

GRANT AGREEMENT for a:

**Project with one beneficiary under the EUROPEAN SOLIDARITY CORPS
Programme**

AGREEMENT NUMBER – 2021-1-FR02-ESC51-VTJ-000037405

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

the **National Agency** (hereinafter referred to as "the NA")

Agence du Service Civique / Agence Erasmus + France Jeunesse & Sport

Groupement d'Intérêt Public

Numéro d'enregistrement officiel : 130 011 844

95 avenue de France – 75013 PARIS 13

duly represented for the purposes of signature of this Agreement by **Monsieur David KNECHT, Directeur général**, and acting under delegation by the European Commission, hereinafter referred to as "the Commission",

and

on the other part,

the **beneficiary**

Nom de l'organisme : **Département de la Manche**

Numéro d'enregistrement officiel : 225005024

Adresse complète : Conseil départemental de la Manche 50050 Saint-Lô CEDEX

OID : E10097956

Numéro de labellisation: 2021-1-FR02-ESC50-018843

duly represented for the purposes of signature of this Agreement by Monsieur Jean MORIN, Président

The parties referred to above

HAVE AGREED

to the Special Conditions (“the Special Conditions”) and the following Annexes:

- Annex I General Conditions
- Annex II Description of the Project; Estimated budget of the project
- Annex III Financial and contractual rules
- Annex IV Applicable rates
- Annex V Templates for agreements to be used between beneficiary and participants

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex I ‘General Conditions’ take precedence over those in other Annexes.

The provisions in Annex III take precedence over those in Annexes II, IV and V

Within Annex II, the part on the Estimated budget takes precedence over the part on the Description of the project.

SPECIAL CONDITIONS

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ARTICLE I.1- SUBJECT MATTER OF THE AGREEMENT

1.1.1 The NA has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the project **2021-1-FR02-ESC51-VTJ-000037405** under the European Solidarity Corps Programme, as described in Annex II.

1.1.2 By signing the Agreement, the beneficiary accepts the grant and agrees to implement the Project, acting on its own responsibility.

The beneficiary shall comply with the applicable quality standards and all other rules applying to their Quality Label.

ARTICLE I.2– ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

1.2.1 The Agreement enters into force on the date on which the last party signs it.

1.2.2 Project runs for 11 months, from 01/09/2021 to 31/07/2022.

ARTICLE I.3- MAXIMUM GRANTABLE AMOUNT, AWARDED AMOUNT GRANT AND FORM OF THE GRANT

I.3.1 Maximum grantable amount and Awarded amount grant:

I.3.1.1 The total maximum grantable amount is **19 933,10 EUR** including:

- (i) an eligible grant budget of **18 121,00 EUR**
- (ii) a maximum grantable amount for exceptional costs (reserve pot) of 1 812,10 EUR as specified in article I.3.3

I.3.1.2 The overall grant awarded amount is **18 121,00 EUR** including **0 EUR** of requested amount grant for exceptional costs (*reserve pot*) requested in the initial application.

I.3.2 With regards to the estimated budget specified in Annex II and with the eligible costs and the financial rules specified in Annex III, the grant takes the form of :

a) the reimbursement of the eligible costs of the action ('reimbursement of eligible costs') which are:

- (i) actually incurred
 - (ii) declared on the basis of unit costs
 - (iii) reimbursement of costs declared on the basis of lump sum
 - (iv) reimbursement of costs declared on the basis of flat-rate
 - (v) reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable
- b) unit contribution
 - c) lump sum contribution
 - d) flat-rate contribution
 - e) financing not linked to costs: not applicable

I.3.3 The reserve pot amount is reserved for real cost items :

- exceptionnal costs ;
- inclusion support for participants except inclusion sum lump which is included in the amount of the grant ;
- green travel.

The maximum amount of the reserve pot is about 10% of the amount of the eligible budget. However, in some exceptionally case, the National Agency can approved a reserve pot amount higher than 10% of the amount of the grant awarded.

The reserve pot must be requested by the beneficiary to the National Agency, who accept or not the request. In some exceptional case, National Agency may grant a reserve pot amount higher than 10% within the limit of total allocated global reserve pot budget.

If the reserve pot is requested by the beneficiary and accepted by the National Agency, the Annex II must be completed and validated by the National Agency.

The request can be made within the first 12 months of the project.

ARTICLE I.4– REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions shall apply:

I.4.1 Payments to be made

The NA must make the following payments to the beneficiary:

- a first pre-financing payment;

- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.4.2 First pre-financing payment

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of the NA until the payment of the balance.

The NA must make the pre-financing payment to the beneficiary within 30 calendar days following the entry into force of the Agreement, a first payment of **14 496,80 EUR** corresponding to 80% of the eligible grant budget specified in Article I.3.1.1, added with the amount of exceptional cost requested in the initial application as specified in Article I.3.1.2.

I.4.3 Interim reports and further pre-financing payments

Not applicable.

I.4.4 Final report and request for payment of the balance

Within 60 calendar days after the end date of the Project specified in Article I.2.2, the beneficiary must complete a final report on the implementation of the Project. This report must contain the information needed to justify the amount requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contributions or the eligible costs actually incurred in accordance with Annex III.

The final report is considered as the beneficiary's request for payment of the balance of the grant.

The beneficiary must certify that the information provided in the request for payment of the balance is full, reliable and true. It must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

I.4.5 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiary for the implementation of the project.

The NA determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the NA must pay the balance within 60 calendar days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the NA, up to the maximum amount of the grant.

I.4.6 Notification of amounts due

The NA must send a *formal notification* to the beneficiary:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment or the payment of the balance.

For the payment of the balance, the NA must also specify the final amount of the grant determined in accordance with Article II.25.

I.4.7 Payments to the beneficiary and interest on late payment

The NA must make payments to the beneficiary.

If the NA does not pay within the time limits for payment, the beneficiary is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if the beneficiary is a Member State of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the NA suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, these actions cannot be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.4.11. The NA does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the beneficiary only if the beneficiary requests it within two months of receiving late payment.

I.4.8 Currency for payments

The NA must make payments in euros.

I.4.9 Currency for requests for payments and conversion into euro

Request for payment must be drafted in euros.

The beneficiary with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

The beneficiary with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

I.4.10 Language of requests for payments and reports

All requests for payments and reports must be submitted in French.

I.4.11 Date of payment

Payments by the NA are considered to have been carried out on the date when they are debited to its account unless the national law provides otherwise.

I.4.12 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the NA bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account of which details appears on the bank identity statement attached to this agreement.

ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

I.6.1 Data controller

The entity acting as a data controller as provided for in Article II.7, the data controller is:

Head of Unit B4
Directorate B – Youth, Education & Erasmus+
Directorate-General for Education, Youth, Sport and Culture
European Commission
B-1049 Brussels
Belgium

The localisation of and access to the personal data processed outside EU and EEA by the beneficiaries shall comply with the provisions laid down in Regulation 2018/1725.

I.6.2 Communication details of the NA

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

Agence Erasmus + France Jeunesse et Sport
Agence du Service Civique
95 avenue de France, 75 013 Paris
Adresse mail : clara.kimesa@service-civique.gouv.fr

I.6.3 Communication details of the beneficiary

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

Monsieur Jean MORIN
Département de la Manche
Conseil départemental de la Manche 50050 Saint-Lô CEDEX
mission.europe@manche.fr

ARTICLE I.7 - ADDITIONAL PROVISION ON REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS

The beneficiary shall report in the final report on the measures put in place for ensuring compliance of its data processing operations with the Regulation 2018/1725, in line with the obligations established in the Article II.7 at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller.

ARTICLE I.8 - ADDITIONAL PROVISION ON INFORMING THE PARTICIPANTS ON THE PROCESSING OF THEIR PERSONAL DATA

The beneficiary shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the European Solidarity Corps mobilities.

ARTICLE I.9 - PROTECTION AND SAFETY OF PARTICIPANTS

The beneficiary shall have in place effective procedures and arrangements to provide for the safety and protection of the participants in their Project.

The beneficiary must ensure that each participant has adequate insurance coverage for the activities described in Annex II.

The beneficiary must ensure that each participant in a cross-border activity is covered by the insurance policy provided by the European Solidarity Corps for the entire period of the participant's stay abroad.

ARTICLE I.10 - ADDITIONAL PROVISIONS ON PRE-EXISTING RIGHTS AND THE USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provision of Article II.9.3, if the beneficiary produces educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under Article II.9.2, in particular by obtaining the necessary licences and authorisations from the rights holders concerned.

The beneficiary must ensure that the website address used is valid and up to date. If the website hosting is discontinued the beneficiary must remove the website from Organisation Registration System to avoid the risk that the domain is taken over by another party and redirected to other websites.

ARTICLE I.11 – USE OF IT TOOLS

I.11.1 European Solidarity Corps reporting and management tool (Beneficiary Module)

The beneficiary must make use of the web-based reporting and management tool provided by the European Commission to record all information in relation to the activities undertaken under the Project (including activities that were not directly supported with a grant from EU funds) and to complete and submit the Progress Report, Interim report (if available in the European

Solidarity Corps reporting and management tool and for the cases specified in Article I.4.3) and Final report.

The beneficiary shall encode information regarding the participants and activities as soon as the participants are selected and no later than 2 weeks before the start of the participant's activity.

I.11.2 European Solidarity Corps Project Results Platform

The beneficiary may use the European Solidarity Corps Project Results Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects>) to disseminate project results, in accordance with the instructions provided therein.

I.11.3 European Solidarity Corps Portal

The beneficiary must select its participants from the European Solidarity Corps Portal by sending an offer through the "Placement Administration and Support System" (PASS).

ARTICLE I.12 – ADDITIONAL PROVISIONS ON SUBCONTRACTING

By way of derogation, the provisions set out in points (c) and (d) of Article II.11.1 are not applicable.

ARTICLE I.13 – ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING

Without prejudice to Article II.8, the beneficiary shall acknowledge the support received under the European Solidarity Corps programme in all communication and promotional materials, including on websites and social media. The guidelines for the beneficiary and other third parties are available at https://ec.europa.eu/info/resources-partners/european-commission-visual-identity_en

ARTICLE I.14 – SUPPORT TO PARTICIPANTS

If, while implementing the Project, the beneficiary has to give support to participants, the beneficiary shall provide such support in accordance with the conditions specified in Annex II and Annex IV and V (if applicable).

The beneficiary must:

- Transfer the financial support for the budget category pocket money in full to the young participants, applying the rates for unit contributions as specified in Annex IV;
- and
- Either transfer the financial support for the budget categories *travel and linguistic support* in full to the participants of project activities, applying the rates for unit contributions as specified in Annex IV;
 - Or provide the support for the budget categories: *travel and linguistic support* to participants of project activities in the form of provision of the required goods and services. In such case, the beneficiary must ensure that the provision of these goods and services will meet the necessary quality and safety standards.

The beneficiary may combine the two options set out in the previous paragraph in so far as they ensure fair and equal treatment of all participants. In such case, the conditions applicable to each option must be applied for the budget categories to which the respective option is applied.

ARTICLE I.15 – PROVISION OF INCLUSION SUPPORT FOR PARTICIPANTS

Not applicable.

ARTICLE I.16 – YOUTH PASS CERTIFICATE, CERTIFICATE OF PARTICIPATION

I.16.1 The beneficiary must inform the participants involved in the Project about their right to be supported through the Youthpass process and receive a Youthpass certificate.

I.16.2 The beneficiary should support the participants involved in the Project in an assessment of non-formal learning experiences acquired by them and has the obligation to provide a Youthpass certificate to each individual participant requiring it at the end of the activity.

I.16.3 Without prejudice to the provisions above, the beneficiary must issue each participant With the certificate of participation at the end of the activity.

ARTICLE I.17 - ONLINE LINGUISTIC SUPPORT (OLS)

Access to OLS language assessment will allocated for all young people undertaking a cross-border activity of more than two months who will use one of the above languages as their main

language during their activity (with the exception of native speakers). They must carry out an online assessment before the activity.

ARTICLE I.18 - SPECIAL PROVISIONS ON BUDGET TRANSFERS

The beneficiary is allowed to transfer funds between the different budget categories resulting in a change of the estimated budget and the related activities described in Annex II, without requesting an amendment of the Agreement as specified in Article II.13, under the condition that:

- the Project is implemented in accordance with the approved project application and overall objectives described in Annex II,
- and the following specific rules are respected:

The beneficiary shall manage their grant with the goal of delivering the target activities defined in Annex II, and in full respect of the funding rules specified in Annex IV. All budget transfers from budget category exceptional costs to support the participation of young people with fewer opportunities to another budget category shall be done through an amendment.

ARTICLE I.19 – ADDITIONAL PROVISION ON MONITORING AND EVALUATION

The NA will monitor the implementation of the Quality Label for lead organisation in accordance with the rules established in the call for proposals that led to the award of the Quality Label for lead organisation.

In case the monitoring reveals weaknesses, the NA will issue recommendations and/or obligatory instructions to remedy the situation. In case of need, the NA may take further remedial measures, as defined in the call for proposals that led to the award of the Quality Label for lead organisation.

ARTICLE I.20 – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS

Not applicable

ARTICLE I.21 ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

Not applicable.

ARTICLE I.22 – SPECIFIC DEROGATIONS FROM ANNEX I GENERAL CONDITIONS

1. For the purposes of this Agreement, in Annex I General Conditions the term "the Commission" must be read as "the NA", the term "action" must be read as "project" and the term "unit cost" must be read as "unit contribution", except where otherwise provided.

For the purposes of this Agreement, in Annex I General Conditions the notion "financial statement" must be read as "the budgetary part of the report", except where otherwise provided.

In Article II.4.1, Article II.8.2, Article II.27.1, Article II.27.3, the first paragraph of Article II.27.4, first paragraph of Article II.27.8 and in the Article II.27.9 the reference to "the Commission" must be read as reference to "the NA and the Commission".

In Article II.12 the term "financial support" must be read as "support" and the term "third parties" must be read as "participants".

2. For the purposes of this Agreement, the following clauses of Annex I General Conditions are not applicable: Article II.2.d (ii), Article II.12.2, Article II.13.4, Article II.18.3., point ii) of Article II.25.3(a) and Article II.27.7.
3. For the purpose of this Agreement, the terms "*affiliated entities*", "*interim payment*", "*lump sum*", "*flat rate*" do not apply when mentioned in the General Conditions.
4. In Article II.9.3, the title and letter (a) of the first paragraph must be read as follows:

"II.9.3 Rights of use of the results and of pre-existing rights by the NA and the Union

The beneficiary grants the NA and the Union the following rights to use the results of the project:

- (a) for its own purposes and in particular to make available to persons working for the NA, Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies."

For the rest of this article, the references to the "Union" must be read as reference to "the NA and/or the Union".

5. The second paragraph of Article II.10.1 must be read as follows:

"The beneficiary must ensure that the NA, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 also towards the beneficiary' contractors."

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

"II.18.1 The Agreement is governed by French legislation.

II.18.2 The competent court determined in accordance with the applicable national law has sole jurisdiction to hear any dispute between the NA and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

An action may be brought against an act of the NA within 60 days before Tribunal administrative de Paris according to French legislation.

7. With regards to Article II.19.1: the conditions for the eligibility of costs are complemented by sections I.1 and II.1 of Annex III."
8. With regards to Article II.20: the conditions for identifiability and verifiability of the amounts declared are complemented by section I.2 and II.2 of Annex III."
9. The first paragraph of Article II.22 must be read as follows:

"The beneficiary is allowed to adjust the estimated budget set out in Annex II by transfers between the different budget categories, if the *project* is implemented as described in Annex II. This adjustment does not require an amendment of the Agreement as provided for in Article II.13, if the conditions provided for in Article I.17 are met."

10. Article II.23(b) must be read as follows:

"(b) still fails to submit such a request within further 30 calendar days following a written reminder sent by the NA."

11. The first paragraph of Article II.24.1.3 must be read as follows:

"During the period of suspension of payments the beneficiary is not entitled to submit any requests for payments and supporting documents referred to in Articles I.4.3 and I.4.4".

12. With regards to Article II.25.4: the conditions for reduction due to improper implementation, irregularities, fraud or breach of other obligations are complemented by section IV of Annex III.

13. The third paragraph of Article II.26.2 must be read as follows:

"If payment has not been made by the date specified in the debit note, the NA will recover the amount due:

(a) [...]An action may be brought against such offsetting before the competent court determined in Article II.18.2;

[...]

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

14. Article II.27.2 must be read as follows:

"[...]The periods set out in the first and second subparagraphs are longer if a longer duration is required by national law, or if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Article II.27.7. In the latter cases, the beneficiary must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed."

