



**ERASMUS+ PROGRAMME**

**STRATEGIC PARTNERSHIPS (KEY ACTION 2)**

**AGREEMENT NUMBER – 2019-3-AT02-KA205-002565**

<b>CONTRACT BETWEEN THE COORDINATOR AND CO-BENEFICIARIES</b>
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This contract shall govern relations between:

**SÜDWIND VEREIN FÜR ENTWICKLUNGSPOLITIK UND GLOBALE  
GERECHTIGKEIT**, with its legal address at Laudongasse 40, A-1080 Wien, hereinafter  
named "the Coordinator", represented by Konrad Rehling, Managing Director,

on the one hand

and

**Crossing Borders** with its legal address at Købmagergade 43, 1150 Copenhagen, Denmark,  
hereinafter named "the Co-beneficiary", represented by Garba Diallo, Director,

on the other hand.

The Coordinator and the Co-beneficiary (hereinafter jointly named "the Parties") have agreed the following:

## Article 1/ Subject

The Coordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled “Hatebusters – Youth against Hate” under the ERASMUS+ Programme, Key Action 2-Strategic Partnerships (hereinafter referred to as the “Project”).

This work programme comes under the Agreement n° **2019-3-AT02-KA205-002565** (hereinafter referred to as the “Grant Agreement” or “Annex 0”) concluded between **the Coordinator** and the **Austrian National Agency IZ** (hereinafter referred to as the “National Agency”).

The **maximum grant of the Project** for the contractual period referred to by the Agreement number **2019-3-AT02-KA205-002565**, is **EUR 197.820,00**.

This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the Project “Hatebusters – Youth against Hate” under the Agreement **2019-3-AT02-KA205-002565** passed between the **Austrian National Agency** and the **Coordinator**.

This contract defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ action Hatebusters.

The Coordinator and the Co-beneficiary, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement **2019-3-AT02-KA205-002565**, concluded between the Coordinator and Austrian National Agency IZ, related to the above-mentioned Project.

The subject matter of this contract and the related work programme are detailed in the annexes (see Article 20/ Annexes), which form an integral part of this contract and that each party declares to have read and approved.

The Coordinator and the Co-beneficiary shall be bound by the terms and conditions of this Agreement and its annexes, the Grant Agreement and any further amendments to the latter.

## Article 2/ Duration

The Project has a duration of 24 months. It starts on **31.05.2020** and ends on **30.05.2022**.

In line with the project period, this contract enters into force on **31.05.2020**.

The period of eligibility of costs starts on **31.05.2020** and finishes on **30.05.2022**.

However subsequent amendments including an extension to a maximum of 36 months can be agreed between the Coordinator and Co-beneficiaries and the National Agency.

The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the National Agency.

### Article 3/ Obligations of the Coordinator

The Coordinator shall undertake the following:

- to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the Project as set out in the Agreement concluded between the **Austrian National Agency** and the **Coordinator**;
- to send to the Partner a copy of the Agreement n° **2019-3-AT02-KA205-002565** and its annexes concluded with the National Agency, of the Financial and Contractual Rules, of the various reports and of any other official document concerning the Project;
- The Coordinator acts as the intermediary for all communication between the beneficiaries and the Executive Agency and complies to notify and provide the Co-beneficiary with any amendment made to the Agreement n° **2019-3-AT02-KA205-002565** concluded with the **Austrian National Agency**.
- The Coordinator defines in conjunction with the Partner the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
- The Coordinator complies with all the provisions of Agreement n° **2019-3-AT02-KA205-002565** binding the **Coordinator** to the **Austrian National Agency**.
- The Coordinator informs the beneficiaries of any changes connected to the Project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- As the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in the respective Article of this Agreement;
- To manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- To comply with all reporting requirements *vis-à-vis* the National Agency, as per the dispositions of the Grant Agreement.
- To establish payment requests on behalf of the beneficiaries, as per the dispositions of the Grant Agreement;
- To transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

#### Article 4/ Obligations of the Co-beneficiary

The Co-beneficiary shall undertake the following:

- to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the Project as set out in the Agreement n° **2019-3-AT02-KA205-002565** concluded between the Austrian **National Agency** and the **Coordinator**;
- to comply with all the provisions of Agreement n° **2019-3-AT02-KA205-002565** binding the **Coordinator** to the Austrian **National Agency**;
- take joint responsibility with the Coordinator for carrying out the activities attributed to them, and conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- take joint responsibility for complying with any legal obligations incumbent on them jointly or individually;
- shall provide adequately trained staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project;
- complete agreed tasks within the agreed timeframe and inform the Coordinator of any change likely to affect or delay the implementation of activities or/and the Project;
- inform in due time the Coordinator of any changes of staff;
- at least the Project manager per Co-beneficiary attends the online and offline meetings, trainings, project events;
- Responding to communications (e-mails etc.) in a timely manner not longer than 3 days;
- Publish information on the Project in co-beneficiaries' websites, newsletters, social media as well as through press releases etc. according to the Project's DEOR.
- to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- provide all requested evidence to the Coordinator to be able to fill the Erasmus+ Mobility Tool for Reporting;
- Provide documented evidence of all costs incurred including participant lists, time sheets and all documentation needed for the Erasmus Reporting and potentially upcoming audits.

## **Article 5/ Financing**

The maximum amount the grant for the Co-beneficiary for the period covered by this contract is fixed at EUR 37.516,00. The Co-beneficiary's detailed budget is described in Annex 2. "Detailed budget relating to the activities of the Co-beneficiary" to this contract.

The overall maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to EUR 197.820,00 and shall take the form as stipulated in the Grant Agreement.

The Erasmus+ grant contribution is awarded to the partnership under the form of: "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay.

The grant contribution to the Project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the Project so as to ensure its full implementation in accordance with the Grant Agreement.

Full details of the estimated budget breakdown per funding source, Co-beneficiary and budget category is given in the Annex I "Budget of the action" of this Agreement.

The Co-beneficiary confirms that they respect the social and labour legislation of their country regarding the costs of staff contributing to the Project.

Each Co-beneficiary is responsible for ensuring adequate insurance arrangements for their staff, multipliers and youth while participating in Project activities.

## **Article 6/ Payment Arrangements**

The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Co-beneficiary according to the achievement of the tasks and according to the following schedule:

### **1st payment:**

An initial advance of EUR 15.006,40, i.e. 40% of the maximum amount of the grant for the Co-beneficiary as defined under Article 5/ Financing within 30 days of signature of this contract (date the second party signs).

### **2nd payment:**

A second advance of EUR 15.006,40, i.e. 40% of the grant for the Co-beneficiary upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The Coordinator reserves the right to withhold this second advance if the Co-beneficiary has not spent a minimum of 70% of the initial advance and/or the Co-beneficiary's report to the Coordinator is submitted incompletely or after the deadline mentioned in this contract, i.e. 30.06.2021.

### **3rd and final payment**

The balance of up to 20% (= EUR 7503,20) will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been received and within 60 days after the approval of the final report and receipt of the final balance by the

National Agency. The Coordinator reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in this contract, i.e. 30.06.2022.

All payments shall be regarded as advances pending explicit approval by the Austrian National Agency of the final report *including approval of the eligibility of the costs*, the corresponding cost statement and the quality of the results of the Project.

Co-beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the Co-beneficiaries will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Co-beneficiary(ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the Coordinator.

Bank charges are split between Coordinator and Co-beneficiary. The party causing a repetition of a transfer bears all costs of repeated transfers.

The currency for requests for payments and conversion to EUR follows Article I.4.10 of the Grant Agreement:

Requests for payment must be drafted in EUR.

Beneficiaries with general accounts in a currency other than the EUR must convert costs incurred in another currency into EUR at the average of the daily exchange rates published in the C series of the Official Journal of the EU, determined over the corresponding reporting period (available at [https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)).

If no daily EUR 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)) determined over the corresponding reporting period.

Beneficiaries with general accounts in EUR must convert costs incurred in another currency into EUR in accordance with their usual accounting practices.

#### **Bank account of the Co-beneficiary**

BANK ACCOUNT DATA	
Name of the account holder:	CROSSING BORDERS
Address of the account holder	Købmagergade 43, 1150, Denmark
CVR	32166121

BANK NAME	Merkur Bank
BANK AGENCY AND ADDRESS	Vesterbrogade 40, 1620, Copenhagen, Denmark
Bank account	Reg: 8401 Konto: 1062 027
BIC/SWIFT CODE	MEKUDK21
IBAN	DK69 8401 000 1062 027

## Article 7/ Reporting

1. The Co-beneficiary shall provide the Coordinator with any information and document required for the preparation of the internal interim report and with copies of all the necessary supporting documents *completed and signed by the legal representative* by **30.06.2021** at the latest.
2. The Co-beneficiary shall provide the Coordinator with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **30.06.2022** at the latest.

The Coordinator is responsible for submitting in due time to the National Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Co-beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement. All documents are submitted through AdminProject.

The Coordinator shall provide the Co-beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EUR.

The Co-beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The Coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.

## Article 8/ Monitoring and supervision

The Co-beneficiary shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.

The Co-beneficiary shall make available to the Coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.

The obligations regarding checks and audits of the agreement **2019-3-AT02-KA205-002565** apply to the Coordinator and Co-beneficiary.

## **Article 9/ Liability**

Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.

The Co-beneficiary shall protect the Austrian National Agency, the Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the Austrian National Agency, the Coordinator or their personnel.

The Co-beneficiary shall be liable for any damages incurred to the Coordinator as a result of Co-beneficiary's breach of this contract or of the Grant Agreement.

In case the National Agency exercises its right to request the payment of a financial penalty on the basis of the Grant Agreement against the Coordinator as a result of Co-beneficiary's breach of this contract or of the Grant Agreement, the Co-beneficiary promises to pay to the Coordinator a compensation of such damages in the amount by which such damages exceed the amount of contractual penalty paid to the Coordinator by the Co-beneficiary for his respective breach of this contract or of the Grant Agreement.

## **Article 10/ Termination of the contract**

The Coordinator may terminate the contract if the Co-beneficiary has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the Co-beneficiary by registered letter has remained without effect for one month.

The Co-beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

## **Article 11/ Amendments or additions to the contract**

Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

## **Article 12/ Promotion and visibility**

The Coordinator and the Co-beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project, especially as described in the dissemination (DEOR) part of the application.

Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in the Grant Agreement, as well as in the Guidelines for the Use of the Grant. All materials, promotion and dissemination online or offline must be documented and reported.

## **Article 13/ Confidentiality and data protection**

The Coordinator and the Co-beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.



All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of the Grant Agreement.

#### **Article 14/ Ownership and property rights**

The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with the Grant Agreement. The project results must be made accessible to the public through the internet in the digital form, for free, based on open licences.

#### **Article 15/ Conflict of interest**

The Coordinator and Co-beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Co-beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

The Coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in the Grant Agreement.

#### **Article 16/ Working languages**

The working language of the partnership shall be English. Communications with the Austrian National Agency will be made in German, however official communication and reporting through the Mobility tool of Erasmus+ will be in English.

#### **Article 17/ Conflict resolution**

In case of conflict between the project partners i.e. the Coordinator and all Co-beneficiaries resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

#### **Article 18/ Jurisdiction clause**

Failing amicable settlement, the Courts of Vienna shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

The law applicable to this contract shall be the law of Austria.

#### **Article 19/ Force Majeure**

If either parties face a case of *force majeure* (as defined in the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

The Coordinator and the Co-beneficiaries will work together especially to address the challenges of Covid19 Pandemia and will adapt project activities and timeframe if necessary. The Coordinator is

in exchange with the National Agency on application of force majeure clause and possible adaptations due to Covid 19.

#### Article 20/ Annexes

Annex 1: Budget of the action (maximum Grant contribution to the project costs, co-financing breakdown per partner and budget category)

Annex 2: Detailed budget relating to the activities of the Co-beneficiary

Annex 3: Description of co-beneficiaries tasks according to project contract

Annex 4: Guidelines for the Use of the Grant

Annex 0: Grant Agreement n°2019-3-AT02-KA205-002565 signed between the Coordinator and the National Agency and any existing amendment.

Annexes of the Grant Agreement:

Annex I: General conditions ('the General Conditions')

Annex II: Description of the Project and of the approved accreditation application for the mobility consortium; Estimated budget of the project; List of other beneficiaries

Annex III: Financial and contractual rules

Annex IV: Applicable rates

Annex V: Mandate[s] provided to the coordinator by the other beneficiary(ies)

We, the undersigned, declare to have read and accepted the terms and conditions of this contract as described here before, including the annexes thereto.

Done in two copies.

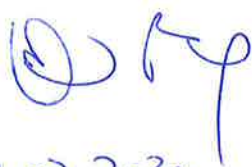
For the **Coordinator**,

The legal representative  
Konrad Rehling  
Managing Director

For the **Co-beneficiary**,

The legal representative  
Garba Diallo  
Director

signature :



date :

31.07.2020

place :

VIENNA, AUSTRIA

stamp :



signature :



date : 21.07.20

place : Copenhagen

stamp :

