

**Identification data of the Agreement**

Financial Agreement number:			
Project number	Project duration	Beginning of the project	The end of the project

**The Beneficiary/Project Coordinator**

Full legal name of the organization		Country
Street and number of the premises	Postal code	City
Taxpayer's Identification Number	Number in the Official Register of Entities of the National Economy	

**Bank details**

Account owner			
Bank name			
Full account number (IBAN)	Account Currency	SWIFT (BIC) Code	

Grant awarded (EUR)	1 <sup>st</sup> payment	2 <sup>nd</sup> payment
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NA's staff member responsible for the preparation of this Agreement is:... phone:..., mail:...

**Confirmation of the above data by the legal representative of the beneficiary:**

I, the undersigned confirm the identification data of the Agreement presented above, forming Annex number 0 (page 0 of the Agreement) which constitute an integral part of this Agreement.

Name, surname and function of the legal representative of the beneficiary	
Signature	

**GRANT AGREEMENT for a:**  
**Project under the ERASMUS+ Programme<sup>1</sup>**  
**AGREEMENT NUMBER – [...]**

**concluded between:**

**The Foundation for the Development of the Education System – Erasmus + National Agency** seated in Warsaw, Al. Jerozolimskie 142A, KRS 000024777, TIN 526-10-00-645, hereinafter referred to as the **NA**, represented by its legal representatives indicated in the Statute of the Foundation for the Development of the Education System, acting under delegation by the European Commission, hereinafter referred to as “the Commission”,

**and**

on the other part,

**“the beneficiary”**

Full official name: [...]

Address: [...]

Post code and locality: [...]

TIN (Tax Payer’s Identification Number): [...]

Official registration No (if applicable): [...]

Erasmus code: [...]

Represented for the purpose of signature of this Agreement by: [name, surname, function]

The parties have agreed the **Special and General Conditions** and **Annexes listed below:**

- Annex 0 Identification data of the agreement (“page zero”)
- Annex I General Conditions published on <http://erasmusplus.org.pl/dokumenty/>
- Annex II Description of the Project; Estimated budget of the project
- Annex III Financial and contractual rules published on <http://erasmusplus.org.pl/dokumenty/>
- Annex IV Applicable rates published on <http://erasmusplus.org.pl/dokumenty/>
- Annex V Templates for agreements to be used between beneficiary and participants published on <http://erasmusplus.org.pl/dokumenty/>
- Annex VI Sample confirmation of funds receipt available in document system <http://erasmusplus.org.pl/dokumenty/>

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<sup>1</sup> 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

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 [KA107] ("the Project") under the Erasmus+ Programme, 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.
- I.1.3 The beneficiary will comply with the Erasmus Charter for Higher Education.

## **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 [...] months starting on [insert date: ...] and finishing on [insert date: ...].

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

- I.3.1 **The maximum amount of the grant is EUR [...]**
- I.3.2 The grant takes the form of unit contributions and reimbursement of eligible costs actually incurred, in accordance with the following provisions:
- (a) eligible costs as specified in Annex III;
  - (b) estimated budget as specified in Annex II;
  - (c) financial rules as specified in Annex III.

### **I.3.3 Budget transfers without amendment**

Without prejudice to Article II.13, the ceilings mentioned for each budget category in Annex IV and the related activities described 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.13 provided that the following rules are respected:

- (a) The beneficiary is allowed to transfer up to 50% of the funds allocated for organisational support to individual support and travel for student and/or staff mobility.
- (b) The beneficiary is allowed to transfer up to 100% of funds allocated for individual support to travel support, and vice versa. This is possible both within and between study and staff mobility as long as they continue being used for cooperation with the same Partner Country.
- (c) The beneficiary is allowed to transfer up to 100% of the funds allocated for travel and individual support for staff mobility to travel and individual support for student mobility taking place with the same Partner Country, and vice versa.

- (d) The beneficiary is allowed to transfer up to 100% of the funds allocated for travel and individual support for staff mobility for teaching to travel and individual support for staff mobility for training taking place with the same Partner Country, and vice versa.
- (e) The beneficiary is not allowed to transfer budget allocations between Partner Countries. Within a Partner Country the beneficiary may modify the direction of mobility flows as long as the type of mobility is eligible with the specific Partner Country. All these changes considered together may not exceed 40% of the total project budget allocated in Annex II, without a formal amendment.]

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

### ***I.4.1 Payments to be made***

The NA must make the following payments to the beneficiary:

- a) a first pre-financing payment;
- b) further pre-financing payment(s), on the basis of the request for further pre-financing payment referred to in Article I.4.3;
- c) the balance payment, on the basis of the request for payment of the balance referred to in Article I.4.4.

### ***I.4.2 Pre-financing payments/Reimbursed 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.

[Option if the NA requires a pre-financing guarantee: The first pre-financing payment is done when the NA receives financial guarantee that fulfils the following conditions:

- (a) it is provided by a bank or an approved financial institution or, if requested by the beneficiary and accepted by the NA, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the NA to first have recourse against the principal debtor (i.e. the beneficiary); and
- (c) it explicitly remains in force until the pre-financing is cleared against payment of the balance by the NA. If the payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to the beneficiary.

The NA must release the guarantee within the following month.

#### ***Option 1 – Pre-financing payment 80%+20%***

Within 30 days following the entry into force of the Agreement [or, if applicable: following the receipt of a financial guarantee] a first payment of EUR [...] corresponding to **80%** of the maximum grant amount specified in Article I.3.1;

A second payment of EUR [...] corresponding **20%** of the maximum grant amount specified in Article I.3.1 must be transferred upon acceptance of the interim report by the NA.

**Option 2 – Pre-financing payments (40%+40%+20%)**

Within 30 days following the entry into force of the Agreement [or, if applicable: following the receipt of a financial guarantee] a first payment of EUR [...] corresponding to **40%** of the maximum grant amount specified in Article I.3.1;

A second payment of EUR [...] corresponding **40%** of the maximum grant amount specified in Article I.3.1 must be transferred upon acceptance of the interim report by the NA.

A third payment of EUR [...] corresponding **20%** of the maximum grant amount specified in Article I.3.1 must be transferred upon acceptance of the interim report by the NA.

**Option 3 – Reimbursed payment**

The condition for each reimbursement of costs will be the submission by the beneficiary and approval by the NA of the interim report in the Mobility Tool + system, intended for standard financial agreements. In the case of guaranteed contracts in the form of reimbursed payments, an additional condition for reimbursement of costs will be the submission by the beneficiary and approval by the NA of an additional interim report for this type of financial agreements together with the request of reimbursed payment in the amount consistent with the payment schedule in Art. I.4.2 or/and rules regarding the determination by the NA of the amount of reimbursements covered in art. I.4.3. The template and instructions for preparing and submitting this last report will be available in the document system <https://online.frse.org.pl>

If the Mobility Tool + system is not working for any reason, thus preventing the submission of the required report, the current interim report releasing the reimbursed payment will be the last one in the sentence above.

Immediately after the restoration of the Mobility Tool + system for proper operation, the beneficiary will be required to complete the interim report specified in the first sentence of this article in the above system.

The first payment of EUR [...], corresponding **40%** of the maximum grant amount specified in art. I.3.1 of Agreement, in the form of a reimbursement of the eligible costs of the Agreement incurred by the beneficiary, will be paid after submission of the interim report.

The second payment of EUR [...], corresponding **40%** of the maximum grant amount specified in art. I.3.1 of Agreement, in the form of a reimbursement of the eligible costs of the Agreement incurred by the beneficiary, will be paid after submission of the interim report.

The third payment of EUR [...], corresponding **20%** of the maximum grant amount specified in art. I.3.1 of Agreement, in the form of a reimbursement of the eligible costs of the Agreement incurred by the beneficiary, will be paid after submission of the interim report.

Pre-financing/reimbursed payments will be paid on the condition that the NA obtains funds from the European Commission for this purpose.



#### ***1.4.3 Interim reports and further pre-financing payments/ conditions for the transfer of refunded payments***

The beneficiary will be able to receive further pre-financing / reimbursement on the basis of separate interim reports submitted together with the request for payment from those set out below, but on the terms and conditions of the latter.

By 2018-06-30 the beneficiary must complete an interim report on the implementation of the project covering the reporting period from the beginning of the implementation of the project specified in Article I.2.2 to the date of the submission of the interim report.

If the Mobility Tool + system is not working for any reason, thus preventing the submission of the required report, the current interim report, (1) informative - on the implementation of activities and releasing another pre-financing payment (containing the request for payment) or (2) informative - on the implementation of activities (without request for payment), will be the one drawn up in the appropriate form provided in the document system: <https://online.frse.org.pl>

In so far as the interim report demonstrates that the beneficiary has used at least 70% of the amount of first pre-financing payment, the interim report must be considered as a request for a further pre-financing payment and must specify the amount of pre-financing payment specified in Article I.4.2.

In so far as the interim report demonstrates that less than 70% of the appropriate pre-financing payment paid has been used to cover costs of the project, the beneficiary will be able to receive next pre-financing payment provided that a subsequent interim report documenting the incurrence of at least 70% of the amount of the payment referred to in art. I.4.2;

Without prejudice to Articles II.24.1 and II.24.2 and following approval of the report by the NA, the NA must pay to the beneficiary next payment within 60 calendar days on receipt of the interim report.

Where the interim report shows that the beneficiary will not be able to use the maximum grant amount as specified in Article I.3.1 within the contractual period defined in Article I.2.2, the NA will issue an amendment reducing the maximum grant amount accordingly and, in case the reduced maximum grant amount is less than the amount of pre-financing transferred to the beneficiary until that date, recover the excess amount of pre-financing from the beneficiary in accordance with Article II.26.

#### ***1.4.4 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.

#### ***1.4.5 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 will depend on the approval of the final payment request (balance) and accompanying documents. Approval of the final report will not mean recognition of the correctness or authenticity, completeness and correctness of the declarations and information contained therein.

NA reserves the right to deduct from the amount of the final payment (balance), without the prior consent of the beneficiary, any amounts due to the NA from the beneficiary, up to the maximum amount of the pre-financing.

#### ***1.4.6 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.

#### ***1.4.7 Payments to the beneficiary***

The NA must make payments to the beneficiary.

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

#### ***1.4.8 Language of requests for payments and reports***

All requests for payments and reports must be submitted in Polish language.

#### ***1.4.9 Currency for requests for payments and conversion into euro***

Request for payment must be drafted in EUR.

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 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), applicable on the day of signing the Agreement by the last of its two parties.

#### ***I.4.10 Currency for payments***

The NA must make payments in EUR

#### ***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 limits 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 payments 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:

Account owner	
Bank name	

Full account number (IBAN)	Account Currency	SWIFT (BIC) Code
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## **ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES**

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

The entity acting as a data controller according to Article II.7 is the NA.

### ***I.6.2 Communication details of the NA<sup>2</sup>***

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

Fundacja Rozwoju Systemu Edukacji,  
Al. Jerozolimskie 142 A  
02-305 Warszawa, Polska  
*E-mail address: [he@erasmusplus.org.pl]*

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

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

*[Full name]*  
*[Function]*  
*[Name of the entity]*  
*[Full official address]*  
*E-mail address: [complete]*

All correspondence addressed to the beneficiary will be provided in the form specified in the Agreement. In cases not covered by the provisions of the Agreement, NA reserves the right to indicate to the beneficiary the appropriate form of correspondence as required by it. The beneficiary will be obliged to comply with NA requirements in this respect.

## **ARTICLE I.7 - PROTECTION AND SAFETY OF PARTICIPANTS**

The beneficiary must 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 abroad.

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

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<sup>2</sup> Both options in this paragraph could be used at the same time if communications for different purposes (e.g. reporting, amendment requests, questions) are to be addressed either through the following address or through the electronic exchange system. In this case, please use the expression "for the purposes of" in both options. If only one of the options is used, please delete "for the purposes of".

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 licenses<sup>3</sup>.

## **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, 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 for the cases specified in article I.4.3) and Final report.

The beneficiary must report in Mobility Tool+ on the start and end date, the place of origin and the place of the venue for each mobility activity realised under the project.

At least once a month during the mobility project, the beneficiary must 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 must acknowledge the support received under the Erasmus + programme in all communication and promotional material. The guidelines for the beneficiary and other third parties are available at [http://eacea.ec.europa.eu/about-eacea/visual-identity\\_en](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 must give 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:

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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).

- (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;
- (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 beneficiary must manage the entire budget for mobility between Programme and Partner Countries including all associated costs with incoming and outgoing student and staff mobility.

If the participant receives other financial support than Erasmus+ EU funds, information regarding this support may be included in the participant's grant agreement according to the instructions provided in the template of the grant agreement to be signed with the participant.]

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 in full to the participants of mobility activities, applying the rates for unit contributions as specified in Annex IV;
- Or, for staff mobility: provide the support for the budget categories travel/individual support in the form of provision of the required travel/subsistence; and for student mobility: provide the support for the budget category travel. In such case, the beneficiary must ensure that the provision 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- MODIFICATIONS TO THE GRANT AGREEMENT WITHOUT AMENDMENT**

The beneficiary may modify the grant agreement without requesting an amendment, in the following situations:

- (a) The funding for a given set of mobility flows with a Partner Country is granted for a given number of participants and is specified in Annex II. The beneficiary is free to set the duration of mobilities, as long as the minimum and maximum durations set out in the Programme Guide, and any possible secondary criteria published by the NA, are respected.
- (b) Within a given set of mobility flows with a Partner Country, the beneficiary may organise mobilities for a different number of participants than specified in Annex II, provided that the minimum and maximum durations set out in the Programme Guide, and any possible secondary criteria published by the NA, are respected.

#### **ARTICLE I.14– ADDITIONAL PROVISION ON MONITORING AND EVALUATION**

The NA and the Commission will monitor the correct implementation of the Erasmus Charter for Higher Education by the beneficiary and the respect of the quality commitments defined in their applicable inter-institutional agreement(s).

In case the monitoring reveals weaknesses, the beneficiary must establish and implement an action plan within the timeframe specified by the NA or the Commission. In the absence of adequate and timely remedial actions by the beneficiary, the NA may recommend to the European Commission to suspend or withdraw the Erasmus Charter for Higher Education in accordance with the provisions set in the Charter.]

#### **ARTICLE I.15– ONLINE LINGUISTIC SUPPORT (OLS)**

Not applicable.

#### **ARTICLE I.16– ADDITIONAL CONDITIONS REQUIRED BY NATIONAL LAW**

Not applicable.

#### **ARTICLE I.17– BENEFICIARIES WHO ARE INTERNATIONAL ORGANISATIONS**

Not applicable.

#### **ARTICLE I.18– 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 and Article II.27.9, the first paragraph of Article II.27.4, first paragraph of Article II.27.8 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 according to the provisions laid down in the national law.*

*Any personal data stored on the IT Tools provided by the European Commission must be processed by the NA pursuant to Regulation (EC) No 45/2001<sup>4</sup>.*

*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, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of national law applicable to the Agreement.*

*The beneficiary has the right to access and correct their own personal data. 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.*

*Any personal data included in the Agreement must be processed by the Commission in accordance with Regulation (EC) No 45/2001.*

*The beneficiary 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. The first paragraph of Article II.13.5 must be read as follows:

*Changes to the Agreement enter into force on the date of its signature by the last of the Parties.*

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

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<sup>4</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.



*II.18.1 The Agreement is governed by Polish 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.*

8. 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.*

9. 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.*

10. 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.*

11. 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.*

12. 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.*

13. 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.*

14. Article II.25.1 must be read as follows:

*II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the unit contributions*

*This step is applied as follows:*

*(a) If, as provided for in Article I.3.2 (a), the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in section II.2 of Annex III is applied to the eligible costs of the project approved by the NA for the corresponding categories of costs and beneficiary.;*

*(b) If, as provided for in Article I.3.2 (b), the grant takes the form of a unit contribution, the unit contribution specified in Annex IV is multiplied by the actual number of units approved by the NA for the beneficiary.*

*If Article I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added together.*

15. 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.*

16. 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;*

*(b) by drawing on the financial guarantee where provided for in accordance with Article I.4.2 ('drawing on the financial guarantee');*

*(c) by taking legal action as provided for in Article II.18.2 or in the Special Conditions.*

17. 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.*

18. 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

[*function*/forename/surname]

For the NA

[forename/surname]

[signature]

Done at [place], [date]

[signature]

Done at [place], [date]