

Pädagogische Hochschule Niederösterreich
Herrn Rektor Erwin Rauscher
Mühlgasse 67
2500 Baden

Geschäftszahl: 296/15/22

Wien, 11. August 2022

**Finanzhilfevereinbarung Ihrer KA2 Partnerschaft für Zusammenarbeit im Programm
Erasmus+, Antragsrunde 2022**

Projektnummer: 2022-1-AT01-KA220-HED-000085025

**Projekttitel: CultureNature Literacy - Schulische Schlüsselkompetenzen für Europas
Zukunftsgestaltung im Anthropozän**

Sehr geehrter Herr Rektor Rauscher,

mit diesem Schreiben erhalten Sie Ihr Exemplar der gegengezeichneten
Finanzhilfevereinbarung zum oben genannten Projekt.

Die 1. Rate in der Höhe von EUR 100.000,- (40 % des genehmigten Zuschusses) wird in
den nächsten vier Wochen auf das von Ihnen angeführte Konto überwiesen:

Bankname: Volksbank Wien AG
Kontowortlaut: Pädagogische Hochschule Niederösterreich (TRF)
IBAN: AT23 4300 0390 7565 0000

Mit besten Grüßen



i.A. Martin Gradl

Bereichsleitung Erasmus+ Hochschulbildung

Beilagen

- Finanzhilfevereinbarung



GRANT AGREEMENT for a:

Project with multiple beneficiaries under the ERASMUS+ Programme¹

AGREEMENT NUMBER – 2022-1-AT01-KA220-HED-000085025

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

on the one part,

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

Full official name:	OeAD-GmbH – Agentur für Bildung und Internationalisierung / OeAD-GmbH – Austria's Agency for Education and Internationalisation
Official legal form:	Gesellschaft mit beschränkter Haftung
Official registration No:	FN 320219 k, Handelsgericht Wien
Full official address:	Ebendorferstraße 7, 1010 Wien,
VAT Number:	ATU 64808925

duly represented for the purposes of signature of this Agreement by **Jakob Calice**, Managing Director of OeAD-GmbH and **Ernst Gesslbauer**, Director of the NA,

and

on the other part,

the '**coordinator**'

full official name of the coordinator: Pädagogische Hochschule Niederösterreich

Official legal form:

Official registration No.:

Official address in full: Mühlgasse 67, 2500 Baden

[VAT number], [if applicable]: ATU37980805

OID number: E10054064

¹ Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing 'Erasmus+': the Union programme for education and training, youth and sport and repealing Regulation (EU) No 1288/2013

Erasmus ID code: A BADEN01

duly represented for the purposes of signature of this Agreement by Rector, Erwin Rauscher and the other beneficiaries as set out in Annex II, duly represented for the signature of the Agreement by the coordinator by virtue of the mandates included in Annex IV.

Unless otherwise specified, references to 'beneficiary' and 'beneficiaries' include the coordinator.

The parties referred to above

HAVE AGREED

to the Special Conditions ('the Special Conditions') and the following Annexes:

- Annex I General conditions ('the General Conditions')
- Annex II Description of the Project; Estimated budget of the project; List of other beneficiaries
- Annex III Financial and contractual rules
- Annex IV Mandates provided to the coordinator by the other beneficiaries

which form an integral part of the Agreement.

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

The provisions in Annex I 'General Conditions' take precedence over those in other Annexes. The provisions in Annex III take precedence over those in the Annexes II.

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

Annex I is published on https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants_en.

Annexes III and IV are published on <https://erasmusplus.at/de> > Hochschulbildung > Kooperationspartnerschaften > Meine Kooperationspartnerschaft (z.B. <https://erasmusplus.at/de/hochschulbildung/kooperationspartnerschaften/meine-kooperationspartnerschaft>).

If the institution listed above/on page 1 is a public school or public university of teacher education it enters into this agreement in its own name and for its own account within the scope of its partial legal capacity pursuant to [SE: § 128d *Schulorganisationsgesetz* (public schools)] or [HE: pursuant to § 3 *Hochschulgesetz 2005* (Public Universities of Teacher

Education)), as amended, respectively, and will implement the agreement in accordance with the relevant legal provisions, including, in particular, the aforementioned paragraphs.

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

I.1.1 The NA has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the Project entitled: **CultureNature Literacy - Schulische Schlüsselkompetenzen für Europas Zukunftsgestaltung im Anthropozän, 2022-1-AT01-KA220-HED-000085025** under the Erasmus+ Programme, Key Action 2: Partnerships for Cooperation, as described in Annex II.

I.1.2 By signing the Agreement, the beneficiaries accept the grant and agree to implement the Project, acting on their own responsibility.

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

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The Project runs for **36 months**, from 01.11.2022 to 31.10.2025.

I.2.3 Duty to keep documents: The beneficiary must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of ten years starting from the date of payment of the balance.

The period is longer if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant. In such cases, the beneficiary must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

ARTICLE I.3 – MAXIMUM AMOUNT AND FORM OF THE GRANT

I.3.1 The maximum amount of the grant is **EUR 250.000,-**. This amount consists of funds of the European Union and the Republic of Austria.

I.3.2 The grant takes the form of a lump sum grant for the completion of work packages/activities.

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 coordinator:

- a first pre-financing payment;
- a further pre-financing payment, on the basis of the request for further pre-financing payment referred to in Article I.4.3;
- 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 beneficiaries with a float. The pre-financing remains the property of the NA until the payment of the balance.

The NA must make a first pre-financing payment to the coordinator within 30 calendar days following the entry into force of the Agreement corresponding to 40% of the maximum grant amount specified in Article I.3.1, except if Article II.24 applies.

The NA must make a second pre-financing payment (max. 40%) to the beneficiaries within 60 calendar days from when the NA receives the request for second pre-financing payment referred to in Article I.4.3, except if Article II.24 applies.

I.4.3 Reporting, requests for pre-financing payments and interim reports

By 31.05.2024 the coordinator must submit a request for a second pre-financing and an interim report on the implementation of the project covering the reporting period from the beginning of the implementation of the project specified in Article I.2.2 to 01.05.2024.

The request must be accompanied by the following documents:

- (a) a report on the implementation of the project;
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the project ('statement on the use of the previous pre-financing instalment').

If at the end of the reporting period, the statement on the use of the pre-financing shows that less than 70% of previous pre-financing payments paid has been used to cover costs of the project, the further pre-financing shall be reduced by the difference between 70% threshold and the amount used.

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

1.4.4 Final report and request for payment of the balance

Within 60 calendar days after the end date of the Project specified in Article I.2.2, the coordinator must submit a final report on the implementation of the Project using the reporting tools set in Article I.10, and, when applicable, upload all project results in the Erasmus+ Project Results Platform as specified in article I.10.2. The report must contain the information needed to justify the contribution requested on the basis of lump sum in accordance with Annex III.

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

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

1.4.5 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiaries 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 coordinator's consent, against any other amount owed by the coordinator to the NA, up to the maximum contribution indicated for that coordinator, in the estimated budget in Annex II.

1.4.6 Notification of amounts due

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

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

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

1.4.7 Payments from the NA to the coordinator and interest on late payment

The NA must make payments to the coordinator.

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 Euro ('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.4.12. 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 Euro 200, it must be paid to the beneficiary only if the beneficiary requests it within two months of receiving late payment.

1.4.8 Payments from the coordinator to the other beneficiaries

The coordinator must make all payments to the other beneficiaries by bank transfer and keep appropriate evidence of the amounts transferred to each beneficiary for any checks and audits as referred to in Article II.27.

1.4.9 Currency for payments

The NA must make payments in Euro.

1.4.10 Currency for requests for payments and conversion into Euro

Request for payment must be drafted in Euro.

The beneficiary with general accounts in a currency other than the Euro must convert costs incurred in another currency into Euro 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 Euro must convert costs incurred in another currency into Euro in accordance with their usual accounting practices.

1.4.11 Language of requests for payments and reports

All requests for payments and reports must be submitted in German or English.

1.4.12 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.

1.4.13 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 coordinator 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 coordinator's bank account as indicated below:

Name of bank:	VOLKSBANK WIEN AG
Precise denomination of the account holder:	Pädagogische Hochschule Niederösterreich (TRF)
IBAN code:	AT234300039075650000

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

However, where data is processed by the NA with regard to the co-funding by the Republic of Austria (see Article I.3.1.), the OeAD-GmbH – Agentur für Bildung und Internationalisierung / OeAD-GmbH – Austria's Agency for Education and Internationalisation is – functional as legal representative of the NA – responsible under the terms of the EU General Data Protection Regulation. Detailed information on the processing of personal data by the NA for implementing, managing and monitoring the Grant Agreement is provided in the following Data Protection Statement at <https://www.oead.at/datenschutz> (especially in section 11).

I.6.2 Communication details of the NA

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

OeAD-GmbH – Agentur für Bildung und Internationalisierung
Nationale Agentur für Erasmus+
Ebendorferstraße 7, 1010 Wien
hochschulbildung@oead.at

I.6.3 Communication details of the beneficiaries

Any communication from the NA to the beneficiaries must be sent to the coordinator at the following address:

Full name of the coordinator:	Michaela Tscherne
Function:	
Name of the entity:	Pädagogische Hochschule Niederösterreich
Full official address:	Mühlgasse 67, 2500 Baden
E-mail address:	michaela.tscherne@ph-noe.ac.at

ARTICLE I.7 – ADDITIONAL PROVISIONS ON PROCESSING OF PERSONAL DATA BY THE BENEFICIARY

I.7.1 Reporting obligations

The beneficiaries shall report in the final report on the measures put in place for ensuring compliance of their data processing operations with the Regulation 2018/1725, in line with the obligations established in the Article II.7.2 of the General Conditions 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.

I.7.2 Informing the participants on the processing of their personal data

The beneficiaries 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 Erasmus+ project.

ARTICLE I.8 – PROTECTION AND SAFETY OF PARTICIPANTS

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

The beneficiaries must ensure that insurance coverage is provided to participants involved in project activities.

Prior to any participation of minors in the Project, the beneficiaries must ensure full respect of applicable regulation on protection and safety of minors as defined by the applicable legislation, including but not limited to: parental or guardian consent, insurance arrangements, and age limits.

ARTICLE I.9 – 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 beneficiaries produce educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses².

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 beneficiaries must ensure that the website address used is valid and up to date. If the website hosting is discontinued the beneficiaries 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.10 – USE OF IT TOOLS

I.10.1 Erasmus+ reporting and management tool

The coordinator 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 Erasmus+ reporting and management tool and for the cases specified in article I.4.3) and Final report.

I.10.2 Erasmus+ Project Results Platform

The coordinator shall input the deliverables of the Project in the Erasmus+ Project Results Platform <http://ec.europa.eu/programmes/erasmus-plus/projects/> in accordance with the instructions provided therein.

ARTICLE I.11 – ADDITIONAL PROVISIONS ON SUBCONTRACTING

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

² Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed and the beneficiary is free to choose the specific license to apply to their work. An open licence must be associated to each resource produced. An open licence is not a transfer of copyrights or Intellectual Property Rights (IPR).

ARTICLE I.12 – ADDITIONAL PROVISION ON THE VISIBILITY OF UNION FUNDING

In addition to Article II.8, the beneficiary shall acknowledge the support received under the Erasmus+ programme in all communication and promotional materials, including on websites and social media. The guidelines on visual identity for the beneficiary and other third parties are available at <https://ec.europa.eu/info/resources-partners/european-commission-visual-identity>

ARTICLE I.13 – PROVISION OF INCLUSION SUPPORT FOR PARTICIPANTS

The beneficiary will be responsible for ensuring that adequate support is provided to participants with fewer opportunities involved in the project.

ARTICLE I.14 ADDITIONAL PROVISION ON MONITORING AND EVALUATION

The NA and the Commission monitor the correct implementation of the Erasmus Charter for Higher Education by the beneficiaries.

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

ARTICLE I.15 SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES

With reference to Article II.26.2, the financial responsibility of each beneficiary other than the coordinator is limited to the amount received by the beneficiary concerned.

ARTICLE I.16 BENEFICIARIES LOCATED IN THIRD COUNTRIES NOT ASSOCIATED TO THE PROGRAMME

The organisations located in third countries not associated to the Programme commit to respect the same principles as the beneficiaries located in countries associated to the Programme countries regarding the Erasmus Charter for Higher Education, wherever applicable.

ARTICLE I.17 SPECIFIC CONDITIONS REGARDING ANNEX I GENERAL CONDITIONS

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".

For the purposes of this Agreement, in Annex I General Conditions the notion "financial statement" must be read as "the budgetary part of the final 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".

For the purposes of this Agreement, the following clauses of Annex I General Conditions are not applicable: Article II.2.2.b (ii), Article II.12.2, and point ii) of Article II.25.3(a).

For the purpose of this Agreement, the terms "affiliated entities", "interim payment", "flat rate" do not apply when mentioned in the General Conditions.

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".

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."

Article II.18 must be read as follows:

"II.18.1 The Agreement is governed by the applicable Union law, complemented, where necessary, by Austrian law.

II.18.2 The competent court determined in accordance with the applicable national law has

sole jurisdiction to hear any dispute between the NA and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. (Place of jurisdiction for disputes arising from this agreement shall be the competent court of Vienna Inner City ("das sachlich zuständige Gericht Wien Innere Stadt".))

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.

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.

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."

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".

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 V of Annex III.

The third paragraph of Article II.26.3 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."

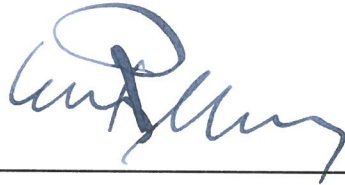
Article II.27.2 must be read as follows:

"[...]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."

SIGNATURES

For the coordinator

Done at (place and date): Baden, 27.07.2022

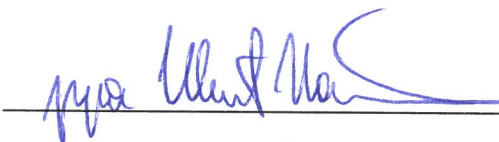


Erwin Rauscher

The beneficiary's seal (if applicable)

For the OeAD-GmbH – Agentur für Bildung und Internationalisierung / OeAD-GmbH – Austria's Agency for Education and Internationalisation, National Agency for Erasmus+

Done at (place and date): Vienna, 09.08.2022



~~Jakob Calice~~ Ulrich Hörmann

Done at (place and date): Vienna, 09.08.2022



~~Ernst Gesslbauer~~ Ulrich Hörmann


NA's seal

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