



GRANT AGREEMENT

For a Professional Visit

EEA Financial Mechanism 2009-2014

Scholarship Programme HU08

... project ID

Concluded between,

Tempus Public Foundation

Registration number: Főv. Bír. 12.Pk. 60 336/1996
 Headquarters: 1077 Budapest Kéthly Anna tér 1.
 Correspondence address: 1438 Budapest 70., Pf. 508.
 Tax number: 18154180-2-42
 hereinafter as **Programme Operator**, for the purposes of signing this grant agreement,
 represented by:
 Representative: president Dr. András Nemeslaki

on the one hand, and

Official legal form: _____
 Company registration number / ID
 of the Ministry of Education¹: _____
 Headquarters: _____
 Correspondence address: _____
 Tax number: _____
 Owner of the account (institution): _____
 Bank name: _____
 Bank account address: _____
 International bank account number (IBAN²):

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hereinafter as **Project Promoter**, for the purposes of signing this grant agreement, represented by:

Legal representative: _____
 Position: _____

on the other hand, today, with the following terms and conditions:

The Parties have agreed in the **Special Conditions** as well as in the **Annexes** below:

¹ In case of organisations having no company registration number, the court registration number / in other cases, the registration number provided by the organisation managing their registration / in the case of public educational institutions, the ID of the Ministry of Education.

² The international bank account number (IBAN) is a bank account number consisting of 28 characters, where the first two characters form the country code of the bank (e.g. for Hungary it is: HU), which is followed by a two-digit control number, then the cash-flow indicator consisting of 3*8 characters. The international bank account number can be found in the bank account extract, and the bank keeping the account can also provide information about it. In case no accurate IBAN bank account number is available, from 01.01.2007, no foreign currency transfers can be performed.

- Annex 1** Project application (application ID:)
- Annex 2** **Grant Agreement** – General Conditions
- Annex 3** Final report form
- Annex 4** The hardcopy of the signatures of the person (persons) entitled for the representation of the **Project Promoter**, **Project Promoter** issued by a notary, not older than 30 days, or the copy of the official signature issued earlier by a notary, signed by the official representative(s) and authenticated by the institution stamp, and dated with a date not older than 30 days.
- Annex 5** In the case of *non-budgetary institutions*, the copy of the court register statement, not older than 30 days or in the case of church-run institutions, can be substituted by the authenticated copy of deed of foundation and the operating license with a date not older than 30 days, signed by the official representative(s) and authenticated by the institution stamp.
- Annex 6** In the case of *non-budgetary institutions*, a certificate regarding the **Project Promoter** has no public debts expired more than 60 days ago.
- Annex 7** The authenticated copy of the extract of the **Project Promoter**'s last current account also including the IBAN number and not including any cash-flow data, related to the bank account, where the transfer of the grant is requested *or* the copy of their bank account contract also including the IBAN number *or* their bank account certificate also including the IBAN number.

all of which are also forming part of this agreement.

Should any of the provisions of the Special Conditions of the agreement vary from any other conditions included in its other parts then the provisions of the Special Conditions shall prevail.

I – SPECIAL CONDITIONS

ARTICLE I. – PURPOSE OF THE GRANT

- I.1 **Programme Operator** provides grant for the **Project Promoter** in the framework of the Scholarship Programme HU08 of EEA's Financial Mechanism 2009-2014 for the implementation of the Professional Visit (hereinafter as project).

The grant has been awarded by the **Programme Operator** for the undertaking a Professional Visit at:

Name of host institution:

Address of host institution:

- I.2 With the conditions included in this agreement, **Project Promoter** accepts the grant and undertakes to do their best in order to implement the project as described in Annex 1.
- I.3 The project should be implemented with the partner included in the document Letter of Intent and Partnership Agreement attached to the application and named in Article I.1, according to the accepted programme indicated in the application.

ARTICLE II. - DURATION OF THE AGREEMENT

- II.1 This agreement shall enter into force on the day when the last one of the Parties has signed it.
- II.2 The earliest starting date of project may be 201..., and its implementation should be finished by no later than 31 December 2017. The maximum duration of the Professional Visits is 5 days, excluding days of travel (1 day at the start and 1 day at the end of the visit).

ARTICLE III –FINANCING THE PROJECT

- III.1 **Programme Operator** provides non-refundable grant for the project's eligible expenditures up to a maximum of ... **Euros**. The maximum amount of the grant can reach 100 % of the eligible expenditures of the project.
- III.2. Further expenditures related to the project should be covered by the **Project Promoter**.
- III.3. Financial guarantee set in Article 10.1 General Conditions is not applicable to Professional Visits, i.e. to present Grant Agreement.

ARTICLE IV – CONDITIONS OF THE DISBURSEMENT OF THE GRANT

IV.1 Advance payment

Programme Operator shall provide the **Project Promoter** with 80 % of their maximum grant amount specified in section III.1 of the Agreement, i.e. ... **Euros** for the **Project Promoter** as advance payment. The advance payment shall be credited by the Prime Minister's Office to **Project Promoter**, in case the conditions included in the grant disbursement section of the prevailing governmental decree about the implementation of the EEA Financial Mechanism 2009- 2014 (hereinafter as the Implementation Decree) are fulfilled, within a maximum of 7 days. The currency of the disbursement shall be Euro. The grant serves the purpose of 98040 *International Educational Co-operations* government function goal.

IV.2 Payment of the balance

- a) Within 30 calendar days of the end date of the project, the **Project Promoter** must send a final report to the **Programme Operator**, in accordance with the final report form specified in annex 3.

The final report shall consist of 2 parts, which are as follows:

1. Narrative and financial report: a narrative and financial report about the activity implemented during the project, signed with the original signature of the institution's legal representative, as well as authenticated by the institution's stamp. The report shall be sent by the **Project Promoter** both electronically and in a printed copy, to the **Programme Operator**.
 2. The hardcopy (or authenticated copy) of certificate of attendance signed by the host institution, which attests that **Project Promoter** has participated in the professional visit. The certificate must include the participant's name as well as the start and end date of the visit.
- b) Besides the final report, for monitoring purposes, **Programme Operator** may request from **Project Promoter** the presentation of the following certificates (in some cases, their authenticated copies):
- The documents serving as proof of travel should not be attached to the report; however, the **Project Promoter** must keep them (tickets, as well as receipts, invoices, boarding passes

- etc.) for at least 5 years calculated from the acceptance of the final report by the **Programme Operator** and be able to present them to organisations entitled for inspection.
- For subsistence costs: certificate of attendance indicating the exact date of the visit.
- c) In the final report, the amounts should be indicated in Euros.
- d) Following the receipt of the final report, there are 30 calendar days available for the **Programme Operator** to approve or reject the final report together with any supporting documents, to notify the **Project Promoter** in writing of the final grant amount established. Once the final report is approved, **Programme Operator** sends a payment claim to the Prime Minister's Office or a recovery order for the amount due for reimbursement by the **Project Promoter**.
- e) The period of time available for the evaluation of the report shall be extended in case the **Programme Operator** should ask for further complementary documents or information from the **Project Promoter**. In this case, following the receipt of the notice, the **Project Promoter** shall have 15 calendar days in order to submit the requested complementary documents, as well as to provide the requested information.
- f) Calculated from the day when the **Project Promoter** has received the **Programme Operator**'s communication about the final grant amount, **Project Promoter** has 30 calendar days available in order to submit, in writing, their questions directed to the determination of the final grant amount; and furthermore, to provide justification for their disagreement. Following the expiration of that date, no action may be brought in order to submit further requests. **Programme Operator** shall reply in writing after 30 calendar days calculated from the receipt of the request and shall decide about the acceptance or refusal of the request.

IV. 3. The **Project Promoter** is obliged to use the information technology tools (with their corresponding guidelines) specified by the **Programme Operator** for reporting activities and project result distribution.

ARTICLE V – BANK ACCOUNT

The payment of the grant is performed in Euros, to the bank account of the **Project Promoter**, indicated in the first page of this agreement as well as verified in annex 7.

ARTICLE VI – MONITORING, EVALUATION AND CONTROL

Project Promoter accepts to participate in and cooperate with the monitoring and evaluation activity of the representatives of the **Programme Operator**, the **National Focal Point** and the donor countries or the representatives of the organisations authorized by them.

Project Promoter shall ensure full-scale access to all information and shall tolerate the control of the **Programme Operator**, **National Focal Point**, and the donor countries, and other organisations entitled for the inspection of the correct use of grants, as well as to the persons and organisations authorized by them; including all documents regarding the project's implementation, its results and the use of the grant in accordance with the terms and conditions specified in this agreement, along with information available in digital form. **Project Promoter** must ensure the right to access the project documentation during 5 years following the payment of the balance to **Project Promoter** or the reimbursement of the unused grant amount by the **Project Promoter**.

ARTICLE VII – OTHER SPECIAL CONDITIONS

VII.1. In case of Co-financing, the **Programme Operator** reserves the right to terminate the agreement according to Article 8.2 (e) of General Conditions.

ARTICLE VIII – FINAL PROVISIONS

- VIII.1.** All communication in connection with this agreement is only possible in writing, by indicating the agreement number and by sending it to the addresses indicated in the first page of this agreement.
- VIII.2.** The agreement has been prepared in 2 original copies, in English, 1 copy of which belongs to the **Project Promoter**, and 1 copy to the **Programme Operator**.

SIGNATURES

_____ representing the **Project Promoter**

Date:

Stamp

_____ representing the **Programme Operator**

Dr. András Nemeslaki
president

Date: Budapest,

Stamp

SAMPLE