

GRANT AGREEMENT for a:

Project with multiple beneficiaries under the ERASMUS+ Programme

AGREEMENT NUMBER – 2015-1-UK01-KA201-013732

British Council

Incorporated by Royal Charter and registered as a charity

Number 209131 in England & Wales; number SC037733 in Scotland

10 Spring Gardens, London, SW1A 2BN

VAT No GB 238767421,

The **National Agency** (hereinafter referred to as "the NA"), represented for the purposes of signature of this Agreement by Director, Erasmus+ UK National Agency, Ruth Sinclair-Jones, and acting under delegation by the European Commission, hereinafter referred to as "the Commission".

on the one part,

and

John Donne Primary School

Woods Road, London, SE15 2SW, United Kingdom

Legal form: Not Provided

Registration number: 8791046

VAT: Not Provided

PIC: 943400952

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by Head Evelyn Holdsworth and the other beneficiaries as set out in Annex VI,

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 – section D of the grant application
- Annex II Estimated budget
- Annex III Financial and contractual rules
- Annex V Mandates provided to the coordinator by the other beneficiaries
- Annex VI List of other beneficiaries
- Annex VII Bank Details

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 www.erasmusplus.org.uk/erasmus-grants.

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 Pupil Health & Well-Being - An Education Priority 4 Europe's Schools ("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 **31/08/2017** both inclusive.

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF GRANT

I.3.1 Maximum grant awarded

The grant shall be of a **maximum amount of €175926** 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 and provided that the Project is implemented as described in Annex I, 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 **€123148.2** corresponding to 70% of the maximum grant amount specified in Article I.3.1.

I.4.2 Interim reports and further pre-financing payments

Not applicable.

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(c), 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 website¹ applicable on the day when the bank account of the beneficiary is credited with the first pre-financing payment.

¹ http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

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 in Annex VII.

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.6 shall be: Katya Launder, British Council Information Systems Manager.

I.6.2 Communication details of the NA

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

Erasmus+ National Agency
British Council Wales
1 Kingsway
Cardiff
CF10 3AQ
E-mail address: erasmusplus.applications@britishcouncil.org

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:

Chris Souvlis
International Links Manager
John Donne Primary School
Woods Road, London, SE15 2SW, United Kingdom
csouvlis@johndonne.southwark.sch.uk

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 the law of England and Wales.

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.

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

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.16.2.2, II.16.2.3, II.16.2.4, II.16.2.6, II.16.4.1, II.16.4.2, II.16.4.3, 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 €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 and individual 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 and individual 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.

ARTICLE I.16 - ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

I.16.1 Data Protection

All personal data contained in the agreement shall be processed in accordance with:

- national legislation by the NA, in particular the UK Data Protection Act 1998;
- in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data.

The beneficiary may lodge a complaint against the processing of his/her personal data with the Information Commissioners Office (ICO) with regard to the use of these data by the NA, or to the European Data Protection Supervisor with regard to the use of the data by the Commission.

The beneficiary shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against actual loss or destruction or, or damage to personal data, having regard to the state of technological developments and the cost of implementing any measures, and the measures must ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data.

I.16.2 Equal Opportunities

The Beneficiaries shall ensure that they do not, in delivering the Project under this Agreement, discriminate within the meaning of the Equality Legislation.

The Beneficiaries shall comply with any equal opportunities or diversity policies or guidelines included in the NA or Commissions Requirements.

I.16.3 Protection of Children and Vulnerable Adults

The beneficiary warrants that, in relation to all activities in connection with the Project where project activity is taking place in England or Wales, it will comply with all legislation and statutory guidance relevant at any time to the

safeguarding and protection of children and vulnerable adults (including without limitation, the Children Act 1989 and the UN Convention on the Rights of the Child), as may be amended from time to time. Equivalent provisions in equivalent legislation in locations other than England and Wales shall apply in those locations.

The beneficiaries acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006, and any regulations made thereunder, as amended from time to time (the “**SVGA**”), and where the location is England or Wales, it is the “**Regulated Activity Provider**” in respect of any “**Regulated Activity**” (both as defined in the SVGA) carried out in connection with the Project and that it will comply in all respects with the SVGA and any regulations or orders made thereunder. Equivalent provisions in equivalent legislation applicable in locations other than England and Wales shall apply in those locations.

The beneficiary shall ensure that it (and that any individual engaged by it to carry out Regulated Activity in connection with the Project) is subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (DBS) including a check against the adult’s barred list or the children’s barred list, as appropriate or a valid local equivalent e.g. police certificate if the individual engaged is outside England or Wales. Where applicable, the Beneficiary shall monitor the level and validity of the checks under this clause I.17.4 for each member of staff or other individual engaged by it to carry out Regulated Activity in connection with the Project.

The beneficiary warrants that at all times whilst this Agreement is in force, it has not, and has no reason to believe that any person who is or will be employed or engaged by the Beneficiary in connection with the Project, is barred from carrying out such employment or engagement.

The beneficiary shall immediately notify British Council of any information that British Council reasonably requests to enable British Council to be satisfied that the obligations of this clause have been met.

The beneficiary shall refer information about any person employed or engaged by it to carry out Regulated Activity in connection with the Project to the Independent Safeguarding Authority (ISA) where it removed permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity), because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.

The beneficiary shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

I.16.4 Health and Safety

The beneficiary shall take all necessary measures to comply with the requirements of the Health and Safety at work Act 1974 (or any equivalent legislation in any applicable jurisdiction) and any other acts, orders, regulations and codes of practice (including, without limitation, any approved codes of practice) relating to health and safety, which may apply to the performance of this Agreement.

SIGNATURES

For the beneficiary
Head
Evelyn Holdsworth

For the National Agency

[signature]
Location

[signature]
Location

Date

Date