

**GRANT AGREEMENT for a:**

**Project with multiple beneficiaries under the ERASMUS+ Programme**

**AGREEMENT NUMBER – 2021-1-FR01-KA220-ADU-000033578**

**CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER**

This contract shall govern relations between:

**Commune de Saint-Denis**

2 PL VICTOR HUGO  
BP 269  
93205 ST DENIS CEDEX  
Code OID : E10276981

**called hereafter "the Coordinator", represented by Mathieu HANOTIN**

of the one part and

**Momentum Marketing Services Ltd**

**called hereafter "the Partner", represented by Orla CASEY**

of the other part,

Which have agreed as follows:

**Article 1 – SUBJECT MATTER OF THE AGREEMENT**

1. The National Agency in France (9 Rue des Gamins – CS 71965, 33088 Bordeaux Cedex) 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 "SURVIVING DIGITAL" under the Erasmus+ Programme Key Action 2: Strategic Partnerships for adult education. The Coordinator and the Partner commit themselves to carrying out the project as set out in the Annex 5 of the contract.
2. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project " SURVIVING DIGITAL "under the Agreement n°2021-1-FR01-KA220-ADU-000033578 passed between the National Agency and the Coordinator.
3. The maximum grant of the project for the contractual period referred to by the Agreement number 2021-1-FR01-KA220-ADU-000033578, is estimated at **346 669.00 EUR** (including all taxes and duties).
4. The maximum Erasmus+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be 100% in all budget categories except form category Exceptional costs which will be financed from this programme in 75%. Total Erasmus+ Contribution will be **346 669.00 EUR**.
5. The final financial contribution can be decreased if (i) the results of the project are low-evaluated, (ii) project is partially completed, (iii) project is completed after the deadline pursuant to the rules laid down to the Agreement n°2021-1-FR01-KA220-ADU-000033578
6. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

**Article 2 – DURATION**

1. The Project shall run between **01/11/2021 et le 30/04/2024** both inclusive. This is the period of eligibility of the costs.

### Article 3 - OBLIGATION OF THE COORDINATOR

The Coordinator shall undertake:

1. 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 **National Agency** and the **Coordinator**;
2. to send to the **Partner** a copy of **the Agreement n°2021-1-FR01-KA220-ADU-000033578** and its annexes, concluded with the National Agency, of the various reports and of any other official document concerning the project;
3. to notify and provide the **Partner** with any amendment made to the **Agreement n°2021-1-FR01-KA220-ADU-000033578** concluded with the National Agency;
4. to define 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;
5. to comply with all the provisions of **Agreement n°2021-1-FR01-KA220-ADU-000033578** binding the **Coordinator** to the **National Agency**.

### Article 4- OBLIGATION OF THE PARTNER

The Partner shall undertake:

1. 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°2021-1-FR01-KA220-ADU-000033578**, concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of **Agreement n°2021-1-FR01-KA220-ADU-000033578**, binding the **Coordinator** to the **National Agency**;
3. to communicate to the **Coordinator** any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to **the Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

### Article 5 - DISSEMINATION

1. **The partner shall acknowledge the grant support received under the Erasmus+ Programme** in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.
2. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is **the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.**
3. All intellectual contents produced within the framework of the project, are licensed under a **Creative Commons Attribution**. An Intellectual Property Right agreement will be approved by partners at the beginning of the project.
4. Partners agree for mutual promotion. This allows the organizations to improve their visibility for both of them, as well as the project. This means that the partners display at least the url of their partner's website on their own website. They also can mention their partner through logos, articles, social network posting, etc.

### Article 6 - FINANCING THE ACTION

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **48 919.00 EUR** (including all taxes and duties). The partner's detailed budget is described in the annexes to this contract (Annex II).
2. The Erasmus+ contribution for the Partner shall be maximum amount of **48 919.00 EUR**.
3. The partner do not have exceptional costs.
4. Due to the health crisis related to COVID-19, additional financial and contractual rules are applicable only to projects organizing virtual activities. Calculations and supporting documents are detailed in the addendum between the coordinator and the National Agency (See Appendix 4). The partner and the coordinator reserve the right to apply these new regulations if the activities cannot be carried out face-to-face.

#### Article 7 - PAYMENTS

1. **The Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to **the Partner** according to the achievement of the tasks and the following schedule:

**1st payment – 40%** of Erasmus+ financing assumed for the Partner upon signing of the partner agreement and receipt of claim forms with supporting documentation and agreed outcomes in the work programme and other reports in electronic and paper version and the approval of the quality of the outputs

**2nd payment – 40%** of Erasmus+ financing assumed for the partner upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme and other reports in electronic and paper version and the approval of the quality of the outputs and once Intermediate Report approved by the Agency.

**Final payment – 20%** The balance of Erasmus+ financing assumed for the Partner will be paid once the partner's contractual agreements have been fully met and all the necessary supporting documentation has been received and once Final Report and approval of the quality of the outputs have been approved by the National Agency.

2. All payments shall be regarded as advances pending explicit approval by the National Agency of the final report including approval of the eligibility of the costs, the corresponding cost statement and the assessment of the quality of the results of the project.
3. The contractor commits himself to carrying out payments according to the conditions described in the abovementioned schedule, providing that the contractor has received payments from national agency.
4. However, if the budget achieved is lower than that planned, the final grant will be pro-rated based on the costs incurred. The coordinator reserves the right to adjust the amount of the partner's remuneration if the activities agreed between the parties in the project are not carried out or are carried out poorly, partially or late.
5. Any revenues generated by the project and received by the partner shall be declared in the financial statement and shall limit the Erasmus+ financial contribution to the amount required to balance revenue and eligible expenditure. Any revenue shall be declared and communicated to the contractor in order for the contractor to be able to report that fact to the national agency
6. The final payment as mentioned in article 7.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and eligible expenditure

#### Article 8 - BANK ACCOUNT

Name of bank	AIB
Address	Main St, Carrick on Shannon, Co. Leitrim, N41 H1K1 Ireland
Account holder	Momentum Marketing Services Ltd
Full account number	13133003
Sort code	937061
IBAN account code	IE34AIBK93706113133003
SWIFT/BIC code	AIBKIE2D

#### Article 9 – VAT Declaration

Partner declares that he can recover Value Added Tax.  
VAT number: IE 6394155K

#### Article 10 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

1. The **Partner** shall provide the **Coordinator** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **31/01/2023** at the latest.
2. The **Partner** 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 **15/04/2024** at the latest.

#### Article 11 - MONITORING, CHECKS AND AUDITS

1. The Partner 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 in the aim to receive any payment or to fill in the Mobility Tool
2. The Partner 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 in the aim to receive any payment or to fill in the Mobility Tool
3. The obligations described in Article II.27 (checks and audits) of the agreement n°**2021-1-FR01-KA220-ADU-000033578**, apply to the coordinator and partner.

#### Article 12 - Liability

1. 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.
2. The Partner shall protect the 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 National Agency, the Beneficiary or their personnel.

#### Article 13 - TERMINATION OF THE AGREEMENT

1. The **Coordinator** may decide to terminate the agreement if the **Partner** 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 **Partner** by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.
3. In the event of contract termination, partner is obliged to immediately return the amount of money received on the basis of this contract, except those which have been expended within the project and recognised as eligible.

#### Article 14 - JURISDICTION CLAUSE

1. Failing amicable settlement, the Courts of **Bordeaux (France)** shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the French law.

#### Article 15 - SUPPLEMENTARY AGREEMENTS

1. Amendments to this contract shall be made only by a written supplementary Agreement signed on behalf of each of the parties by the signatories to this contract. No oral agreement may bind the parties to this effect.

#### Annexes

- 1) General Conditions

- 2) Detailed Budget Allocation
- 3) Financial and Contractual Rules
- 4) Addendum Additional financial and contractual rules applicable only to projects organizing virtual activities due to the health crisis related to COVID-19
- 5) Applicable Rates
- 6) Application form with a description of the Intellectual Outputs, Multiplier Events and Training Activities
- 7) Copy of Agreement N°2021-1-FR01-KA220-ADU-000033578, between Coordinator and National Agency

The contract was drawn up in two identical copies

**Commune Saint-Denis**

**Momentum Marketing Services Ltd**

The legal representative  
**Mathieu HANOTIN, Mayor**

The legal representative  
**Orla CASEY**

[signature + Official stamp]

[signature + Official stamp]

Done at .....

Done at .....

[date].....

[date].....