tool to you
- This is also a **request for final balance payment** for the project
- The final report is evaluated against quality criteria in line with the approved project and scored up to 100 points
 - **Grant reductions might apply to the final grant amount for organisational support in case of poor, partial or late implementation of the project!!! (Annex 3 - IV)**

Things to note about your contract

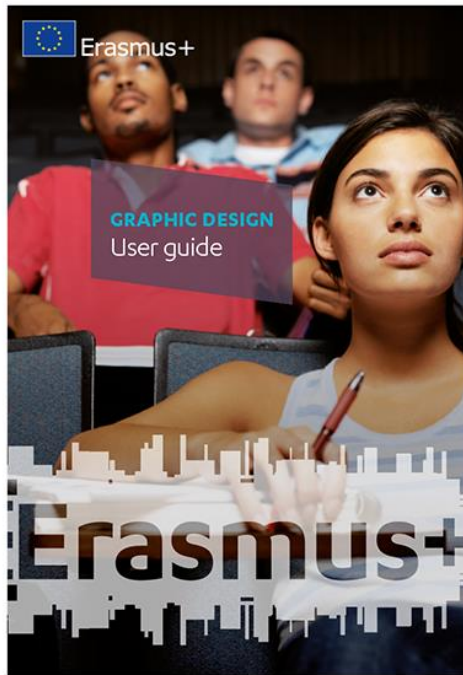
The Obligations and Role of the Beneficiary

- Jointly responsible for carrying out the project in line with the terms and conditions of the grant agreement
- Responsible for complying with any legal obligations set in the Agreement
- Will make appropriate internal arrangements to ensure proper implementation of the project
- Immediately inform the NA of any change in its legal, financial, technical, organisational or ownership, e.g. changes to the name, address, bank details or legal representative and/or any events likely to affect or delay the implementation of the project
- Will submit on time to the NA the following:
 - Financial data required for reporting
 - All necessary data required for checks, evaluation and monitoring
 - Any other documentation/information requested by the NA



The role of the Beneficiary

Publicity 9 (Art II.8)



- Acknowledgement of funding received from the EU
- Use of EU emblem and Erasmus+ logo
- Disclaimer excluding the NA and the EC responsibility
- Guidelines for visual identity exist

The role of the Beneficiary

Dissemination of Results



- Beneficiary may use Erasmus+ Projects Results Platform (Art 1.9.2) to disseminate project results
- Available at <http://ec.europa.eu/programmes/erasmus-plus/projects/>

The role of the National Agency



- Project content and financial queries
- Monitoring
- Grant amendments
- Review reports in a timely manner
- Pay instalments of funding within 60 days of receipt of reports
- Suspend the review period if documents/information is not submitted
- Suspend any pre-financing payments if the agreement is not fulfilled
- Terminate the agreement

Amendments to the contract



Annex 1 - Article. II.13

- Duly justified
- Always sought in writing by the Coordinator
- Before the relevant activity takes place (but at least one month before the end date of the project unless otherwise agreed with the NA)
- Comes into force on the date on which the last party signs or on the date of approval of the request for amendment
- **All planned changes should be highlighted to the NA in advance**
- **Any unforeseen circumstances impacting on the project should be highlighted to the NA as force majeure might apply (Art. II.15)**

Suspension & Termination

The Agreement can be suspended or terminated at any point by Coordinator or NA in duly justified cases – check **Annex 1 Article. II.16 and II.17 of the contract for details**

Formal notification always required

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



Reference Documents

- **Grant Agreement (GA) Annexes:**
 - **Annex I** – General Conditions
 - **Annex II** – Description of the project; Estimated Budget
 - **Annex III** – Financial and Contractual Rules
 - **Annex IV** –Applicable rates
 - **Annex V** – Templates for agreements documents to be used between beneficiary and participants
- **2017 Erasmus+ Programme Guide**

Financial Provisions



Annex I – General Conditions

Part A – Legal and Administrative Provisions

Part B - Financial Provisions:

Very important section as it contains all information regarding:

- Eligible activities and expenses (art II.19)
- Declaring costs and contributions (art II.20)
- Budget Transfers (art II. 22)
- Non compliance with reporting obligations (art II.23)
- Suspension of payments and time limit for payments (art II.24)
- Calculation of the final grant amount and possible grant reductions (art II.25)
- An overview of the types of checks that the beneficiaries may be subject to (art II.27)

Financial Provisions

Annex II – Estimated Budget and list of other beneficiaries

- **Please note that the Application form, as approved following the evaluation phase, is an integral part of this Annex and in consequence – your grant agreement!!!**

Financial Provisions

Annex III – Financial and Contractual Rules

Very important section as it contains all information regarding:

- I. Rules applicable to budget categories based on unit costs
- II. Rules applicable to budget categories based on actual costs
- III. Conditions of eligibility of project activities
- IV. Rules and conditions for grant reduction for poor, partial or late implementation
- VI. Checks of grant beneficiaries and provisions of supporting documents

Financial Provisions

Annex IV – Templates for agreements

Can used between beneficiary and participants:

- Annex II.7-C-Annex-Erasmus+- School Education Staff Mobility Agreement – 2017
- Annex II. 8 – E&T except HE Partner countries- Grant agreement- Teaching and training –2017
- Annex II. 9 – School Education Quality commitment Staff mobility – 2017

Items to Note:

- Erasmus+ grant will not / might not cover all costs
- The grant is intended to be a contribution towards the costs of project implementation and mobility activities

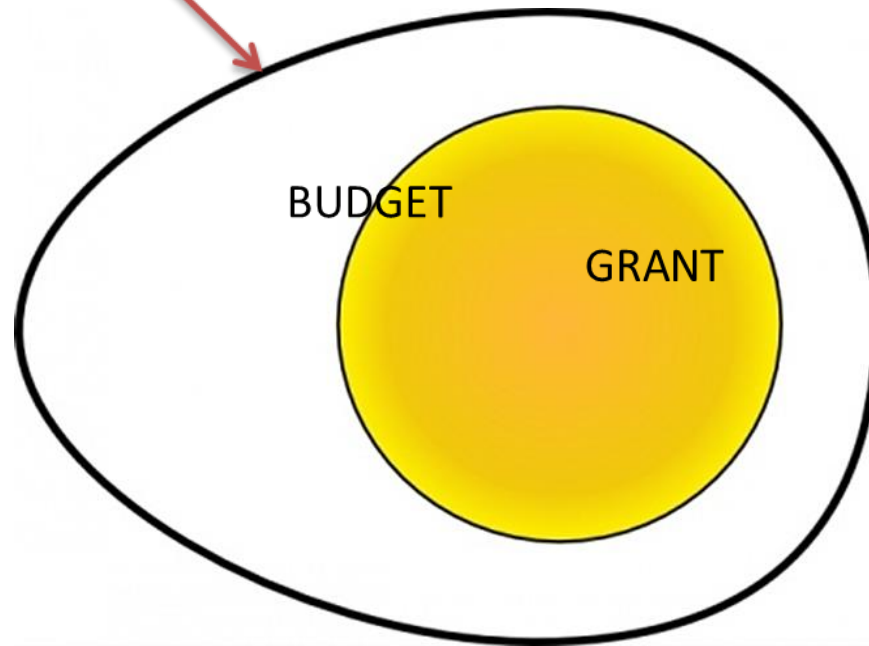


grant calculation in the application \neq total project cost

- **Erasmus+ grant:**
 - Should be used to deliver projects
 - **Cannot** fund the running of an organisation

Items to Note continued.....

Beneficiary's Budget:
Own funding (white)
Grant (yolk)



Items to Note continued....

Eligibility of Expenses – Eligible Costs

- Incurred by the beneficiary and relevant eligible participants
- Incurred during the project lifetime
- Indicated in Annex II (or eligible following budget transfers)
- Necessary for the project implementation
- Identifiable and verifiable = supported by relevant documentation

Items to Note continued...

Monitoring:

- **Telephone/ Desk monitoring** (Progress & Quality)
- **In-Situ Monitoring Visit** (Progress & Quality)
- **Final Report** (Financial & Quality)
- **Desk Checks** (Financial & Eligibility)
- **On the Spot Check During** (Financial & Eligibility)
- **System Checks** (Accounting & Financial)



Items to Note continued...

Qualitative Monitoring

- **Project progress is in line with the original approved application/ activity timeline**
- **Project management**
- **Quality of project activities** such as teaching assignments, staff training including participation in courses abroad or job shadowing/observation periods
- **Challenges / areas for improvement**
- **Areas of innovation/ good practice**
- **Future plans / sustainability/ visibility/ dissemination**



Items to Note continued....



Financial Monitoring:

- The financial management is in line with the rules and regulations as set out in the contract
- Verification that the required financial systems are in place
- Supporting original documentation is available for all financial expenditure
- Evidence that activities have taken place
- To check the relevance and eligibility of the activity and the participants

Good Luck

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