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# GREENER GREEN

## A2 Contract with partnerships

April 2022

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## Financing agreement

Cooperation partnership project with multiple beneficiaries within the ERASMUS + 1 Program

**Contract ID –2021-1-ES01-KA220-SCH-000032687**

This Agreement (hereinafter referred to as "the Agreement") is concluded between the following parties: on the one hand,

Full official name of the Coordinator: **BLUE ROOM INNOVATION SL**

Official legal form: SME

Full official address: Gran Via Carles III, 98 planta 10, 08028 Barcelona

code / Unique registration code: **ESB55237689**

OID: **E10185524**,

Having a bank account in EURO:

Exact name of account holder: **BLUE ROOM INNOVATION SL**

Name of the bank: **BBVA**

IBAN code of the bank account: **ES87 0182 2770 9202 0172 3861**

SWIFT code: **BBVAESMM**

hereinafter referred to as "Coordinator", represented for the signing of this Agreement by the **Executive Director, Denisa GIBOVIC**

and on the other hand,

Full official name of the Beneficiary 2: **Aintek Symvouloi Epicheiriseon Efarmoges Ypsilis Technologias Ekpaidefsi Anonymi Etaireia, acronym IDEC SA**

Fiscal registration code / Unique registration code: **044500807000**

OID: **E10199796**

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
Contract ID: **2021-1-ES01-KA220-SCH-000032687**



Having a bank account in EURO:

Exact name of account holder: **IDEC SA**

Name of the bank: **ALPHA BANK GREECE**

IBAN code of the bank account: **GR2201402530253002002002467**

SWIFT code: **CRBAGRAAXX**

hereinafter referred to as "**Beneficiary 2**", represented for the signing of this Agreement by the **Managing Director, Metaxia (Xenia) Chronopoulou**

#### **THEY AGREED ON**

Special Conditions (hereinafter referred to as the "Special Conditions") and the following annexes:

**Annex I General Conditions** (hereinafter referred to as the "General Conditions") published on [www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido](http://www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido)

**Annex II Project description;** Estimated project budget; List of others beneficiary

**Annex III Financial and contractual rules** published on [www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido](http://www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido)

**Annex V Mandates** given to the Coordinator by the other Beneficiaries which are an integral part of the Contract.

**The provisions set out in the Special Conditions shall prevail over those set out in the Annexes.**

**The provisions set out in Annex I "General Conditions" shall prevail over those in the other Annexes. The provisions set out in Annex III shall prevail over those in Annexes II, IV.**

**In Annex II, the section on the Estimated Budget takes precedence over the section on Project Description.**

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## ARTICLE I.1 –SUBJECT OF THE CONTRACT

I.1.1 AN Spain has decided to provide funding, in accordance with the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Contract, for the development of the Project entitled **GREENER GREEN SCHOOLS (Developing sustainability practices in primary schools)** (hereinafter referred to as "the Project") under the Erasmus + Program, Key Action 2 – Cooperation Partnership, as described in Annex II.

I.1.2. By signing the Contract, all parts (Coordinator and Beneficiary no 2) accept the funding and agree to carry out the Project, assuming full responsibility for its implementation.

## ARTICLE I.2 – ENTRY INTO FORCE OF THE CONTRACT AND ITS DURATION

**I.2.1** The contract shall enter into force on the date of its signature by the last of them two parts.

**I.2.2** The project will run for a period of 24 months, starting on 01.02.2022 and ending on 31.01.2024.

## ARTICLE I.3 –MAXIMUM AMOUNT AND FORM OF FINANCING

**I.3.1** Funding will be in the maximum amount of 53.963,00 EUR.

**I.3.2** For the estimated budget specified in Annex II and the eligible costs and financial rules specified in Annex III, the grant shall take the form of:

- a) reimbursement of eligible project costs ("reimbursement of eligible costs") Which are: actually made

declared on the basis of unit costs

reimbursement of costs declared on the basis of a lump sum

## ARTICLE I.4 – PROVISIONS REGARDING REPORTING AND METHODS OF PAYMENT

The following reporting and payment provisions apply:

### I.4.1 Payments to be made

The Coordinator will make the following payments to the Beneficiary no 2:

- payment of the first tranche (pre-financing/ 30%)/from 16.188,00 EUR.
- payment of the second tranche (pre-financing/ 30%); from 16.188,00 EUR
- payment of the second tranche (pre-final financing according justified/ 20%); from 10.792,60 EUR
- payment of the balance, made on the basis of the request provided for in Article I.4.4.

### I.4.2 Interim reports and subsequent installments (pre-financing)

By 01.01.2023, the Beneficiary no 2 must complete an interim report on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project, referred to in Article I.2.2 to 30.01.2023.

By 30.01.2024, the Beneficiary no 2 must complete a second interim report on the implementation of the Project, covering the reporting period from 01.02.2023 until 31.01.2024.

If the interim reports shows that Beneficiary no 2 will not be able to use the maximum amount of funding specified in Article I.3.1 during the contractual period referred to in Article I.2.2, the Coordinator in collaboration with AN Spain will issue an additional act reducing accordingly, the maximum amount of funding and, if the reduced amount of funding is less than the advance transferred by that date by the Coordinator, the Coordinator will recover the difference from the Beneficiary no 2, in accordance with the provisions of Article II.26 of the General Conditions.

### **1.4.3 The final report and the request for payment of the balance**

Within 60 calendar days of the end date of the Project referred to in Article I.2.2, the Beneficiary no 2 shall send all information to the Coordinator in order complete a final report on the implementation of the Project and upload all project results to the Erasmus + Project Results Platform, in accordance with the provisions of Article I.11.2. The report shall contain the information necessary to justify the amount claimed on the basis of unit costs, if the grant takes the form of reimbursement of unit costs, lump sum or eligible costs actually incurred, in accordance with the provisions of Annex III.

The final report is considered to be the Coordinator's request for payment of the balance.

The final report is considered to be the Coordinator's request for payment of the balance. Beneficiary No 2 must certify that the information provided in the financial report is complete, correct and true. He must also certify that all costs incurred can be considered eligible under the Contract and that all costs are supported by appropriate supporting documents, which will be presented in the context of the controls or audits provided for in Article II.27 of the General Conditions.

### **1.4.4 Payment of the balance**

The payment of the balance is intended to reimburse or cover the remaining part of the eligible costs incurred by Beneficiary no. 2 for the implementation of the Project.

The NA Spain determines the amount of the balance by subtracting the total amount of the advance already paid from the final amount of the grant established in accordance with Article II.25 of the General Conditions.

If the total amount of previous payments is greater than the final amount of the grant determined in accordance with Article II.25, the balance shall take the form of a recovery as provided for in Article

II.26 of the General Conditions.



If the total amount of previous payments is less than the final amount of the grant determined in accordance with Article II.25, the NA shall pay the amount to the Coordinator and the Coordinator to the Beneficiary no 2 - due as a balance within 90 calendar days of receipt of the documents referred to in Article I.4.4 , unless Article II.24.1 or II.24.2 of the General Conditions.

Payment is subject to the approval of the final report and the documents attached to it. Their approval does not imply recognition of the conformity or authenticity, completeness and correctness of the statements and information contained therein.

The amount to be paid may be offset, without the consent of Beneficiary No. 2, by any other amount due by the beneficiary to ERASMUS + Programs, up to the maximum amount of funding related to Beneficiary No. 2 - mentioned in the estimated budget in Annex II.

#### **I.4.5. Notification of amounts due**

AN Spain must send an official notification to the Coordinator and the coordinator of Beneficiary No. 2:

- a) by which to inform him on the amount due; and
- b) specifying whether it refers to the payment of a second tranche or the payment of the balance.

**In case of payment of the balance, the Coordinator will also specify the final amount of the grant established in accordance with Article II.25 of the General Conditions**

#### **I.4.6 Currency for payments**

The coordinator will make payments in euros.

#### **I.4.7 Currency used for payment requests and conversion into euro**



Payment requests must be made in euros.

Any conversion into euro of costs incurred in other currencies will be made by the Beneficiaries at the monthly exchange rate set by the European Commission and published its website applicable on the date on which the contract is signed by NA Spain, respective **February 2022**.

[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)

#### **I.4.8 The language in which payment requests and reports are made**

All payment requests and reports will be submitted in the language of the partnership respective

**English language.**

#### **I.4.9 Date of payment**

Payments made by the Coordinator shall be deemed to be made on the date on which they are debited to its account.

#### **I.4.10 Bank transfer costs**

The costs of payment transfers are as follows:

- (a) the coordinator shall bear the transfer costs charged by his bank;
- (b) the party causing the repetition of a transfer shall bear all the costs of the repeated transfer.

#### **–BANK ACCOUNT FOR MAKING PAYMENTS**

All payments must be made to the Beneficiary's bank account, as indicated on page 1 of this Agreement.

## **ARTICLE I.5 –DATA OPERATOR AND DATA CONTACT OF PARTIES**

### **I.5.1 Data operator**

The entity acting as a data controller in accordance with Article II.7 or the data controller shall be: Unit B4 Direction B – Youth, Education and Sport Erasmus+ European Commission B-1049 Bruxelles Belgium

### **I.5.2 Contact details of the Beneficiaries**

Any communication addressed by the Coordinator will be sent to the contact details of the beneficiary on page 1&2 of this contract.

## **ARTICLE I.6 –ADDITIONAL REPORTING PROVISIONS ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

Beneficiaries must present in the final report the measures put in place to ensure that their data processing operations comply with Regulation (EU) 2018/1725, in accordance with the obligations set out in Article II.7, at least on the following topics: security of processing, the confidentiality of the processing, the assistance provided to the data controller, the retention of data, the contribution to audits, including inspections, the establishment of personal data records for all categories of processing activities carried out on behalf of the controller.

## **ARTICLE I.7 –ADDITIONAL PROVISIONS REGARDING THE INFORMATION OF PARTICIPANTS REGARDING THE PROCESSING OF THEIR PERSONAL DATA**

Beneficiaries must provide participants with the relevant privacy statement for the processing of their personal data before it is encrypted in the electronic management systems for Erasmus + mobility activities.

## **ARTICLE I.8 – PROTECTION AND SAFETY OF PARTICIPANTS**

Beneficiaries must have effective procedures and measures in place to provide security and protection to Project participants.

Beneficiaries must ensure that appropriate insurance policies have been concluded for participants involved in mobility activities or learning, teaching and training activities.

Prior to any participation of minors in the Project, the Beneficiaries must ensure full compliance with the regulations on the protection and safety of minors, as defined in the applicable legislation in the countries of origin and in the host countries, including, but not limited to: the consent of the parents or legal guardians, the insurance procedures and the age limits.

#### **ARTICLE I.9 –ADDITIONAL PROVISIONS CONCERNING PRE-EXISTING RIGHTS AND USE OF RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.9.3 of the General Conditions, if the Beneficiaries produce educational materials during the implementation of the project, these materials must be available via the Internet, free of charge and under open licenses.

Open license - the way in which the owner of a work gives others permission to use that resource. Each resource is associated with a license. There are different types of open licenses depending on the degree of permissions granted or the limitations imposed, and the Beneficiary is free to choose the specific license to apply for their work. An open license must be associated with each of the resources produced. An open license is not a transfer of copyright or intellectual property rights (IPR).

If the materials or documents are subject to moral or third-party rights (including intellectual property rights or the rights of individuals with respect to their image and voice), Beneficiaries must ensure that they comply with their obligations under Article II.9.2 in particular by obtaining the necessary licenses and authorizations from the holders of the rights in question.

Beneficiaries must ensure that the internet address used is valid and up-to-date. If the hosting of the website is interrupted, the Beneficiaries must remove the site from the organization registration system (ORS), in order to avoid the risk of the domain being taken over by another party and redirected to other websites.

#### **ARTICLE I.10 – USE OF IT TOOLS**

##### **I.10.1 Erasmus + reporting and management tool**

Beneficiary No. 2 has the obligation to provide the coordinator with all necessary and required information in the use of the Erasmus + Electronic Reporting and Management Tool provided by the European Commission to record all information on the activities carried out under the Project (including activities not supported directly with a grant from EU funds) and to complete and submit the interim report (if available in the Erasmus + reporting and management tool and for the cases referred to in Article I.4.3) and the final report.

#### **I.10.2 Platform for disseminating Erasmus + project results (Erasmus+ Project Results Platform)**

Beneficiary No 2 is obliged to send to the Coordinator all the results obtained for upload to the Erasmus + Dissemination Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects/>), in accordance with the instructions provided. within it.

#### **ARTICLE I.11 – ADDITIONAL PROVISIONS CONCERNING SUBCONTRACTING**

By way of derogation from the provisions of Article II.11 of the General Conditions, the Beneficiaries may not subcontract activities financed from the budgetary category. "Project results".

By way of derogation, the provisions of points (c) and (d) of Article II.11.1 of the General Conditions shall not apply to any budgetary category, except for Exceptional Costs.

#### **ARTICLE I.12 – ADDITIONAL PROVISIONS ON THE VISIBILITY OF EUROPEAN UNION FINANCING**

Without derogation from Article II.8 of the General Conditions, Beneficiaries must make known the funding received under the Erasmus + program in all communications and promotional materials, including on websites and social networks. Instructions for Beneficiaries and other third parties are available at: [www.sepie.es/comunicacion//imagen.html](http://www.sepie.es/comunicacion//imagen.html)

#### **ARTICLE I.13 –SUPPORT FOR PARTICIPANTS**

If the implementation of the Project involves the provision of support to participants, the Beneficiaries will provide such support in accordance with the conditions set out in Annex II and Annex IV.

Beneficiaries must:

- Either transfer financial support for the transport / individual support / language support budget categories in full to the participants in the project activities, applying the unit-based cost scales as specified in Annex IV;
- Either provide for the participants in the project activities, transport, subsistence, language support in the form of providing the necessary goods and services. In this case, the Beneficiaries will ensure that the provision of these goods and services will comply with the required quality and safety standards.

Beneficiaries may combine the two options set out in the previous paragraph, provided that they ensure equal and fair treatment for all participants. In this case, the conditions for each option will apply to the budget categories to which that option applies.

#### **ARTICLE I.14 –SUPPLY OF INCLUSION SUPPORT INTENDED FOR PARTICIPANTS**

If funding has been approved for inclusion support for participants, the Beneficiary will be responsible for ensuring adequate pre-financing for low-opportunity participants receiving the inclusion grant. Specifically, participants with limited opportunities may not be required to pre-finance their activities in person.

#### **ARTICLE I.15 – LINGUISTIC SUPPORT ONLINE (OLS – Online Language Support) - Not applicable.**

N/A

#### **ARTICLE I.16 –SPECIAL PROVISIONS CONCERNING BUDGET TRANSFERS**

The beneficiary shall be allowed to transfer funds between different budget categories, which will lead to changes in the estimated budget and related activities described in Annex II, without requesting an addendum to the financing agreement, as specified in Article II.13, provided that:

- the project is implemented in accordance with the approved project application form and the general objectives described in Annex II.
- and the following specific rules are observed:

- a) Project results, Multiplication events and Learning / teaching / training activities: The beneficiary is allowed to transfer up to 30% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article) without requesting an additional act to the financing contract. The beneficiary is allowed to transfer additional funds to these budget categories without request in an addendum to the grant agreement.
- b) Under the budget category "Learning / teaching / training activities": The beneficiary is allowed to make any transfers between the funds allocated to "Transport", "Individual support" and "Language support" without requesting an addendum to the financing agreement.
- c) Transnational Project Meetings and Inclusive Support for Organizations: The beneficiary is allowed to transfer up to 100% of the allocated funds to any other budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.
- d) Project management and implementation and Exceptional costs for subcontracting and procurement of goods and services: The beneficiary is allowed to transfer up to 100% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article). The beneficiary is not allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.
- e) Participation support for participants: The beneficiary shall be allowed to transfer up to 15% of the funds allocated from this category to any other budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to this budget category without requesting an addendum to the grant agreement.
- f) Exceptional travel costs and financial guarantee: The beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment and provided that a relevant justification of the expenditure is included in the final report.

By way of derogation from points (a) and (b) of this Article, for the purpose of providing a financial guarantee to the extent required by the NA in Article I.4.2., Beneficiaries shall be allowed to transfer funds allocated to any budget category (except inclusion support for participants) to the budget category "Exceptional costs".

## ARTICLE I.17 –SPECIAL PROVISIONS CONCERNING FINANCIAL RESPONSIBILITY FOR RECOVERY

The financial liability of each Beneficiary is limited to the amount received by the Beneficiary concerned.

## ARTICLE I.18 – SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

1. The second paragraph of Article II.10.1 shall read as follows: "Beneficiaries must ensure that AN Spain, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 and in respect of the beneficiaries' contractors."

2. Article II.18 shall read as follows:

„II.18.1 The settlement of disputes regarding the execution of this Contract is regulated by Spanish law.

II.18.2 The competent courts shall be the courts of Girona, which shall have exclusive jurisdiction to settle any dispute between the Coordinator and the Beneficiary concerning the interpretation, application and validity of this Agreement, in the event that such dispute cannot be settled amicably.

### SIGNATURES

Coordinator

BLUE ROOM INNOVATION SL

Denisa Gibovic

Director

X7291008P Firmado digitalmente por  
DENISA X7291008P DENISA  
GIBOVIC (R: B55237689)  
B55237689 Fecha: 2022.04.28  
08:00:49 +02'00'

signature

Realized in Barcelona, Spain

7.02.2022

Beneficiary no 2

IDEC SA

Metaxia (Xenia) Chronopoulou

Managing Director

IDECS.A. - CONSULTANTS  
HIGH TECHNOLOGY APPLICATIONS TRAINING  
96 IROON POLYTECHNIQIU AVE.  
185 06 PIRAEUS - GREECE  
TEL: +30 210 4286227 - FAX: +30 210 4286228

signature

Realized in Piraeus, Greece

Date: 5/4/2022



## Financing agreement

Cooperation partnership project with multiple beneficiaries within the ERASMUS + 1 Program

**Contract ID –2021-1-ES01-KA220-SCH-000032687**

This Agreement (hereinafter referred to as "the Agreement") is concluded between the following parties: on the one hand,

Full official name of the Coordinator: **BLUE ROOM INNOVATION SL**

Official legal form: SME

Full official address: Gran Via Carles III, 98 planta 10, 08028 Barcelona

code / Unique registration code: **ESB55237689**

OID: **E10185524**,

Having a bank account in EURO:

Exact name of account holder: **BLUE ROOM INNOVATION SL**

Name of the bank: **BBVA**

IBAN code of the bank account: **ES87 0182 2770 9202 0172 3861**

SWIFT code: **BBVAESMM**

hereinafter referred to as "Coordinator", represented for the signing of this Agreement by the **Executive Director, Denisa GIBOVIC**

and on the other hand,

Full official name of the Beneficiary 3: **FAPEL (Fédération des Associations de Parents d'Elèves du Luxembourg)**

Fiscal registration code / Unique registration code: 1990 6101 532 99

OID: E10254045

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
Contract ID: **2021-1-ES01-KA220-SCH-000032687**

Having a bank account in EURO:

Exact name of account holder: **FAPEL**

**Fédération des Associations de Parents d'Elèves du Luxembourg**

Name of the bank: **BCEE / SPUERKEESS**

IBAN code of the bank account: **LU34 0019 1000 1611 9000**

SWIFT code: **BCEELULL**

hereinafter referred to as "**Beneficiary 3**", represented for the signing of this Agreement by the **President, Charles KRIM**

#### **THEY AGREED ON**

Special Conditions (hereinafter referred to as the "Special Conditions") and the following annexes:

**Annex I General Conditions** (hereinafter referred to as the "General Conditions") published on [www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido](http://www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido)

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**The provisions set out in Annex I "General Conditions" shall prevail over those in the other Annexes. The provisions set out in Annex III shall prevail over those in Annexes II, IV.**

**In Annex II, the section on the Estimated Budget takes precedence over the section on Project Description.**

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I.4.7 - Currency used for payment requests and conversion into euros

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I.4.10 -Bank transfer costs

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Article I.5 - The data operator and the contact details of the parties

I.5.1 - The data operator

I.5.2 - Contact details of the Beneficiaries

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Article I.7 - Additional provisions regarding the information of the participants regarding the processing of their personal data

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Article I.9 - Additional provisions on pre-existing rights and use of results (including intellectual and industrial property rights)

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I.10.2 - Erasmus + project results dissemination platform

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## ARTICLE I.1 –SUBJECT OF THE CONTRACT

I.1.1 AN Spain has decided to provide funding, in accordance with the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Contract, for the development of the Project entitled **GREENER GREEN SCHOOLS (Developing sustainability practices in primary schools)** (hereinafter referred to as "the Project") under the Erasmus + Program, Key Action 2 – Cooperation Partnership, as described in Annex II.

I.1.2. By signing the Contract, all parts (Coordinator and Beneficiary no 2) accept the funding and agree to carry out the Project, assuming full responsibility for its implementation.

## ARTICLE I.2 – ENTRY INTO FORCE OF THE CONTRACT AND ITS DURATION

**I.2.1** The contract shall enter into force on the date of its signature by the last of them two parts.

**I.2.2** The project will run for a period of 24 months, starting on 01.02.2022 and ending on 31.01.2023.

## ARTICLE I.3 –MAXIMUM AMOUNT AND FORM OF FINANCING

**I.3.1** Funding will be in the maximum amount of 48.144,00 EUR.

**I.3.2** For the estimated budget specified in Annex II and the eligible costs and financial rules specified in Annex III, the grant shall take the form of:

- a) reimbursement of eligible project costs ("reimbursement of eligible costs") Which are: actually made

declared on the basis of unit costs

reimbursement of costs declared on the basis of a lump sum

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
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## ARTICLE I.4 – PROVISIONS REGARDING REPORTING AND METHODS OF PAYMENT

The following reporting and payment provisions apply:

### I.4.1 Payments to be made

The Coordinator will make the following payments to the Beneficiary no 3:

- payment of the first tranche (pre-financing/ 30%)/from 14.443,20 EUR.
- payment of the second tranche (pre-financing/ 30%); from 14.443,20 EUR.
- payment of the second tranche (pre-final financing according justified/ 20%); from 9.628,80 EUR
- payment of the balance, made on the basis of the request provided for in Article I.4.4.

### I.4.2 Interim reports and subsequent installments (pre-financing)

By 01.01.2023, the Beneficiary no 3 must complete an interim report on the dissemination reports of the Project, covering the reporting period from the beginning of the implementation of the Project, referred to in Article I.2.2 to 30.01.2023.

By 30.01.2024, the Beneficiary no 3 must complete a second interim report on the dissemination reports of the Project, covering the reporting period from 01.02.2023 until 31.01.2024.

If the interim reports shows that Beneficiary no 3 will not be able to use the maximum amount of funding specified in Article I.3.1 during the contractual period referred to in Article I.2.2, the Coordinator in collaboration with AN Spain will issue an additional act reducing accordingly, the maximum amount of funding and, if the reduced amount of funding is less than the advance transferred by that date by the Coordinator, the Coordinator will recover the difference from the Beneficiary no 3, in accordance with the provisions of Article II.26 of the General Conditions.

### **I.4.3 The final report and the request for payment of the balance**

Within 60 calendar days of the end date of the Project referred to in Article I.2.2, the Beneficiary no 3 shall send all information to the Coordinator in order complete a final report on the implementation of the Project and upload all project results to the Erasmus + Project Results Platform, in accordance with the provisions of Article I.11.2. The report shall contain the information necessary to justify the amount claimed on the basis of unit costs, if the grant takes the form of reimbursement of unit costs, lump sum or eligible costs actually incurred, in accordance with the provisions of Annex III.

The final report is considered to be the Coordinator's request for payment of the balance.

The final report is considered to be the Coordinator's request for payment of the balance. Beneficiary No 3 must certify that the information provided in the financial report is complete, correct and true. He must also certify that all costs incurred can be considered eligible under the Contract and that all costs are supported by appropriate supporting documents, which will be presented in the context of the controls or audits provided for in Article II.27 of the General Conditions.

### **I.4.4 Payment of the balance**

The payment of the balance is intended to reimburse or cover the remaining part of the eligible costs incurred by Beneficiary no. 3 for the implementation of the Project.

The NA Spain determines the amount of the balance by subtracting the total amount of the advance already paid from the final amount of the grant established in accordance with Article II.25 of the General Conditions.

If the total amount of previous payments is greater than the final amount of the grant determined in accordance with Article II.25, the balance shall take the form of a recovery as provided for in Article

II.26 of the General Conditions.

If the total amount of previous payments is less than the final amount of the grant determined in accordance with Article II.25, the NA shall pay the amount to the Coordinator and the Coordinator to the Beneficiary no 3 - due as a balance within 90 calendar days of receipt of the documents referred to in Article I.4.4 , unless Article II.24.1 or II.24.2 of the General Conditions.

Payment is subject to the approval of the final report and the documents attached to it. Their approval does not imply recognition of the conformity or authenticity, completeness and correctness of the statements and information contained therein.

The amount to be paid may be offset, without the consent of Beneficiary No. 3, by any other amount due by the beneficiary to ERASMUS + Programs, up to the maximum amount of funding related to Beneficiary No. 3 - mentioned in the estimated budget in Annex II.

#### **I.4.5. Notification of amounts due**

AN Spain must send an official notification to the Coordinator and the coordinator of Beneficiary No. 3:

- a) by which to inform him on the amount due; and
- b) specifying whether it refers to the payment of a second tranche or the payment of the balance.

**In case of payment of the balance, the Coordinator will also specify the final amount of the grant established in accordance with Article II.25 of the General Conditions**

#### **I.4.6 Currency for payments**

The coordinator will make payments in euros.

#### **I.4.7 Currency used for payment requests and conversion into euro**

Payment requests must be made in euros.

Any conversion into euro of costs incurred in other currencies will be made by the Beneficiaries at the monthly exchange rate set by the European Commission and published its website applicable on the date on which the contract is signed by NA Spain, respective **February 2022**.

[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)

#### **I.4.8 The language in which payment requests and reports are made**

All payment requests and reports will be submitted in the language of the partnership respective

**English language.**

#### **I.4.9 Date of payment**

Payments made by the Coordinator shall be deemed to be made on the date on which they are debited to its account.

#### **I.4.10 Bank transfer costs**

The costs of payment transfers are as follows:

- (a) the coordinator shall bear the transfer costs charged by his bank;
- (b) the party causing the repetition of a transfer shall bear all the costs of the repeated transfer.

#### **–BANK ACCOUNT FOR MAKING PAYMENTS**

All payments must be made to the Beneficiary's bank account, as indicated on page 1 of this Agreement.

## **ARTICLE I.5 –DATA OPERATOR AND DATA CONTACT OF PARTIES**

### **I.5.1 Data operator**

The entity acting as a data controller in accordance with Article II.7 or the data controller shall be: Unit B4 Direction B – Youth, Education and Sport Erasmus+ European Commission B-1049 Bruxelles Belgium

### **I.5.2 Contact details of the Beneficiaries**

Any communication addressed by the Coordinator will be sent to the contact details of the beneficiary on page 1&2 of this contract.

## **ARTICLE I.6 –ADDITIONAL REPORTING PROVISIONS ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

Beneficiaries must present in the final report the measures put in place to ensure that their data processing operations comply with Regulation (EU) 2018/1725, in accordance with the obligations set out in Article II.7, at least on the following topics: security of processing, the confidentiality of the processing, the assistance provided to the data controller, the retention of data, the contribution to audits, including inspections, the establishment of personal data records for all categories of processing activities carried out on behalf of the controller.

## **ARTICLE I.7 –ADDITIONAL PROVISIONS REGARDING THE INFORMATION OF PARTICIPANTS REGARDING THE PROCESSING OF THEIR PERSONAL DATA**

Beneficiaries must provide participants with the relevant privacy statement for the processing of their personal data before it is encrypted in the electronic management systems for Erasmus + mobility activities.

## **ARTICLE I.8 – PROTECTION AND SAFETY OF PARTICIPANTS**

Beneficiaries must have effective procedures and measures in place to provide security and protection to Project participants.

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
Contract ID: **2021-1-ES01-KA220-SCH-000032687**

Beneficiaries must ensure that appropriate insurance policies have been concluded for participants involved in mobility activities or learning, teaching and training activities.

Prior to any participation of minors in the Project, the Beneficiaries must ensure full compliance with the regulations on the protection and safety of minors, as defined in the applicable legislation in the countries of origin and in the host countries, including, but not limited to: the consent of the parents or legal guardians, the insurance procedures and the age limits.

#### **ARTICLE I.9 –ADDITIONAL PROVISIONS CONCERNING PRE-EXISTING RIGHTS AND USE OF RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.9.3 of the General Conditions, if the Beneficiaries produce educational materials during the implementation of the project, these materials must be available via the Internet, free of charge and under open licenses.

Open license - the way in which the owner of a work gives others permission to use that resource. Each resource is associated with a license. There are different types of open licenses depending on the degree of permissions granted or the limitations imposed, and the Beneficiary is free to choose the specific license to apply for their work. An open license must be associated with each of the resources produced. An open license is not a transfer of copyright or intellectual property rights (IPR).

If the materials or documents are subject to moral or third-party rights (including intellectual property rights or the rights of individuals with respect to their image and voice), Beneficiaries must ensure that they comply with their obligations under Article II.9.2 in particular by obtaining the necessary licenses and authorizations from the holders of the rights in question.

Beneficiaries must ensure that the internet address used is valid and up-to-date. If the hosting of the website is interrupted, the Beneficiaries must remove the site from the organization registration system (ORS), in order to avoid the risk of the domain being taken over by another party and redirected to other websites.

#### **ARTICLE I.10 – USE OF IT TOOLS**

##### **I.10.1 Erasmus + reporting and management tool**

Beneficiary No. 3 has the obligation to provide the coordinator with all necessary and required information in the use of the Erasmus + Electronic Reporting and Management Tool provided by the European Commission to record all information on the activities carried out under the Project (including activities not supported directly with a grant from EU funds) and to complete and submit the interim report (if available in the Erasmus + reporting and management tool and for the cases referred to in Article I.4.3) and the final report.

#### **I.10.2 Platform for disseminating Erasmus + project results (Erasmus+ Project Results Platform)**

Beneficiary No 3 is obliged to send to the Coordinator all the results obtained for upload to the Erasmus + Dissemination Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects/>), in accordance with the instructions provided. within it.

#### **ARTICLE I.11 – ADDITIONAL PROVISIONS CONCERNING SUBCONTRACTING**

By way of derogation from the provisions of Article II.11 of the General Conditions, the Beneficiaries may not subcontract activities financed from the budgetary category. "Project results".

By way of derogation, the provisions of points (c) and (d) of Article II.11.1 of the General Conditions shall not apply to any budgetary category, except for Exceptional Costs.

#### **ARTICLE I.12 – ADDITIONAL PROVISIONS ON THE VISIBILITY OF EUROPEAN UNION FINANCING**

Without derogation from Article II.8 of the General Conditions, Beneficiaries must make known the funding received under the Erasmus + program in all communications and promotional materials, including on websites and social networks. Instructions for Beneficiaries and other third parties are available at: [www.sepie.es/comunicacion//imagen.html](http://www.sepie.es/comunicacion//imagen.html)

#### **ARTICLE I.13 –SUPPORT FOR PARTICIPANTS**

If the implementation of the Project involves the provision of support to participants, the Beneficiaries will provide such support in accordance with the conditions set out in Annex II and Annex IV.

Beneficiaries must:

- Either transfer financial support for the transport / individual support / language support budget categories in full to the participants in the project activities, applying the unit-based cost scales as specified in Annex IV;
- Either provide for the participants in the project activities, transport, subsistence, language support in the form of providing the necessary goods and services. In this case, the Beneficiaries will ensure that the provision of these goods and services will comply with the required quality and safety standards.

Beneficiaries may combine the two options set out in the previous paragraph, provided that they ensure equal and fair treatment for all participants. In this case, the conditions for each option will apply to the budget categories to which that option applies.

#### **ARTICLE I.14 –SUPPLY OF INCLUSION SUPPORT INTENDED FOR PARTICIPANTS**

If funding has been approved for inclusion support for participants, the Beneficiary will be responsible for ensuring adequate pre-financing for low-opportunity participants receiving the inclusion grant. Specifically, participants with limited opportunities may not be required to pre-finance their activities in person.

#### **ARTICLE I.15 – LINGUISTIC SUPPORT ONLINE (OLS – Online Language Support) - Not applicable.**

N/A

#### **ARTICLE I.16 –SPECIAL PROVISIONS CONCERNING BUDGET TRANSFERS**

The beneficiary shall be allowed to transfer funds between different budget categories, which will lead to changes in the estimated budget and related activities described in Annex II, without requesting an addendum to the financing agreement, as specified in Article II.13, provided that:

- the project is implemented in accordance with the approved project application form and the general objectives described in Annex II.
- and the following specific rules are observed:

- a) Project results, Multiplication events and Learning / teaching / training activities: The beneficiary is allowed to transfer up to 30% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article) without requesting an additional act to the financing contract. The beneficiary is allowed to transfer additional funds to these budget categories without request in an addendum to the grant agreement.
- b) Under the budget category "Learning / teaching / training activities": The beneficiary is allowed to make any transfers between the funds allocated to "Transport", "Individual support" and "Language support" without requesting an addendum to the financing agreement.
- c) Transnational Project Meetings and Inclusive Support for Organizations: The beneficiary is allowed to transfer up to 100% of the allocated funds to any other budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.
- d) Project management and implementation and Exceptional costs for subcontracting and procurement of goods and services: The beneficiary is allowed to transfer up to 100% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article). The beneficiary is not allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.
- e) Participation support for participants: The beneficiary shall be allowed to transfer up to 15% of the funds allocated from this category to any other budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to this budget category without requesting an addendum to the grant agreement.
- f) Exceptional travel costs and financial guarantee: The beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment and provided that a relevant justification of the expenditure is included in the final report.

By way of derogation from points (a) and (b) of this Article, for the purpose of providing a financial guarantee to the extent required by the NA in Article I.4.2., Beneficiaries shall be allowed to transfer funds allocated to any budget category (except inclusion support for participants) to the budget category "Exceptional costs".

## ARTICLE I.17 –SPECIAL PROVISIONS CONCERNING FINANCIAL RESPONSIBILITY FOR RECOVERY

The financial liability of each Beneficiary is limited to the amount received by the Beneficiary concerned.

## ARTICLE I.18 – SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

1. The second paragraph of Article II.10.1 shall read as follows: "Beneficiaries must ensure that AN Spain, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 and in respect of the beneficiaries' contractors."

2. Article II.18 shall read as follows:

„II.18.1 The settlement of disputes regarding the execution of this Contract is regulated by Spanish law.

II.18.2 The competent courts shall be the courts of Girona, which shall have exclusive jurisdiction to settle any dispute between the Coordinator and the Beneficiary concerning the interpretation, application and validity of this Agreement, in the event that such dispute cannot be settled amicably.

## SIGNATURES

Coordinator

**BLUE ROOM INNOVATION SL**

**Denisa Gibovic**

**Director**

Beneficiary no 3

**FAPEL**

**Charles KRIM**

**President**

signature

Realized in Barcelona, Spain

7.02.2022

signature

Realized in

Date: Luxembourg

Luxembourg, le 11/02/2023

**Relevé d'identité bancaire**  
**Bescheinigung einer Bankverbindung**  
**Certificate of banking details**

Madame, Monsieur,  
Cher Client,

Veuillez trouver en annexe le relevé d'identité bancaire sollicité.

Sehr geehrte Kundin,  
Sehr geehrter Kunde,

Anbei die von Ihnen beantragte Bankbescheinigung.

Dear Customer,

Please find enclosed your requested banking details.

<b>IBAN</b>	LU34 0019 1000 1611 9000	<b>Type Art Type</b>	Compte Courant Girokonto Sight Account	<b>Devise Währung Currency</b>	EUR
<b>BIC</b>	BCEELULL				
<b>Titulaire Kontoinhaber Account holder</b>	FAPEL				
<b>Adresse Anschrift Address</b>	ROUTE DE DIEKIRCH L-7220 WALFERDANGE				

Certificat émis sans signature  
Bescheinigung erstellt ohne Unterschrift  
Certificate issued without signature

## Financing agreement

Cooperation partnership project with multiple beneficiaries within the ERASMUS + 1 Program

**Contract ID –2021-1-ES01-KA220-SCH-000032687**

This Agreement (hereinafter referred to as "the Agreement") is concluded between the following parties: on the one hand,

Full official name of the Coordinator: **BLUE ROOM INNOVATION SL**

Official legal form: SME

Full official address: Gran Via Carles III, 98 planta 10, 08028 Barcelona

code / Unique registration code: **ESB55237689**

OID: **E10185524,**

Having a bank account in EURO:

Exact name of account holder: **BLUE ROOM INNOVATION SL**

Name of the bank: **BBVA**

IBAN code of the bank account: **ES87 0182 2770 9202 0172 3861**

SWIFT code: **BBVAESMM**

hereinafter referred to as "Coordinator", represented for the signing of this Agreement by the **Executive Director, Denisa GIBOVIC**

and on the other hand,

Full official name of the Beneficiary 4: **UNIVERSITÉ DE LIÈGE**

Fiscal registration code / Unique registration code: **BE 325 777171**

OID: **E 102 09 384**

Having a bank account in EURO:

Exact name of account holder: **Patrimoine Université de Liège**

Name of the bank: **Belfius Banque**

IBAN code of the bank account: **BE79 0910 0157 1833**

SWIFT code: **GKCCBEBB**

hereinafter referred to as "**Beneficiary 4**", represented for the signing of this Agreement by the **Rector, Prof. Pierre WOLPER**

#### **THEY AGREED ON**

Special Conditions (hereinafter referred to as the "Special Conditions") and the following annexes:

**Annex I General Conditions** (hereinafter referred to as the "General Conditions") published on [www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido](http://www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido)

**Annex II Project description;** Estimated project budget; List of others beneficiary

**Annex III Financial and contractual rules** published on [www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido](http://www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido)

**Annex V Mandates** given to the Coordinator by the other Beneficiaries which are an integral part of the Contract.

**The provisions set out in the Special Conditions shall prevail over those set out in the Annexes.**

**The provisions set out in Annex I "General Conditions" shall prevail over those in the other Annexes. The provisions set out in Annex III shall prevail over those in Annexes II, IV.**

**In Annex II, the section on the Estimated Budget takes precedence over the section on Project Description.**

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Article I.2 - Entry into force of the contract and its duration

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I.4.2 - Interim reports and subsequent installments (pre-financing)

I.4.3 - Final report and balance payment request

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I.4.7 - Currency used for payment requests and conversion into euros

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I.10.2 - Erasmus + project results dissemination platform

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Article I.17 - Special provisions on financial liability for recoveries

Article I.18 - Specific derogations from Annex I - General Condition

## ARTICLE I.1 –SUBJECT OF THE CONTRACT

I.1.1 AN Spain has decided to provide funding, in accordance with the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Contract, for the development of the Project entitled **GREENER GREEN SCHOOLS (Developing sustainability practices in primary schools)** (hereinafter referred to as "the Project") under the Erasmus + Program, Key Action 2 – Cooperation Partnership, as described in Annex II.

I.1.2. By signing the Contract, all parts (Coordinator and Beneficiary no 4) accept the funding and agree to carry out the Project, assuming full responsibility for its implementation.

## ARTICLE I.2 – ENTRY INTO FORCE OF THE CONTRACT AND ITS DURATION

**I.2.1** The contract shall enter into force on the date of its signature by the last of them two parts.

**I.2.2** The project will run for a period of 24 months, starting on 01.02.2022 and ending on 31.01.2023.

## ARTICLE I.3 –MAXIMUM AMOUNT AND FORM OF FINANCING

**I.3.1** Funding will be in the maximum amount of **37.605,00 EUR**.

**I.3.2** For the estimated budget specified in Annex II and the eligible costs and financial rules specified in Annex III, the grant shall take the form of:

- a) reimbursement of eligible project costs ("reimbursement of eligible costs") Which are: actually declared on the basis of unit costs
- b) reimbursement of costs declared on the basis of a lump sum

## ARTICLE I.4 – PROVISIONS REGARDING REPORTING AND METHODS OF PAYMENT

The following reporting and payment provisions apply:

### I.4.1 Payments to be made

The Coordinator will make the following payments to the Beneficiary no 4:

- payment of the first tranche (pre-financing/ 30%)/from **11.281,50 EUR**.
- payment of the second tranche (pre-financing/ 30%); from **11.281,50 EUR**.
- payment of the second tranche (pre-final financing according justified/ 20%); from **7.521,00 EUR**
- payment of the balance, made on the basis of the request provided for in Article I.4.4.

#### **I.4.2 Interim reports and subsequent installments (pre-financing)**

By 01.01.2023, the Beneficiary no 4 must complete an interim report on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project, referred to in Article I.2.2 to 30.01.2023.

By 30.01.2024, the Beneficiary no 4 must complete a second interim report on the implementation of the Project, covering the reporting period from 01.02.2023 until 31.01.2024.

If the interim reports shows that Beneficiary no 4 will not be able to use the maximum amount of funding specified in Article I.3.1 during the contractual period referred to in Article I.2.2, the Coordinator in collaboration with AN Spain will issue an additional act reducing accordingly, the maximum amount of funding and, if the reduced amount of funding is less than the advance transferred by that date by the Coordinator, the Coordinator will recover the difference from the Beneficiary no 4, in accordance with the provisions of Article II.26 of the General Conditions.

#### **I.4.3 The final report and the request for payment of the balance**

Within 60 calendar days of the end date of the Project referred to in Article I.2.2, the Beneficiary no 4 shall send all information to the Coordinator in order complete a final report on the implementation of the Project and upload all project results to the Erasmus + Project Results Platform, in accordance with the provisions of Article I.11.2. The report shall contain the information necessary to justify the amount claimed on the basis of unit costs, if the grant takes the form of reimbursement of unit costs, lump sum or eligible costs actually incurred, in accordance with the provisions of Annex III.

The final report is considered to be the Coordinator's request for payment of the balance.

Beneficiary No 4 must certify that the information provided in the financial report is complete, correct and true. He must also certify that all costs incurred can be considered eligible under the Contract and that all costs are supported by appropriate supporting documents, which will be presented in the context of the controls or audits provided for in Article II.27 of the General Conditions.

#### **I.4.4 Payment of the balance**

The payment of the balance is intended to reimburse or cover the remaining part of the eligible costs incurred by Beneficiary no. 4 for the implementation of the Project.

The NA Spain determines the amount of the balance by subtracting the total amount of the advance already paid from the final amount of the grant established in accordance with Article II.25 of the General Conditions.

If the total amount of previous payments is greater than the final amount of the grant determined in accordance with Article II.25, the balance shall take the form of a recovery as provided for in Article II.26 of the General Conditions.

If the total amount of previous payments is less than the final amount of the grant determined in accordance with Article II.25, the NA shall pay the amount to the Coordinator and the Coordinator to the Beneficiary no 4 - due as a balance within 90 calendar days of receipt of the documents referred to in Article I.4.4 , unless Article II.24.1 or II.24.2 of the General Conditions.

Payment is subject to the approval of the final report and the documents attached to it. Their approval does not imply recognition of the conformity or authenticity, completeness and correctness of the statements and information contained therein.

The amount to be paid may be offset, without the consent of Beneficiary No. 4, by any other amount due by the beneficiary to ERASMUS + Programs, up to the maximum amount of funding related to Beneficiary No. 4 - mentioned in the estimated budget in Annex II.

#### **I.4.5. Notification of amounts due**

AN Spain must send an official notification to the Coordinator and the coordinator of Beneficiary No. 4:

- a) by which to inform him on the amount due; and
- b) specifying whether it refers to the payment of a second tranche or the payment of the balance.

**In case of payment of the balance, the Coordinator will also specify the final amount of the grant established in accordance with Article II.25 of the General Conditions**

#### **I.4.6 Currency for payments**

The coordinator will make payments in euros.

#### **I.4.7 Currency used for payment requests and conversion into euro**

Payment requests must be made in euros.

Any conversion into euro of costs incurred in other currencies will be made by the Beneficiaries at the monthly exchange rate set by the European Commission and published its website applicable on the date on which the contract is signed by NA Spain, respective **February 2022**.

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#### **I.4.8 The language in which payment requests and reports are made**

All payment requests and reports will be submitted in the language of the partnership respective : **English language.**

#### **I.4.9 Date of payment**

Payments made by the Coordinator shall be deemed to be made on the date on which they are debited to its account.

#### **I.4.10 Bank transfer costs**

The costs of payment transfers are as follows:

- (a) the coordinator shall bear the transfer costs charged by his bank;
- (b) the party causing the repetition of a transfer shall bear all the costs of the repeated transfer.

#### **I.4.11 Bank Account for making payments**

All payments must be made to the Beneficiary's bank account, as indicated on page 1 of this Agreement.

### **ARTICLE I.5 –DATA OPERATOR AND DATA CONTACT OF PARTIES**

#### **I.5.1 Data operator**

The entity acting as a data controller in accordance with Article II.7 or the data controller shall be: Unit B4 Direction B – Youth, Education and Sport Erasmus+ European Commission B-1049 Bruxelles Belgium

#### **I.5.2 Contact details of the Beneficiaries**

Any communication addressed by the Coordinator will be sent to the contact details of the beneficiary on page 1&2 of this contract.

### **ARTICLE I.6 –ADDITIONAL REPORTING PROVISIONS ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

Beneficiaries must present in the final report the measures put in place to ensure that their data processing operations comply with Regulation (EU) 2018/1725, in accordance with the obligations set out in Article II.7, at least on the following topics: security of processing, the confidentiality of the processing, the assistance provided to the data controller, the retention of data, the contribution to audits, including inspections, the establishment of personal data records for all categories of processing activities carried out on behalf of the controller.

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Beneficiaries must provide participants with the relevant privacy statement for the processing of their personal data before it is encrypted in the electronic management systems for Erasmus + mobility activities.

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Beneficiaries must have effective procedures and measures in place to provide security and protection to Project participants.

Beneficiaries must ensure that appropriate insurance policies have been concluded for participants involved in mobility activities or learning, teaching and training activities.

Prior to any participation of minors in the Project, the Beneficiaries must ensure full compliance with the regulations on the protection and safety of minors, as defined in the applicable legislation in the countries of origin and in the host countries, including, but not limited to: the consent of the parents or legal guardians, the insurance procedures and the age limits.

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In addition to the provisions of Article II.9.3 of the General Conditions, if the Beneficiaries produce educational materials during the implementation of the project, these materials must be available via the Internet, free of charge and under open licenses.

Open license - the way in which the owner of a work gives others permission to use that resource. Each resource is associated with a license. There are different types of open licenses depending on the degree of permissions granted or the limitations imposed, and the Beneficiary is free to choose the specific license to apply for their work. An open license must be associated with each of the resources produced. An open license is not a transfer of copyright or intellectual property rights (IPR).

If the materials or documents are subject to moral or third-party rights (including intellectual property rights or the rights of individuals with respect to their image and voice), Beneficiaries must ensure that they comply with their obligations under Article II.9.2 in particular by obtaining the necessary licenses and authorizations from the holders of the rights in question.

Beneficiaries must ensure that the internet address used is valid and up-to-date. If the hosting of the website is interrupted, the Beneficiaries must remove the site from the organization registration system (ORS), in order to avoid the risk of the domain being taken over by another party and redirected to other websites.

#### **ARTICLE I.10 – USE OF IT TOOLS**

##### **I.10.1 Erasmus + reporting and management tool**

Beneficiary No. 4 has the obligation to provide the coordinator with all necessary and required information in the use of the Erasmus + Electronic Reporting and Management Tool provided by the European Commission to record all information on the activities carried out under the Project (including activities not supported directly with a grant from EU funds) and to complete and submit the interim report (if available in the Erasmus + reporting and management tool and for the cases referred to in Article I.4.3) and the final report.

#### **I.10.2 Platform for disseminating Erasmus + project results (Erasmus+ Project Results Platform)**

Beneficiary No 4 is obliged to send to the Coordinator all the results obtained for upload to the Erasmus + Dissemination Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects/>), in accordance with the instructions provided within it.

#### **ARTICLE I.11 – ADDITIONAL PROVISIONS CONCERNING SUBCONTRACTING**

By way of derogation from the provisions of Article II.11 of the General Conditions, the Beneficiaries may not subcontract activities financed from the budgetary category. "Project results".

By way of derogation, the provisions of points (c) and (d) of Article II.11.1 of the General Conditions shall not apply to any budgetary category, except for Exceptional Costs.

#### **ARTICLE I.12 – ADDITIONAL PROVISIONS ON THE VISIBILITY OF EUROPEAN UNION FINANCING**

Without derogation from Article II.8 of the General Conditions, Beneficiaries must make known the funding received under the Erasmus + program in all communications and promotional materials, including on websites and social networks. Instructions for Beneficiaries and other third parties are available at: [www.sepie.es/comunicacion//imagen.html](http://www.sepie.es/comunicacion//imagen.html)

#### **ARTICLE I.13 –SUPPORT FOR PARTICIPANTS**

If the implementation of the Project involves the provision of support to participants, the Beneficiaries will provide such support in accordance with the conditions set out in Annex II and Annex IV.

Beneficiaries must:

- Either transfer financial support for the transport / individual support / language support budget categories in full to the participants in the project activities, applying the unit-based cost scales as specified in Annex IV;

- Either provide for the participants in the project activities, transport, subsistence, language support in the form of providing the necessary goods and services. In this case, the Beneficiaries will ensure that the provision of these goods and services will comply with the required quality and safety standards.

Beneficiaries may combine the two options set out in the previous paragraph, provided that they ensure equal and fair treatment for all participants. In this case, the conditions for each option will apply to the budget categories to which that option applies.

#### **ARTICLE I.14 –SUPPLY OF INCLUSION SUPPORT INTENDED FOR PARTICIPANTS**

If funding has been approved for inclusion support for participants, the Beneficiary will be responsible for ensuring adequate pre-financing for low-opportunity participants receiving the inclusion grant. Specifically, participants with limited opportunities may not be required to pre-finance their activities in person.

#### **ARTICLE I.15 – LINGUISTIC SUPPORT ONLINE (OLS – Online Language Support) - Not applicable.**

N/A

#### **ARTICLE I.16 –SPECIAL PROVISIONS CONCERNING BUDGET TRANSFERS**

The beneficiary shall be allowed to transfer funds between different budget categories, which will lead to changes in the estimated budget and related activities described in Annex II, without requesting an addendum to the financing agreement, as specified in Article II.13, provided that:

- the project is implemented in accordance with the approved project application form and the general objectives described in Annex II.
- and the following specific rules are observed:
  - a) Project results, Multiplication events and Learning / teaching / training activities: The beneficiary is allowed to transfer up to 30% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article) without requesting an additional act to the financing contract. The beneficiary is allowed to transfer additional funds to these budget categories without request in an addendum to the grant agreement.
  - b) Under the budget category "Learning / teaching / training activities": The beneficiary is allowed to make any transfers between the funds allocated to "Transport", "Individual support" and "Language support" without requesting an addendum to the financing agreement.
  - c) Transnational Project Meetings and Inclusive Support for Organizations: The beneficiary is allowed to transfer up to 100% of the allocated funds to any other budget category (subject to all other limits defined in this Article). The

beneficiary is allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.

- d) Project management and implementation and Exceptional costs for subcontracting and procurement of goods and services: The beneficiary is allowed to transfer up to 100% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article). The beneficiary is not allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.
- e) Participation support for participants: The beneficiary shall be allowed to transfer up to 15% of the funds allocated from this category to any other budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to this budget category without requesting an addendum to the grant agreement.
- f) Exceptional travel costs and financial guarantee: The beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment and provided that a relevant justification of the expenditure is included in the final report.

By way of derogation from points (a) and (b) of this Article, for the purpose of providing a financial guarantee to the extent required by the NA in Article I.4.2., Beneficiaries shall be allowed to transfer funds allocated to any budget category (except inclusion support for participants) to the budget category "Exceptional costs".

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The financial liability of each Beneficiary is limited to the amount received by the Beneficiary concerned.

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1. The second paragraph of Article II.10.1 shall read as follows: "Beneficiaries must ensure that AN Spain, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 and in respect of the beneficiaries' contractors."

2. Article II.18 shall read as follows:

„II.18.1 The settlement of disputes regarding the execution of this Contract is regulated by Spanish law.

II.18.2 The competent courts shall be the courts of Girona, which shall have exclusive jurisdiction to settle any dispute between the Coordinator and the Beneficiary

concerning the interpretation, application and validity of this Agreement, in the event that such dispute cannot be settled amicably.”

Signed in one digital copy.

**SIGNATURES**

Coordinator

**BLUE ROOM INNOVATION SL**

**Denisa Gibovic**

Director

**X7291008P** Firmado digitalmente por  
**DENISA** X7291008P DENISA  
**GIBOVIC (R: B55237689)** GIBOVIC (R:  
**B55237689)** B55237689) Fecha: 2022.06.14  
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Realized in Barcelona, Spain

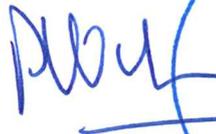
7.02.2022

Beneficiary no 4

**UNIVERSITÉ DE LIÈGE**

**Prof. Pierre WOLPER**

Rector


Signature

Realized in Liège, Belgium

Date:.....

**29 AVR. 2022**

## Financing agreement

Cooperation partnership project with multiple beneficiaries within the ERASMUS + 1 Program

**Contract ID -2021-1-ES01-KA220-SCH-000032687**

This Agreement (hereinafter referred to as "the Agreement") is concluded between the following parties: on the one hand,

Full official name of the Coordinator: **BLUE ROOM INNOVATION SL**

Official legal form: SME

Full official address: Gran Vía Carles III, 98 planta 10, 08028 Barcelona

code / Unique registration code: **ESB55237689**

OID: **E10185524**,

Having a bank account in EURO:

Exact name of account holder: **BLUE ROOM INNOVATION SL**

Name of the bank: **BBVA**

IBAN code of the bank account: **ES87 0182 2770 9202 0172 3861**

SWIFT code: **BBVAESMM**

hereinafter referred to as "Coordinator", represented for the signing of this Agreement by the **Executive Director, Denisa GIBOVIC**

and on the other hand,

Full official name of the Beneficiary 5: **Primary School of Vareia**

Fiscal registration code / Unique registration code: 996359928

OID: **E10251114**

Having a bank account in EURO: YES

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
Contract ID: **2021-1-ES01-KA220-SCH-000032687**

Exact name of account holder: ΔΗΜΟΤΙΚΟ ΣΧΟΛΕΙΟ ΒΑΡΕΙΑΣ

Name of the bank: ΤΡΑΠΕΖΑ ΠΕΙΡΑΙΩΣ

IBAN code of the bank account: GR 4301713550006355162279356

SWIFT code: PIRBGRAA

hereinafter referred to as "**Beneficiary 5**", represented for the signing of this Agreement by the **President, TSAGKOU GEORGIA**

## THEY AGREED ON

Special Conditions (hereinafter referred to as the "Special Conditions") and the following annexes:

**Annex I General Conditions** (hereinafter referred to as the "General Conditions") published on [www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido](http://www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido)

**Annex II Project description;** Estimated project budget; List of others beneficiary

**Annex III Financial and contractual rules** published on [www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido](http://www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido)

**Annex V Mandates** given to the Coordinator by the other Beneficiaries which are an integral part of the Contract.

**The provisions set out in the Special Conditions shall prevail over those set out in the Annexes.**

**The provisions set out in Annex I "General Conditions" shall prevail over those in the other Annexes. The provisions set out in Annex III shall prevail over those in Annexes II, IV.**

**In Annex II, the section on the Estimated Budget takes precedence over the section on Project Description.**

## **SPECIAL CONDITIONS CONTENTS**

Article I.1 - Object of the contract

Article I.2 - Entry into force of the contract and its duration Article I.3 - Maximum amount and form of financing

Article I.4 - Provisions regarding reporting and payment methods

I.4.1 - Payments to be made

I.4.2 - Interim reports and subsequent installments (pre-financing)

I.4.3 - Final report and balance payment request

I.4.4 - Balance payment

I.4.5 - Notification of amounts due

I.4.6 - Currency for payments

I.4.7 - Currency used for payment requests and conversion into euros

I.4.8 - The language in which payment requests and reports are made

I.4.9 - Date of payment

I.4.10 - Bank transfer costs

-Bank account for making payments

Article I.5 - The data operator and the contact details of the parties

I.5.1 - The data operator

I.5.2 - Contact details of the Beneficiaries

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Article I.7 - Additional provisions regarding the information of the participants regarding the processing of their personal data

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Article I.10 - Use of IT tools

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I.10.2 - Erasmus + project results dissemination platform

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Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
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Article I.12 – Additional provisions on the visibility of EU funding Article I.13- Support for participants

Article I.14 – Provisions regarding intended inclusion support participant Article I.15 – Online language support (OLS)

Article I.16- Special provisions regarding budgetary transfer Article I.17 - Special provisions on financial liability for recoveries Article I.18 - Specific derogations from Annex I - General Condition

## **ARTICLE I.1 –SUBJECT OF THE CONTRACT**

I.1.1 AN Spain has decided to provide funding, in accordance with the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Contract, for the development of the Project entitled **GREENER GREEN SCHOOLS (Developing sustainability practices in primary schools)** (hereinafter referred to as "the Project") under the Erasmus + Program, Key Action 2 – Cooperation Partnership, as described in Annex II.

I.1.2. By signing the Contract, all parts (Coordinator and Beneficiary no 2) accept the funding and agree to carry out the Project, assuming full responsibility for its implementation.

## **ARTICLE I.2 – ENTRY INTO FORCE OF THE CONTRACT AND ITS DURATION**

**I.2.1 The contract shall enter into force on the date of its signature by the last of them two parts.**

**I.2.2 The project will run for a period of 24 months, starting on 01.02.2022 and ending on 31.01.2023.**

## **ARTICLE I.3 –MAXIMUM AMOUNT AND FORM OF FINANCING**

**I.3.1 Funding will be in the maximum amount of 26.903,00 EUR.**

**I.3.2 For the estimated budget specified in Annex II and the eligible costs and financial rules specified in Annex III, the grant shall take the form of:**

a) reimbursement of eligible project costs ("reimbursement of eligible costs") Which are: actually made

declared on the basis of unit costs

reimbursement of costs declared on the basis of a lump sum

## **ARTICLE I.4 – PROVISIONS REGARDING REPORTING AND METHODS OF PAYMENT**

The following reporting and payment provisions apply:

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

The Coordinator will make the following payments to the Beneficiary no 5:

- payment of the first tranche (pre-financing/ 30%)/from 8.070,90 EUR.
- payment of the second tranche (pre-financing/ 30%); from 8.070,90 EUR
- payment of the second tranche (pre-final financing according justified/ 20%); from 5.380,60 EUR
- payment of the balance, made on the basis of the request provided for in Article I.4.4.

### **I.4.2 Interim reports and subsequent installments (pre-financing)**

By 01.01.2023, the Beneficiary no 5 must complete an interim report on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project, referred to in Article I.2.2 to 30.01.2023.

By 30.01.2024, the Beneficiary no 5 must complete a second interim report on the implementation of the Project, covering the reporting period from 01.02.2023 until 31.01.2024.

If the interim reports shows that Beneficiary no 5 will not be able to use the maximum amount of funding specified in Article I.3.1 during the contractual period referred to in Article I.2.2, the Coordinator in collaboration with AN Spain will issue an additional act reducing accordingly, the maximum amount of funding and, if the reduced amount of funding is less than the advance transferred by that date by the Coordinator, the Coordinator will recover the difference from the Beneficiary no 5, in accordance with the provisions of Article II.26 of the General Conditions.

### **I.4.3 The final report and the request for payment of the balance**

Financing agreement – Cooperatbn partnership project - Multiple beneficiaries – 2021  
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Within 60 calendar days of the end date of the Project referred to in Article I.2.2, the Beneficiary no 5 shall send all information to the Coordinator in order complete a final report on the implementation of the Project and upload all project results to the Erasmus + Project Results Platform, in accordance with the provisions of Article I.11.2. The report shall contain the information necessary to justify the amount claimed on the basis of unit costs, if the grant takes the form of reimbursement of unit costs, lump sum or eligible costs actually incurred, in accordance with the provisions of Annex III.

The final report is considered to be the Coordinator's request for payment of the balance.

The final report is considered to be the Coordinator's request for payment of the balance. Beneficiary No 5 must certify that the information provided in the financial report is complete, correct and true. He must also certify that all costs incurred can be considered eligible under the Contract and that all costs are supported by appropriate supporting documents, which will be presented in the context of the controls or audits provided for in Article II.27 of the General Conditions.

#### **I.4.4 Payment of the balance**

The payment of the balance is intended to reimburse or cover the remaining part of the eligible costs incurred by Beneficiary no. 5 for the implementation of the Project.

The NA Spain determines the amount of the balance by subtracting the total amount of the advance already paid from the final amount of the grant established in accordance with Article II.25 of the General Conditions.

If the total amount of previous payments is greater than the final amount of the grant determined in accordance with Article II.25, the balance shall take the form of a recovery as provided for in Article

II.26 of the General Conditions.

If the total amount of previous payments is less than the final amount of the grant determined in accordance with Article II.25, the NA shall pay the amount to the Coordinator and the Coordinator to the Beneficiary no 5 - due as a balance within 90 Financing agreement – Cooperatbn partnership project - Multiple beneficiaries – 2021 Contract ID: **2021-1-ES01-KA220-SCH-000032687**

calendar days of receipt of the documents referred to in Article I.4.4 , unless Article II.24.1 or II.24.2 of the General Conditions.

Payment is subject to the approval of the final report and the documents attached to it. Their approval does not imply recognition of the conformity or authenticity, completeness and correctness of the statements and information contained therein.

The amount to be paid may be offset, without the consent of Beneficiary No. 5, by any other amount due by the beneficiary to ERASMUS + Programs, up to the maximum amount of funding related to Beneficiary No. 5 - mentioned in the estimated budget in Annex II.

#### **I.4.5. Notification of amounts due**

AN Spain must send an official notification to the Coordinator and the coordinator of Beneficiary No. 5:

- a) by which to inform him on the amount due; and
- b) specifying whether it refers to the payment of a second tranche or the payment of the balance.

**In case of payment of the balance, the Coordinator will also specify the final amount of the grant established in accordance with Article II.25 of the General Conditions**

#### **I.4.6 Currency for payments**

The coordinator will make payments in euros.

#### **I.4.7 Currency used for payment requests and conversion into euro**

Payment requests must be made in euros.

Any conversion into euro of costs incurred in other currencies will be made by the Beneficiaries at the monthly exchange rate set by the European Commission and published its website applicable on the date on which the contract is signed by NA Spain, respective **February 2022**.

[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)

#### **I.4.8 The language in which payment requests and reports are made**

All payment requests and reports will be submitted in the language of the partnership respective

**English language.**

#### **I.4.9 Date of payment**

Payments made by the Coordinator shall be deemed to be made on the date on which they are debited to its account.

#### **I.4.10 Bank transfer costs**

The costs of payment transfers are as follows:

- (a) the coordinator shall bear the transfer costs charged by his bank;
- (b) the party causing the repetition of a transfer shall bear all the costs of the repeated transfer.

#### **-BANK ACCOUNT FOR MAKING PAYMENTS**

All payments must be made to the Beneficiary's bank account, as indicated on page 1 of this Agreement.

#### **ARTICLE I.5 -DATA OPERATOR AND DATA CONTACT OF PARTIES**

##### **I.5.1 Data operator**

The entity acting as a data controller in accordance with Article II.7 or the data controller shall be: Unit B4Direction B – Youth, Education and Sport Erasmus+ European CommissionB-1049 Bruxelles Belgium

### **I.5.2 Contact details of the Beneficiaries**

Any communication addressed by the Coordinator will be sent to the contact details of the beneficiary on page 1&2 of this contract.

#### **ARTICLE I.6 –ADDITIONAL REPORTING PROVISIONS ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

Beneficiaries must present in the final report the measures put in place to ensure that their data processing operations comply with Regulation (EU) 2018/1725, in accordance with the obligations set out in Article II.7, at least on the following topics: security of processing, the confidentiality of the processing, the assistance provided to the data controller, the retention of data, the contribution to audits, including inspections, the establishment of personal data records for all categories of processing activities carried out on behalf of the controller.

#### **ARTICLE I.7 –ADDITIONAL PROVISIONS REGARDING THE INFORMATION OF PARTICIPANTS REGARDING THE PROCESSING OF THEIR PERSONAL DATA**

Beneficiaries must provide participants with the relevant privacy statement for the processing of their personal data before it is encrypted in the electronic management systems for Erasmus + mobility activities.

#### **ARTICLE I.8 – PROTECTION AND SAFETY OF PARTICIPANTS**

Beneficiaries must have effective procedures and measures in place to provide security and protection to Project participants.

Beneficiaries must ensure that appropriate insurance policies have been concluded for participants involved in mobility activities or learning, teaching and training activities.

Prior to any participation of minors in the Project, the Beneficiaries must ensure full compliance with the regulations on the protection and safety of minors, as defined in the applicable legislation in the countries of origin and in the host countries, including, but not limited to: the consent of the parents or legal guardians, the insurance procedures and the age limits.

#### **ARTICLE I.9 –ADDITIONAL PROVISIONS CONCERNING PRE-EXISTING RIGHTS AND USE OF RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.9.3 of the General Conditions, if the Beneficiaries produce educational materials during the implementation of the project, these materials must be available via the Internet, free of charge and under open licenses.

Open license - the way in which the owner of a work gives others permission to use that resource. Each resource is associated with a license. There are different types of open licenses depending on the degree of permissions granted or the limitations imposed, and the Beneficiary is free to choose the specific license to apply for their work. An open license must be associated with each of the resources produced. An open license is not a transfer of copyright or intellectual property rights (IPR).

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##### **I.10.1 Erasmus + reporting and management tool**

Beneficiary No. 5 has the obligation to provide the coordinator with all necessary and required information in the use of the Erasmus + Electronic Reporting and Management Tool provided by the European Commission to record all information on the activities carried out under the Project (including activities not supported directly with a grant from EU funds) and to complete and submit the interim report (if available

in the Erasmus + reporting and management tool and for the cases referred to in Article I.4.3) and the final report.

#### **I.10.2 Platform for disseminating Erasmus + project results (Erasmus+ Project Results Platform)**

Beneficiary No 5 is obliged to send to the Coordinator all the results obtained for upload to the Erasmus + Dissemination Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects/>), in accordance with the instructions provided. within it.

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Financing agreement – Cooperatbn partnership project - Multiple beneficiaries – 2021  
Contract ID: **2021-1-ES01-KA220-SCH-000032687**

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1. The second paragraph of Article II.10.1 shall read as follows: "Beneficiaries must ensure that AN Spain, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 and in respect of the beneficiaries' contractors."

2. Article II.18 shall read as follows:

„II.18.1 The settlement of disputes regarding the execution of this Contract is regulated

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II.18.2 The competent courts shall be the courts of Girona, which shall have exclusive jurisdiction to settle any dispute between the Coordinator and the Beneficiary concerning the interpretation, application and validity of this Agreement, in the event that such dispute cannot be settled amicably.

### SIGNATURES

Coordinator

**BLUE ROOM INNOVATION SL**

**Denisa Gibovic**

Director

X7291008P Firmado digitalmente por X7291008P DENISA GIBOVIC (R: B55237689) Fecha: 2022.04.25 15:42:15 +02'00'  
signature

Realized in Barcelona, Spain

7.02.2022

Beneficiary no 5

**PRIMARY SCHOOL OF VAREIA**

**TSAGKOU GEORGIA**

DIRECTOR

signature

Realized in MYTILINI,

Date: 15/4/2022



## Financing agreement

Cooperation partnership project with multiple beneficiaries within the ERASMUS + 1 Program

**Contract ID –2021-1-ES01-KA220-SCH-000032687**

This Agreement (hereinafter referred to as "the Agreement") is concluded between the following parties: on the one hand,

Full official name of the Coordinator: **BLUE ROOM INNOVATION SL**

Official legal form: SME

Full official address: Gran Via Carles III, 98 planta 10, 08028 Barcelona

code / Unique registration code: **ESB55237689**

OID: **E10185524,**

Having a bank account in EURO:

Exact name of account holder: **BLUE ROOM INNOVATION SL**

Name of the bank: **BBVA**

IBAN code of the bank account: **ES87 0182 2770 9202 0172 3861**

SWIFT code: **BBVAESMM**

hereinafter referred to as "Coordinator", represented for the signing of this Agreement by the **Executive Director, Denisa GIBOVIC**

and on the other hand,

Full official name of the Beneficiary 6: **Bell-lloc School**

Fiscal registration code / Unique registration code: **A-17015215**

OID: **E10165256**

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
Contract ID: **2021-1-ES01-KA220-SCH-000032687**

Having a bank account in EURO:

Exact name of account holder: **BELL-LLOC DEL PLA, S.A.**

Name of the bank: **CAIXABANK**

IBAN code of the bank account: **ES34 2100 0002 5702 0090 2308**

SWIFT code: **CAIXESBBXXX**

hereinafter referred to as "**Beneficiary 6**", represented for the signing of this Agreement by the **Director, RAMON HOMS MARQUÈS**

## **THEY AGREED ON**

Special Conditions (hereinafter referred to as the "Special Conditions") and the following annexes:

**Annex I General Conditions** (hereinafter referred to as the "General Conditions") published on [www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido](http://www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido)

**Annex II Project description;** Estimated project budget; List of others beneficiary

**Annex III Financial and contractual rules** published on [www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido](http://www.sepie.es/formacion-profesional/seguimiento-2021-KA2.html#contenido)

**Annex V Mandates** given to the Coordinator by the other Beneficiaries which are an integral part of the Contract.

**The provisions set out in the Special Conditions shall prevail over those set out in the Annexes.**

**The provisions set out in Annex I "General Conditions" shall prevail over those in the other Annexes. The provisions set out in Annex III shall prevail over those in Annexes II, IV.**

**In Annex II, the section on the Estimated Budget takes precedence over the section on Project Description.**

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## ARTICLE I.1 –SUBJECT OF THE CONTRACT

I.1.1 AN Spain has decided to provide funding, in accordance with the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Contract, for the development of the Project entitled **GREENER GREEN SCHOOLS (Developing sustainability practices in primary schools)** (hereinafter referred to as "the Project") under the Erasmus + Program, Key Action 2 – Cooperation Partnership, as described in Annex II.

I.1.2. By signing the Contract, all parts (Coordinator and Beneficiary no 2) accept the funding and agree to carry out the Project, assuming full responsibility for its implementation.

## ARTICLE I.2 – ENTRY INTO FORCE OF THE CONTRACT AND ITS DURATION

**I.2.1** The contract shall enter into force on the date of its signature by the last of them two parts.

**I.2.2** The project will run for a period of 24 months, starting on 01.02.2022 and ending on 31.01.2023.

## ARTICLE I.3 –MAXIMUM AMOUNT AND FORM OF FINANCING

**I.3.1** Funding will be in the maximum amount of 27.958,00 EUR.

**I.3.2** For the estimated budget specified in Annex II and the eligible costs and financial rules specified in Annex III, the grant shall take the form of:

- a) reimbursement of eligible project costs ("reimbursement of eligible costs") Which are: actually made

declared on the basis of unit costs

reimbursement of costs declared on the basis of a lump sum

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
Contract ID: **2021-1-ES01-KA220-SCH-000032687**

## ARTICLE I.4 – PROVISIONS REGARDING REPORTING AND METHODS OF PAYMENT

The following reporting and payment provisions apply:

### I.4.1 Payments to be made

The Coordinator will make the following payments to the Beneficiary no 6:

- payment of the first tranche (pre-financing/ 30%)/from 8.387,40 EUR.
- payment of the second tranche (pre-financing/ 30%); from 8.387,40 EUR.
- payment of the second tranche (pre-final financing according justified/ 20%); from 5.591,60 EUR
- payment of the balance, made on the basis of the request provided for in Article I.4.4.

### I.4.2 Interim reports and subsequent installments (pre-financing)

By 01.01.2023, the Beneficiary no 6 must complete an interim report on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project, referred to in Article I.2.2 to 30.01.2023.

By 30.01.2024, the Beneficiary no 6 must complete a second interim report on the implementation of the Project, covering the reporting period from 01.02.2023 until 31.01.2024.

If the interim reports shows that Beneficiary no 6 will not be able to use the maximum amount of funding specified in Article I.3.1 during the contractual period referred to in Article I.2.2, the Coordinator in collaboration with AN Spain will issue an additional act reducing accordingly, the maximum amount of funding and, if the reduced amount of funding is less than the advance transferred by that date by the Coordinator, the Coordinator will recover the difference from the Beneficiary no 6, in accordance with the provisions of Article II.26 of the General Conditions.

### **I.4.3 The final report and the request for payment of the balance**

Within 60 calendar days of the end date of the Project referred to in Article I.2.2, the Beneficiary no 6 shall send all information to the Coordinator in order complete a final report on the implementation of the Project and upload all project results to the Erasmus + Project Results Platform, in accordance with the provisions of Article I.11.2. The report shall contain the information necessary to justify the amount claimed on the basis of unit costs, if the grant takes the form of reimbursement of unit costs, lump sum or eligible costs actually incurred, in accordance with the provisions of Annex III.

The final report is considered to be the Coordinator's request for payment of the balance.

The final report is considered to be the Coordinator's request for payment of the balance. Beneficiary No 6 must certify that the information provided in the financial report is complete, correct and true. He must also certify that all costs incurred can be considered eligible under the Contract and that all costs are supported by appropriate supporting documents, which will be presented in the context of the controls or audits provided for in Article II.27 of the General Conditions.

### **I.4.4 Payment of the balance**

The payment of the balance is intended to reimburse or cover the remaining part of the eligible costs incurred by Beneficiary no. 6 for the implementation of the Project.

The NA Spain determines the amount of the balance by subtracting the total amount of the advance already paid from the final amount of the grant established in accordance with Article II.25 of the General Conditions.

If the total amount of previous payments is greater than the final amount of the grant determined in accordance with Article II.25, the balance shall take the form of a recovery as provided for in Article

II.26 of the General Conditions.

If the total amount of previous payments is less than the final amount of the grant determined in accordance with Article II.25, the NA shall pay the amount to the Coordinator and the Coordinator to the Beneficiary no 6 - due as a balance within 90 calendar days of receipt of the documents referred to in Article I.4.4 , unless Article II.24.1 or II.24.2 of the General Conditions.

Payment is subject to the approval of the final report and the documents attached to it. Their approval does not imply recognition of the conformity or authenticity, completeness and correctness of the statements and information contained therein.

The amount to be paid may be offset, without the consent of Beneficiary No. 6, by any other amount due by the beneficiary to ERASMUS + Programs, up to the maximum amount of funding related to Beneficiary No. 6 - mentioned in the estimated budget in Annex II.

#### **I.4.5. Notification of amounts due**

AN Spain must send an official notification to the Coordinator and the coordinator of Beneficiary No. 6:

- a) by which to inform him on the amount due; and
- b) specifying whether it refers to the payment of a second tranche or the payment of the balance.

**In case of payment of the balance, the Coordinator will also specify the final amount of the grant established in accordance with Article II.25 of the General Conditions**

#### **I.4.6 Currency for payments**

The coordinator will make payments in euros.

#### **I.4.7 Currency used for payment requests and conversion into euro**

Payment requests must be made in euros.

Any conversion into euro of costs incurred in other currencies will be made by the Beneficiaries at the monthly exchange rate set by the European Commission and published its website applicable on the date on which the contract is signed by NA Spain, respective **February 2022**.

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)

#### **I.4.8 The language in which payment requests and reports are made**

All payment requests and reports will be submitted in the language of the partnership respective

**English language.**

#### **I.4.9 Date of payment**

Payments made by the Coordinator shall be deemed to be made on the date on which they are debited to its account.

#### **I.4.10 Bank transfer costs**

The costs of payment transfers are as follows:

- (a) the coordinator shall bear the transfer costs charged by his bank;
- (b) the party causing the repetition of a transfer shall bear all the costs of the repeated transfer.

#### **–BANK ACCOUNT FOR MAKING PAYMENTS**

All payments must be made to the Beneficiary's bank account, as indicated on page 1 of this Agreement.

## **ARTICLE I.5 –DATA OPERATOR AND DATA CONTACT OF PARTIES**

### **I.5.1 Data operator**

The entity acting as a data controller in accordance with Article II.7 or the data controller shall be: Unit B4 Direction B – Youth, Education and Sport Erasmus+ European Commission B-1049 Bruxelles Belgium

### **I.5.2 Contact details of the Beneficiaries**

Any communication addressed by the Coordinator will be sent to the contact details of the beneficiary on page 1&2 of this contract.

## **ARTICLE I.6 –ADDITIONAL REPORTING PROVISIONS ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

Beneficiaries must present in the final report the measures put in place to ensure that their data processing operations comply with Regulation (EU) 2018/1725, in accordance with the obligations set out in Article II.7, at least on the following topics: security of processing, the confidentiality of the processing, the assistance provided to the data controller, the retention of data, the contribution to audits, including inspections, the establishment of personal data records for all categories of processing activities carried out on behalf of the controller.

## **ARTICLE I.7 –ADDITIONAL PROVISIONS REGARDING THE INFORMATION OF PARTICIPANTS REGARDING THE PROCESSING OF THEIR PERSONAL DATA**

Beneficiaries must provide participants with the relevant privacy statement for the processing of their personal data before it is encrypted in the electronic management systems for Erasmus + mobility activities.

## **ARTICLE I.8 – PROTECTION AND SAFETY OF PARTICIPANTS**

Beneficiaries must have effective procedures and measures in place to provide security and protection to Project participants.

Beneficiaries must ensure that appropriate insurance policies have been concluded for participants involved in mobility activities or learning, teaching and training activities.

Prior to any participation of minors in the Project, the Beneficiaries must ensure full compliance with the regulations on the protection and safety of minors, as defined in the applicable legislation in the countries of origin and in the host countries, including, but not limited to: the consent of the parents or legal guardians, the insurance procedures and the age limits.

#### **ARTICLE I.9 –ADDITIONAL PROVISIONS CONCERNING PRE-EXISTING RIGHTS AND USE OF RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.9.3 of the General Conditions, if the Beneficiaries produce educational materials during the implementation of the project, these materials must be available via the Internet, free of charge and under open licenses.

Open license - the way in which the owner of a work gives others permission to use that resource. Each resource is associated with a license. There are different types of open licenses depending on the degree of permissions granted or the limitations imposed, and the Beneficiary is free to choose the specific license to apply for their work. An open license must be associated with each of the resources produced. An open license is not a transfer of copyright or intellectual property rights (IPR).

If the materials or documents are subject to moral or third-party rights (including intellectual property rights or the rights of individuals with respect to their image and voice), Beneficiaries must ensure that they comply with their obligations under Article II.9.2 in particular by obtaining the necessary licenses and authorizations from the holders of the rights in question.

Beneficiaries must ensure that the internet address used is valid and up-to-date. If the hosting of the website is interrupted, the Beneficiaries must remove the site from the organization registration system (ORS), in order to avoid the risk of the domain being taken over by another party and redirected to other websites.

#### **ARTICLE I.10 – USE OF IT TOOLS**

##### **I.10.1 Erasmus + reporting and management tool**

Beneficiary No. 6 has the obligation to provide the coordinator with all necessary and required information in the use of the Erasmus + Electronic Reporting and Management Tool provided by the European Commission to record all information on the activities carried out under the Project (including activities not supported directly with a grant from EU funds) and to complete and submit the interim report (if available in the Erasmus + reporting and management tool and for the cases referred to in Article I.4.3) and the final report.

#### **I.10.2 Platform for disseminating Erasmus + project results (Erasmus+ Project Results Platform)**

Beneficiary No 6 is obliged to send to the Coordinator all the results obtained for upload to the Erasmus + Dissemination Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects/>), in accordance with the instructions provided. within it.

#### **ARTICLE I.11 – ADDITIONAL PROVISIONS CONCERNING SUBCONTRACTING**

By way of derogation from the provisions of Article II.11 of the General Conditions, the Beneficiaries may not subcontract activities financed from the budgetary category. "Project results".

By way of derogation, the provisions of points (c) and (d) of Article II.11.1 of the General Conditions shall not apply to any budgetary category, except for Exceptional Costs.

#### **ARTICLE I.12 – ADDITIONAL PROVISIONS ON THE VISIBILITY OF EUROPEAN UNION FINANCING**

Without derogation from Article II.8 of the General Conditions, Beneficiaries must make known the funding received under the Erasmus + program in all communications and promotional materials, including on websites and social networks. Instructions for Beneficiaries and other third parties are available at: [www.sepie.es/comunicacion//imagen.html](http://www.sepie.es/comunicacion//imagen.html)

### **ARTICLE I.13 –SUPPORT FOR PARTICIPANTS**

If the implementation of the Project involves the provision of support to participants, the Beneficiaries will provide such support in accordance with the conditions set out in Annex II and Annex IV.

Beneficiaries must:

- Either transfer financial support for the transport / individual support / language support budget categories in full to the participants in the project activities, applying the unit-based cost scales as specified in Annex IV;
- Either provide for the participants in the project activities, transport, subsistence, language support in the form of providing the necessary goods and services. In this case, the Beneficiaries will ensure that the provision of these goods and services will comply with the required quality and safety standards.

Beneficiaries may combine the two options set out in the previous paragraph, provided that they ensure equal and fair treatment for all participants. In this case, the conditions for each option will apply to the budget categories to which that option applies.

### **ARTICLE I.14 –SUPPLY OF INCLUSION SUPPORT INTENDED FOR PARTICIPANTS**

If funding has been approved for inclusion support for participants, the Beneficiary will be responsible for ensuring adequate pre-financing for low-opportunity participants receiving the inclusion grant. Specifically, participants with limited opportunities may not be required to pre-finance their activities in person.

### **ARTICLE I.15 – LINGUISTIC SUPPORT ONLINE (OLS – Online Language Support) - Not applicable.**

N/A

### **ARTICLE I.16 –SPECIAL PROVISIONS CONCERNING BUDGET TRANSFERS**

The beneficiary shall be allowed to transfer funds between different budget categories, which will lead to changes in the estimated budget and related activities described in Annex II, without requesting an addendum to the financing agreement, as specified in Article II.13, provided that:

- the project is implemented in accordance with the approved project application form and the general objectives described in Annex II.
- and the following specific rules are observed:

- a) Project results, Multiplication events and Learning / teaching / training activities: The beneficiary is allowed to transfer up to 30% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article) without requesting an additional act to the financing contract. The beneficiary is allowed to transfer additional funds to these budget categories without request in an addendum to the grant agreement.
- b) Under the budget category "Learning / teaching / training activities": The beneficiary is allowed to make any transfers between the funds allocated to "Transport", "Individual support" and "Language support" without requesting an addendum to the financing agreement.
- c) Transnational Project Meetings and Inclusive Support for Organizations: The beneficiary is allowed to transfer up to 100% of the allocated funds to any other budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.
- d) Project management and implementation and Exceptional costs for subcontracting and procurement of goods and services: The beneficiary is allowed to transfer up to 100% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article). The beneficiary is not allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.
- e) Participation support for participants: The beneficiary shall be allowed to transfer up to 15% of the funds allocated from this category to any other budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to this budget category without requesting an addendum to the grant agreement.
- f) Exceptional travel costs and financial guarantee: The beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment and provided that a relevant justification of the expenditure is included in the final report.

By way of derogation from points (a) and (b) of this Article, for the purpose of providing a financial guarantee to the extent required by the NA in Article I.4.2., Beneficiaries shall be allowed to transfer funds allocated to any budget category (except inclusion support for participants) to the budget category "Exceptional costs".

## ARTICLE I.17 –SPECIAL PROVISIONS CONCERNING FINANCIAL RESPONSIBILITY FOR RECOVERY

The financial liability of each Beneficiary is limited to the amount received by the Beneficiary concerned.

## ARTICLE I.18 – SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

1. The second paragraph of Article II.10.1 shall read as follows: "Beneficiaries must ensure that AN Spain, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 and in respect of the beneficiaries' contractors."

2. Article II.18 shall read as follows:

„II.18.1 The settlement of disputes regarding the execution of this Contract is regulated by Spanish law.

II.18.2 The competent courts shall be the courts of Girona, which shall have exclusive jurisdiction to settle any dispute between the Coordinator and the Beneficiary concerning the interpretation, application and validity of this Agreement, in the event that such dispute cannot be settled amicably.

## SIGNATURES

Coordinator

**BLUE ROOM INNOVATION SL**

**Denisa Gibovic**

**Director**

X7291008P Firmado digitalmente por  
DENISA X7291008P  
GIBOVIC (R: B55237689)  
B55237689) Fecha: 2022.04.13  
09:26:00 +02'00'

signature

Realized in Barcelona, Spain

Beneficiary no 6

**INSTITUTO AGRARIO BELL-LLOC  
DEL PLA SA**

**Ramon Homs Marquès**

**Director**

45463028D Firmado digitalmente  
RAMON HOMS (R: A17015215)  
(R: A17015215) por 45463028D RAMON  
HOMS (R: A17015215)  
Fecha: 2022.04.19  
16:35:05 +02'00'

signature

Realized in Girona, Spain



7.02.2022



Date: 24.03.2022





## Financing agreement

Cooperation partnership project with multiple beneficiaries within the ERASMUS + 1 Program

**Contract ID –2021-1-ES01-KA220-SCH-000032687**

This Agreement (hereinafter referred to as "the Agreement") is concluded between the following parties: on the one hand,

Full official name of the Coordinator: **BLUE ROOM INNOVATION SL**

Official legal form: SME

Full official address: Gran Via Carles III, 98 planta 10, 08028 Barcelona

code / Unique registration code: **ESB55237689**

OID: **E10185524,**

Having a bank account in EURO:

Exact name of account holder: **BLUE ROOM INNOVATION SL**

Name of the bank: **BBVA**

IBAN code of the bank account: **ES87 0182 2770 9202 0172 3861**

SWIFT code: **BBVAESMM**

hereinafter referred to as "Coordinator", represented for the signing of this Agreement by the **Executive Director, Denisa GIBOVIC**

and on the other hand,

Full official name of the Beneficiary 7: **Scuola Europea di Varese**

Fiscal registration code / Unique registration code: **80009540123**

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
Contract ID: **2021-1-ES01-KA220-SCH-000032687**



Having a bank account in EURO:

Exact name of account holder: **SCUOLA EUROPEA DI VARESE**

Name of the bank: **BPER BANCA S.P.A. – Via Vittorio Veneto 2 – 21100 Varese**

IBAN code of the bank account: **IT42X0538710804000042443052**

SWIFT code: **BPMOIT22XXX**

hereinafter referred to as "**Beneficiary 7**", represented for the signing of this Agreement by the **Director, ARIANE FARINELLE**

#### **THEY AGREED ON**

Special Conditions (hereinafter referred to as the "Special Conditions") and the following annexes:

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**The provisions set out in Annex I "General Conditions" shall prevail over those in the other Annexes. The provisions set out in Annex III shall prevail over those in Annexes II, IV.**

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Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
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I.4.9 - Date of payment

I.4.10 - Bank transfer costs

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Article I.5 - The data operator and the contact details of the parties

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Article I.7 - Additional provisions regarding the information of the participants regarding the processing of their personal data

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Article I.9 - Additional provisions on pre-existing rights and use of results (including intellectual and industrial property rights)

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I.10.1 - Erasmus + reporting and management tool

I.10.2 - Erasmus + project results dissemination platform

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
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## ARTICLE I.1 –SUBJECT OF THE CONTRACT

I.1.1 AN Spain has decided to provide funding, in accordance with the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Contract, for the development of the Project entitled **GREENER GREEN SCHOOLS (Developing sustainability practices in primary schools)** (hereinafter referred to as "the Project") under the Erasmus + Program, Key Action 2 – Cooperation Partnership, as described in Annex II.

I.1.2. By signing the Contract, all parts (Coordinator and Beneficiary no 2) accept the funding and agree to carry out the Project, assuming full responsibility for its implementation.

## ARTICLE I.2 – ENTRY INTO FORCE OF THE CONTRACT AND ITS DURATION

**I.2.1** The contract shall enter into force on the date of its signature by the last of them two parts.

**I.2.2** The project will run for a period of 24 months, starting on 01.02.2022 and ending on 31.01.2023.

## ARTICLE I.3 –MAXIMUM AMOUNT AND FORM OF FINANCING

**I.3.1** Funding will be in the maximum amount of 35.961,00 EUR.

**I.3.2** For the estimated budget specified in Annex II and the eligible costs and financial rules specified in Annex III, the grant shall take the form of:

a) reimbursement of eligible project costs ("reimbursement of eligible costs") Which are: actually made

declared on the basis of unit costs

reimbursement of costs declared on the basis of a lump sum

Financing agreement – Cooperation partnership project - Multiple beneficiaries – 2021  
Contract ID: **2021-1-ES01-KA220-SCH-000032687**

## ARTICLE I.4 – PROVISIONS REGARDING REPORTING AND METHODS OF PAYMENT

The following reporting and payment provisions apply:

### I.4.1 Payments to be made

The Coordinator will make the following payments to the Beneficiary no 7:

- payment of the first tranche (pre-financing/ 30%)/from 10.778,30 EUR.
- payment of the second tranche (pre-financing/ 30%); from 10.778,30 EUR.
- payment of the second tranche (pre-final financing according justified/ 20%); from 7.192,20 EUR
- payment of the balance, made on the basis of the request provided for in Article I.4.4.

### I.4.2 Interim reports and subsequent installments (pre-financing)

By 01.01.2023, the Beneficiary no 7 must complete an interim report on the implementation of the Project, covering the reporting period from the beginning of the implementation of the Project, referred to in Article I.2.2 to 30.01.2023.

By 30.01.2024, the Beneficiary no 7 must complete a second interim report on the implementation of the Project, covering the reporting period from 01.02.2023 until 31.01.2024.

If the interim reports shows that Beneficiary no 7 will not be able to use the maximum amount of funding specified in Article I.3.1 during the contractual period referred to in Article I.2.2, the Coordinator in collaboration with AN Spain will issue an additional act reducing accordingly, the maximum amount of funding and, if the reduced amount of funding is less than the advance transferred by that date by the Coordinator, the Coordinator will recover the difference from the Beneficiary no 7, in accordance with the provisions of Article II.26 of the General Conditions.

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### **I.4.3 The final report and the request for payment of the balance**

Within 60 calendar days of the end date of the Project referred to in Article I.2.2, the Beneficiary no 7 shall send all information to the Coordinator in order complete a final report on the implementation of the Project and upload all project results to the Erasmus + Project Results Platform, in accordance with the provisions of Article I.11.2. The report shall contain the information necessary to justify the amount claimed on the basis of unit costs, if the grant takes the form of reimbursement of unit costs, lump sum or eligible costs actually incurred, in accordance with the provisions of Annex III.

The final report is considered to be the Coordinator's request for payment of the balance.

The final report is considered to be the Coordinator's request for payment of the balance. Beneficiary No 7 must certify that the information provided in the financial report is complete, correct and true. He must also certify that all costs incurred can be considered eligible under the Contract and that all costs are supported by appropriate supporting documents, which will be presented in the context of the controls or audits provided for in Article II.27 of the General Conditions.

### **I.4.4 Payment of the balance**

The payment of the balance is intended to reimburse or cover the remaining part of the eligible costs incurred by Beneficiary no. 7 for the implementation of the Project.

The NA Spain determines the amount of the balance by subtracting the total amount of the advance already paid from the final amount of the grant established in accordance with Article II.25 of the General Conditions.

If the total amount of previous payments is greater than the final amount of the grant determined in accordance with Article II.25, the balance shall take the form of a recovery as provided for in Article

II.26 of the General Conditions.

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If the total amount of previous payments is less than the final amount of the grant determined in accordance with Article II.25, the NA shall pay the amount to the Coordinator and the Coordinator to the Beneficiary no 7 - due as a balance within 90 calendar days of receipt of the documents referred to in Article I.4.4 , unless Article II.24.1 or II.24.2 of the General Conditions.

Payment is subject to the approval of the final report and the documents attached to it. Their approval does not imply recognition of the conformity or authenticity, completeness and correctness of the statements and information contained therein.

The amount to be paid may be offset, without the consent of Beneficiary No. 7, by any other amount due by the beneficiary to ERASMUS + Programs, up to the maximum amount of funding related to Beneficiary No. 7 - mentioned in the estimated budget in Annex II.

#### **I.4.5. Notification of amounts due**

AN Spain must send an official notification to the Coordinator and the coordinator of Beneficiary No. 7:

- a) by which to inform him on the amount due; and
- b) specifying whether it refers to the payment of a second tranche or the payment of the balance.

**In case of payment of the balance, the Coordinator will also specify the final amount of the grant established in accordance with Article II.25 of the General Conditions**

#### **I.4.6 Currency for payments**

The coordinator will make payments in euros.

#### **I.4.7 Currency used for payment requests and conversion into euro**

Payment requests must be made in euros.

Any conversion into euro of costs incurred in other currencies will be made by the Beneficiaries at the monthly exchange rate set by the European Commission and published its website applicable on the date on which the contract is signed by NA Spain, respective **February 2022**.

[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)

#### **I.4.8 The language in which payment requests and reports are made**

All payment requests and reports will be submitted in the language of the partnership respective

**English language.**

#### **I.4.9 Date of payment**

Payments made by the Coordinator shall be deemed to be made on the date on which they are debited to its account.

#### **I.4.10 Bank transfer costs**

The costs of payment transfers are as follows:

- (a) the coordinator shall bear the transfer costs charged by his bank;
- (b) the party causing the repetition of a transfer shall bear all the costs of the repeated transfer.

#### **–BANK ACCOUNT FOR MAKING PAYMENTS**

All payments must be made to the Beneficiary's bank account, as indicated on page 1 of this Agreement.



## **ARTICLE I.5 –DATA OPERATOR AND DATA CONTACT OF PARTIES**

### **I.5.1 Data operator**

The entity acting as a data controller in accordance with Article II.7 or the data controller shall be: Unit B4 Direction B – Youth, Education and Sport Erasmus+ European Commission B-1049 Bruxelles Belgium

### **I.5.2 Contact details of the Beneficiaries**

Any communication addressed by the Coordinator will be sent to the contact details of the beneficiary on page 1&2 of this contract.

## **ARTICLE I.6 –ADDITIONAL REPORTING PROVISIONS ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

Beneficiaries must present in the final report the measures put in place to ensure that their data processing operations comply with Regulation (EU) 2018/1725, in accordance with the obligations set out in Article II.7, at least on the following topics: security of processing, the confidentiality of the processing, the assistance provided to the data controller, the retention of data, the contribution to audits, including inspections, the establishment of personal data records for all categories of processing activities carried out on behalf of the controller.

## **ARTICLE I.7 –ADDITIONAL PROVISIONS REGARDING THE INFORMATION OF PARTICIPANTS REGARDING THE PROCESSING OF THEIR PERSONAL DATA**

Beneficiaries must provide participants with the relevant privacy statement for the processing of their personal data before it is encrypted in the electronic management systems for Erasmus + mobility activities.

## **ARTICLE I.8 – PROTECTION AND SAFETY OF PARTICIPANTS**

Beneficiaries must have effective procedures and measures in place to provide security and protection to Project participants.

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Beneficiaries must ensure that appropriate insurance policies have been concluded for participants involved in mobility activities or learning, teaching and training activities.

Prior to any participation of minors in the Project, the Beneficiaries must ensure full compliance with the regulations on the protection and safety of minors, as defined in the applicable legislation in the countries of origin and in the host countries, including, but not limited to: the consent of the parents or legal guardians, the insurance procedures and the age limits.

#### **ARTICLE I.9 –ADDITIONAL PROVISIONS CONCERNING PRE-EXISTING RIGHTS AND USE OF RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.9.3 of the General Conditions, if the Beneficiaries produce educational materials during the implementation of the project, these materials must be available via the Internet, free of charge and under open licenses.

Open license - the way in which the owner of a work gives others permission to use that resource. Each resource is associated with a license. There are different types of open licenses depending on the degree of permissions granted or the limitations imposed, and the Beneficiary is free to choose the specific license to apply for their work. An open license must be associated with each of the resources produced. An open license is not a transfer of copyright or intellectual property rights (IPR).

If the materials or documents are subject to moral or third-party rights (including intellectual property rights or the rights of individuals with respect to their image and voice), Beneficiaries must ensure that they comply with their obligations under Article II.9.2 in particular by obtaining the necessary licenses and authorizations from the holders of the rights in question.

Beneficiaries must ensure that the internet address used is valid and up-to-date. If the hosting of the website is interrupted, the Beneficiaries must remove the site from the organization registration system (ORS), in order to avoid the risk of the domain being taken over by another party and redirected to other websites.

#### **ARTICLE I.10 – USE OF IT TOOLS**

##### **I.10.1 Erasmus + reporting and management tool**

Beneficiary No. 7 has the obligation to provide the coordinator with all necessary and required information in the use of the Erasmus + Electronic Reporting and Management Tool provided by the European Commission to record all information on the activities carried out under the Project (including activities not supported directly with a grant from EU funds) and to complete and submit the interim report (if available in the Erasmus + reporting and management tool and for the cases referred to in Article I.4.3) and the final report.

#### **I.10.2 Platform for disseminating Erasmus + project results (Erasmus+ Project Results Platform)**

Beneficiary No 7 is obliged to send to the Coordinator all the results obtained for upload to the Erasmus + Dissemination Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects/>), in accordance with the instructions provided. within it.

#### **ARTICLE I.11 – ADDITIONAL PROVISIONS CONCERNING SUBCONTRACTING**

By way of derogation from the provisions of Article II.11 of the General Conditions, the Beneficiaries may not subcontract activities financed from the budgetary category. "Project results".

By way of derogation, the provisions of points (c) and (d) of Article II.11.1 of the General Conditions shall not apply to any budgetary category, except for Exceptional Costs.

#### **ARTICLE I.12 – ADDITIONAL PROVISIONS ON THE VISIBILITY OF EUROPEAN UNION FINANCING**

Without derogation from Article II.8 of the General Conditions, Beneficiaries must make known the funding received under the Erasmus + program in all communications and promotional materials, including on websites and social networks. Instructions for Beneficiaries and other third parties are available at: [www.sepie.es/comunicacion//imagen.html](http://www.sepie.es/comunicacion//imagen.html)

#### **ARTICLE I.13 –SUPPORT FOR PARTICIPANTS**

If the implementation of the Project involves the provision of support to participants, the Beneficiaries will provide such support in accordance with the conditions set out in Annex II and Annex IV.

Beneficiaries must:

- Either transfer financial support for the transport / individual support / language support budget categories in full to the participants in the project activities, applying the unit-based cost scales as specified in Annex IV;
- Either provide for the participants in the project activities, transport, subsistence, language support in the form of providing the necessary goods and services. In this case, the Beneficiaries will ensure that the provision of these goods and services will comply with the required quality and safety standards.

Beneficiaries may combine the two options set out in the previous paragraph, provided that they ensure equal and fair treatment for all participants. In this case, the conditions for each option will apply to the budget categories to which that option applies.

#### **ARTICLE I.14 –SUPPLY OF INCLUSION SUPPORT INTENDED FOR PARTICIPANTS**

If funding has been approved for inclusion support for participants, the Beneficiary will be responsible for ensuring adequate pre-financing for low-opportunity participants receiving the inclusion grant. Specifically, participants with limited opportunities may not be required to pre-finance their activities in person.

#### **ARTICLE I.15 – LINGUISTIC SUPPORT ONLINE (OLS – Online Language Support) - Not applicable.**

N/A

#### **ARTICLE I.16 –SPECIAL PROVISIONS CONCERNING BUDGET TRANSFERS**

The beneficiary shall be allowed to transfer funds between different budget categories, which will lead to changes in the estimated budget and related activities described in Annex II, without requesting an addendum to the financing agreement, as specified in Article II.13, provided that:

- the project is implemented in accordance with the approved project application form and the general objectives described in Annex II.
- and the following specific rules are observed:

- a) Project results, Multiplication events and Learning / teaching / training activities: The beneficiary is allowed to transfer up to 30% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article) without requesting an additional act to the financing contract. The beneficiary is allowed to transfer additional funds to these budget categories without request in an addendum to the grant agreement.
- b) Under the budget category "Learning / teaching / training activities": The beneficiary is allowed to make any transfers between the funds allocated to "Transport", "Individual support" and "Language support" without requesting an addendum to the financing agreement.
- c) Transnational Project Meetings and Inclusive Support for Organizations: The beneficiary is allowed to transfer up to 100% of the allocated funds to any other budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.
- d) Project management and implementation and Exceptional costs for subcontracting and procurement of goods and services: The beneficiary is allowed to transfer up to 100% of the funds allocated for each of these categories to any other budget category (subject to all other limits defined in this article). The beneficiary is not allowed to transfer additional funds to these budget categories without requesting an addendum to the grant agreement.
- e) Participation support for participants: The beneficiary shall be allowed to transfer up to 15% of the funds allocated from this category to any other budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to this budget category without requesting an addendum to the grant agreement.
- f) Exceptional travel costs and financial guarantee: The beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (subject to all other limits defined in this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment and provided that a relevant justification of the expenditure is included in the final report.

By way of derogation from points (a) and (b) of this Article, for the purpose of providing a financial guarantee to the extent required by the NA in Article I.4.2., Beneficiaries shall be allowed to transfer funds allocated to any budget category (except inclusion support for participants) to the budget category "Exceptional costs".



## ARTICLE I.17 –SPECIAL PROVISIONS CONCERNING FINANCIAL RESPONSIBILITY FOR RECOVERY

The financial liability of each Beneficiary is limited to the amount received by the Beneficiary concerned.

## ARTICLE I.18 – SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

1. The second paragraph of Article II.10.1 shall read as follows: "Beneficiaries must ensure that AN Spain, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 and in respect of the beneficiaries' contractors."

2. Article II.18 shall read as follows:

„II.18.1 The settlement of disputes regarding the execution of this Contract is regulated by Spanish law.

II.18.2 The competent courts shall be the courts of Girona, which shall have exclusive jurisdiction to settle any dispute between the Coordinator and the Beneficiary concerning the interpretation, application and validity of this Agreement, in the event that such dispute cannot be settled amicably.

## SIGNATURES

Coordinator

**BLUE ROOM INNOVATION SL**

**Denisa Gibovic**

**Director**

X7291008P Firmado digitalmente por  
DENISA GIBOVIC (R: B55237689)  
Fecha: 2022.04.26 15:52:40 +02'00'

signature

Realized in Barcelona, Spain

7.02.2022

Beneficiary no 7

**SCUOLA EUROPEA DI VARESE**

**Ariane Farinelle**

**Director**

signature

Realized in Varese, Italy

26.04.2022

