

General conditions to the agreement

1 Scope of the general conditions

The general conditions are applicable to the agreement between grant requestor and Movetia.

2 General obligations of the beneficiary

The beneficiary shall:

- a) be responsible for carrying out the Project in accordance with the terms and conditions of the agreement;
- b) be responsible for complying with any legal obligations incumbent on it;
- c) inform Movetia immediately of any change
 - likely to affect or delay the implementation of the Project;
 - in its legal, financial, technical, organisational or ownership situation;
 - in its name, address or legal representative.

3 Parental/guardian consent

The beneficiary shall obtain the Parental/Guardian consent for participants of minor age prior to their participation in any mobility activity.

4 Provisions on protection and safety of participants

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

The beneficiary shall ensure that insurance coverage is provided to participants involved in mobility activities.

5 Communication

5.1 Form and means of communication

Notices under this contract must be made in writing to the contact points specified in the contract and must either be handed over in person, sent by registered letter or by a Swiss or international courier service or sent in PDF format by e-mail.

5.2 Date of communication

Deadlines are considered to have been met if a notice is provided on the last day of the deadline

- a) handed over to the Swiss Post or a Swiss or international courier company for delivery to the con-signee, or;
- b) will be sent by e-mail.

For cancellations Art. 14 applies.

Notifications to third party

The beneficiary shall inform Movetia about the planned media work. Subsequently the beneficiary shall inform the regional media about the Project and results of the Project by press releases, inter-views or other means it sees fit on a regular basis. The media work has to be done by the beneficiary during the time after the signing of this Agreement and before the request for the payment of the balance is filed by the beneficiary to Movetia in accordance with Article 16.2 Any information which is provided to the local media shall be provided at the same time to Movetia by the beneficiary. The beneficiary hereby grants Movetia the right to make free use in any way of such information (incl. pictures) as it sees fit, for example for its own media work or for dissemination on the internet etc. The beneficiary has to make sure that he is the owner of or has the right to transfer the respective rights to Movetia. Any communication or publication related to the Project, made by the beneficiary, including any information or promotional materials (such as brochures, leaflets, etc.), shall indicate that

the Project has received grant support from Movetia and

it reflects only the author's view and that Movetia is not responsible for any use that may be made of the information it contains.

The beneficiary authorises Movetia to publish the following information in any form and medium, including via the Internet:

the beneficiary's name and address and the amount awarded;

the Project, the subject and purpose of the grant and the results.

6 Liability for damages

Movetia shall not be held liable for any damage caused or sustained by the beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Project, subject to the mandatory statutory provisions.

Except in cases of force majeure, the beneficiary shall compensate Movetia for any damage sustained by it as a result of the implementation of the Project or because the Project was not implemented or implemented poorly, partially or late.

FORCE MAJEURE

"Force majeure" shall mean any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of the Project as soon as possible.

The party faced with force majeure shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by force majeure.

7 Conflict of interests

- 7.1 The beneficiary shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (“conflict of interests”).
- 7.2 Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to Movetia, in writing, without delay. The beneficiary shall immediately take all the necessary steps to rectify this situation. Movetia reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

8 Confidentiality

- 8.1 Both parties mutually agree to keep confidential all information and documents obtained in connection with this contract which are neither publicly available nor generally known. The parties are responsible for ensuring that these provisions are respected by all their employees and assistants.
- 8.2 Movetia and the beneficiary shall be bound by the confidentiality obligations during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless the confidential information becomes public through other means than in breach of the confidentiality obligation or the disclosure of the confidential information is required by law.

9 Data protection

9.1 Obligations of both parties

The parties commit complying with the relevant data protection legislation. Personal data may only be processed for the purpose and to the extent necessary for the fulfillment and performance of the contract. The parties respect the principles of proportionality, purpose limitation, transparency and good faith.

The parties shall inform each other if they become aware of violations of the protection of personal data concerning the present contractual relationship and agree on the further course of action for the protection of reporting and information obligations.

The beneficiary shall have the right of access to his personal data and the right to rectify any such data. Should the beneficiary have any queries concerning the processing of his personal data, he shall address them to Movetia.

9.2 Obligations of the beneficiary

The access to data that the beneficiary grants to its personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of the Agreement.

The beneficiary commits taking all reasonable, necessary, technical and organizational measures to protect the personal data, in particular to prevent unauthorized access by third parties, loss, damage, erasure or destruction of the data. The technical and organizational measures must ensure the confidentiality, integrity, availability and resilience of the systems and services related to the processing on

a permanent basis. In addition to digitized information and data security, the premises in which the data is processed are access protected.

10 Rights and ownership and use of the results (including intellectual and industrial property rights)

10.1 Ownership of the results by the beneficiary

Unless stipulated otherwise in the Agreement, ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiary.

10.2 Pre-existing industrial and intellectual property rights

Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Agreement, the beneficiary shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to Movetia at the latest before the commencement of implementation.

The beneficiary shall ensure that it has all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Agreement.

10.3 Rights of use of the results and of pre-existing rights by Movetia

The beneficiary grants Movetia the right to use the results of the Project for the following purposes:

- a) use for its own purposes without restrictions;
- b) distribution to the public, in any form;
- c) authorise or sub-licence these rights to third parties.

The beneficiary shall warrant that Movetia has the right to use any pre-existing industrial and intellectual property rights, which have been included in the results of the Project. Those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the Project.

Information about the copyright owner shall be inserted when the result is divulged by Movetia. The copyright information shall read: "© – year – name of the copyright owner. All rights reserved. Licenced to Movetia under conditions".

In addition, if the beneficiary produces educational materials under the scope of the Project, such materials shall be made available for the public, in digital form, accessible through the internet free of charge, under open licenses.

11 Subcontracting

11.1 Where the implementation of the Project requires the procurement of goods, works or services, the beneficiary shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it shall avoid any conflict of interests.

11.2 The beneficiary may subcontract tasks forming part of the Project, provided that, in addition to the above-mentioned conditions, the following conditions are complied with:

- a) subcontracting only covers the implementation of a limited part of the Project;

- b) recourse to subcontracting is justified having regard to the nature of the Project and what is necessary for its implementation;
- c) the estimated costs of the subcontracting are clearly identifiable in the grant application;
- d) any recourse to subcontracting, if not provided for in the grant application, is communicated by the beneficiary and approved in advance in written form by Movetia;
- e) the beneficiary ensures that the conditions applicable to it under this Agreement are also applicable to the subcontractor.

11.3 The beneficiary shall retain sole responsibility for carrying out the Project and for compliance with the provisions of the Agreement. The beneficiary shall ensure that any procurement contract contains provisions stipulating that the subcontractor has no rights vis-à-vis Movetia under the Agreement.

12 Assignment of claims for payments to third parties

Claims for payments of the beneficiary against Movetia may not be assigned to third parties, unless Movetia has given its prior written consent to such assignment. In no circumstances shall such an assignment release the beneficiary from its obligations towards Movetia.

13 Suspension of the implementation of the project

13.1 Suspension of the implementation by the beneficiary

The beneficiary may suspend the implementation of the Project or any part thereof if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of force majeure. The beneficiary shall inform Movetia without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

Unless the Agreement is terminated in accordance with Article 14.1 or points (b) or (c) of Article 14.2.1, the beneficiary shall, once the circumstances allow resuming the implementation of the Project, inform Movetia immediately and present a request for amendment of the Agreement as provided for in Article

13.2 Suspension of the implementation by Movetia

13.2.1 Movetia may suspend the implementation of the Project or any part thereof (including the pre-financing payments or payment of the balance) if Movetia suspects or has evidence that the beneficiary has committed substantial errors, irregularities, fraud or any breach of obligations in the award procedure or in the implementation of the Agreement.

13.2.2 Before suspending the implementation, Movetia shall formally notify the beneficiary of its intention to suspend, specifying the reasons thereof and the necessary conditions for resuming the implementation. The beneficiary shall be invited to submit observations within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the beneficiary, Movetia decides to stop the suspension procedure, it shall notify the beneficiary thereof.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, Movetia decides to pursue the suspension procedure, it may suspend the implementation by formally notifying the beneficiary thereof, specifying the reasons for the suspension and the definitive conditions for resuming the implementation.

The suspension shall take effect on the date when the notification is sent by Movetia or on a later date, where the notification so provides.

In order to resume the implementation, the beneficiary shall endeavour to meet the notified conditions as soon as possible and shall inform Movetia of any progress made in this respect.

Movetia shall, as soon as it considers that the conditions for resuming the implementation have been met, formally notify the beneficiary thereof and invite the beneficiary to present a request for amendment of the Agreement as provided for in Article 13.3.

In the case of suspension of payments, the corresponding requests for payments may be submitted by the beneficiary as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article 16.

13.3 Effects of the suspension

If the implementation of the Project can be resumed and the Agreement is not terminated, an amendment to the Agreement shall be made in order to establish the date on which the Project shall be resumed, to extend the duration of the Project and to make any other modifications that may be necessary to adapt the Project to the new implementing conditions.

Any costs incurred by the beneficiary connected with the suspension and the resuming of the implementation of the Project shall not be reimbursed or covered by the grant.

The right of Movetia to suspend the implementation is without prejudice to its right to terminate the Agreement in accordance with Article 14.2 and its right to reduce the grant or recover amounts unduly paid in accordance with Articles 19.4 and 20.

14 Termination of the agreement

14.1 Termination of the Agreement by the beneficiary

In duly justified cases the beneficiary may terminate the Agreement with a notice period of three months to one month end by formally notifying Movetia thereof, stating clearly the reasons.

If no reasons are given or if Movetia considers that the reasons exposed cannot justify the termination, it shall formally notify the beneficiary, specifying the grounds thereof, and the Agreement shall be deemed to have been terminated improperly, with the consequences set out in Article 14.3.

14.2 Termination of the Agreement by Movetia

14.2.1 Movetia may decide to terminate the Agreement in the following circumstances:

- a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- b) if the beneficiary does not implement the Project as agreed or fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- c) in the event of force majeure, or in the event of suspension by the beneficiary as a result of exceptional circumstances, notified in accordance with Article 13, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- d) if the beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities or is the subject of any other similar proceedings;

- e) if the beneficiary or any related person have been found guilty of professional misconduct proven by any means;
- f) if the beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the relevant legal provisions;
- g) if Movetia has evidence that the beneficiary or any related person have committed substantial errors, irregularities, fraud or corruption in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Agreement, or are involved in any illegal activity.

14.2.2 For the purposes of points (e) and (g) "any related person" shall mean any natural person who has the power to represent the beneficiary or to take decisions on its behalf.

Before terminating the Agreement, Movetia shall formally notify the beneficiary of its intention to terminate, specifying the reasons thereof and inviting the beneficiary, within 45 calendar days from receipt of the notification, to submit observations.

If, after examination of the observations submitted by the beneficiary, Movetia decides to stop the termination procedure, it shall formally notify the beneficiary thereof.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, Movetia decides to pursue the termination procedure, it may terminate the Agreement without notice by formally notifying the beneficiary thereof, specifying the reasons for the termination.

14.3 Effects of termination

Where the Agreement is terminated, payments by Movetia shall be limited to the amount determined in accordance with Article 19 on the basis of the eligible costs incurred by the beneficiary and the actual level of implementation of the Project on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The beneficiary shall have 60 calendar days from the date when the termination of the Agreement takes effect to produce a request for payment of the balance in accordance with Article 16.2. If no request for payment of the balance is received within this time limit, Movetia shall not reimburse or cover any costs which are not included or which are not justified in the interim or final report approved by it. In accordance with Article 20, Movetia shall recover any amount already paid, if its use is not substantiated by the interim or final report.

Where Movetia, in accordance with point (b) of Article 14.2.1, is terminating the Agreement on the grounds that the beneficiary has failed to produce the request for payment and, after a reminder, has still not complied with this obligation within the deadline set out in the Agreement, the first subparagraph shall apply, subject to the following:

- a) There shall be no additional time period to produce a request for payment of the balance; and
- b) Movetia shall not reimburse or cover any costs incurred by the beneficiary up to the date of termination or up to the end of the period set out in the Agreement, whichever is the earlier, which are not included or which are not justified in the interim or final report.

In addition to the first and second subparagraphs, where the Agreement is terminated improperly by the beneficiary within the meaning of Article 19.4 and 20, or where the Agreement is terminated by Movetia on the grounds set out in points (b), (e), (f) and (g) of Article 14.2.1, Movetia may also reduce the grant or recover amounts unduly paid.

15 Maximum amount and form of the grant

15.1 Maximum grant awarded

In the Agreement maximum amounts are mentioned. The grant shall be of a maximum amount and shall take the form of unit contributions and reimbursement of eligible costs (as specified in Article 17. All rates applicable for contributions to unit costs are published at the following internet address: www.movetia.ch (Grants)

15.2 Budget transfers mobility

Budgets transfers between the budget categories are only allowed in the following cases:

The beneficiary is allowed to transfer up to 100% of the funds allocated for organisational support to travel and individual support;

The beneficiary is allowed to transfer funds allocated from any budget category to special needs support, even if initially no funds were allocated for special needs support as specified in the Agreement. No other transfers are allowed.

16 Provisions on reporting and payment arrangements

16.1 First pre-financing payment, financial guarantee

Movetia shall pay to the beneficiary within 30 days following the entry into force of the Agreement a first pre-financing payment corresponding to the amount specified in the Agreement.

Where payment of pre-financing is conditional on receipt of a financial guarantee, the financial guarantee shall fulfill the following conditions:

- a) it is provided by a bank or an approved financial institution;
- b) the guarantor stands as first-call guarantor and does not require Movetia have recourse against the principal debtor (i.e. the beneficiary); and
- c) it provides that it remains in force until the pre-financing is cleared against payment of the balance by Movetia and, in case the payment of the balance is made in accordance with Article 20, three months after the beneficiary was notified in accordance with Article 20.2 second sub-paragraph. Movetia shall release the guarantee within the following month.

16.2 Requests for the payment of the balance

Within 60 calendar days after the end date of the Project specified in the Agreement the beneficiary shall 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 Article 17.

The final report is considered as the beneficiary's request for payment of the balance of the grant. The beneficiary shall certify that the information provided in the request for payment of the balance is full, reliable and true. It shall 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 21.

16.3 Payment of the balance

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of period set out in the Agreement, the remaining part of the eligible costs incurred by the beneficiary for its implementation.

Without prejudice to Articles 13.2 and 18.1, on receipt of the documents referred to in the final report, Movetia shall pay the amount due as the balance within 60 calendar days.

This amount shall be determined following approval of the final report. Approval of the final report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

The amount due as the balance shall be determined by deducting, from the final amount of the grant (Article 19), the total amount of pre-financing already made. Where the total amount of earlier payments exceeds the final amount of the grant, the payment of the balance may take the form of a recovery as provided for by Article 20.

16.4 Non-submission of documents

Where the beneficiary has failed to submit an interim report due or a final report, Movetia shall send a formal reminder within 15 calendar days of the deadline. If the beneficiary still fails to submit such report within 30 calendar days following this reminder, Movetia reserves the right to terminate the Agreement in accordance with Article 14.2.1 b), and request the reimbursement of the full amount of pre-financing payments in accordance with Article 20.

16.5 Conversion of costs incurred in another currency into Swiss Francs

Any conversion into CHF of costs incurred in any other currency shall be made by the beneficiary at the monthly exchange rate established by the Swiss National Bank published on its website¹ and applicable on the month prior to the day when the grant agreement is signed by latter of the two parties.

17 Eligible costs

17.1 Conditions for unit contributions

Where the grant takes the form of a unit contribution, the number of units must comply with the following conditions:

- a) the units must be actually used or produced in the period set out in the Agreement;
- b) the units must be necessary for implementing the Project or produced by it;
- c) the number of units must be identifiable and verifiable, in particular supported by records and documentation specified in Article 17.2.

17.2 Calculation of unit contributions

If a specific budget category is not listed in the estimated budget the following provisions regarding this specific budget category are not applicable.

If a different budget category is listed in the Agreement than in this chapter, the grant will be provided in the form of a reimbursement of actual cost.

The following budget categories refer to mobility projects under the Swiss program on Erasmus+ (KA1):

Travel

- a) Calculation: The grant amount is based on a lump sum as specified in Article 15.1.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the reported travel.
- c) Supporting documents:

¹ <https://data.snb.ch/de/topics/ziredev#!/cube/devkum>

For travel taking place between the sending organisation and the receiving organisation: proof of attendance of the activity in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its starting and end date;

In any other cases, the actual travel itinerary shall be supported with travel tickets or other invoices specifying the place of departure and the place of arrival.

Individual support

- a) Calculation: The grant amount is calculated by multiplying the number of days per participant with the unit contribution applicable per day for the receiving country concerned as specified in the agreement.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity.
- c) Supporting documents: proof of attendance of the activity in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its starting and end date.

Organisational support

- a) Calculation: The grant amount is calculated by multiplying the total number of persons taking part in the mobility activities with the unit contribution applicable as specified in Article 15.1. The total number of persons considered excludes persons accompanying learners at their activity.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity.
- c) Supporting documents: proof of attendance of the activity in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its starting and end date.

Course fees

- a) Calculation: The grant amount is calculated by multiplying the total number of days per course with the unit contribution applicable as specified in Article 15.1.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has participated in a structured course requiring the payment of a course fee.
- c) Supporting documents: proof of enrolment in the course and of payment of a course fee in the form of an invoice or other declaration issued and signed by the course provider specifying the name of the participant, the name of the course taken as well as the start and end date of the participant's participation in the course.

Linguistic support

- a) Calculation: The grant amount is calculated by multiplying the total number of learners receiving linguistic support with the unit contribution as specified in Article 15.1.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken language preparation in the language of instruction of work abroad.
- c) Supporting documents:
 - proof of attendance of courses in the form of a declaration signed by the course provider, specifying the name of the participant, the language taught, the format and duration of the linguistic support provided, or

- invoice for the purchase of learning materials, specifying the language concerned, the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice, or
- in case the linguistic support is provided directly by the beneficiary: a declaration signed and dated by the beneficiary, specifying the name of the participant, the language taught, the format and duration of the linguistic support received.

The following budget categories refer to cooperation projects under the Swiss program on Erasmus+ KA2 (KA2 European Universities, see below):

Project management and implementation

- a) Calculation of the grant amount: the grant amount is calculated by multiplying the total number of months of the project duration by the unit contribution applicable to the beneficiary.
- b) Triggering event: the event that conditions the entitlement to the grant is that the beneficiary implements the activities and produces the outputs to be covered from this budget category as applied for in the grant application and as approved by Movetia.
- c) Supporting documents: proof of activities undertaken and outputs produced will be provided in the form of a description of these activities and outputs in the final report. In addition, outputs produced will be, depending on their nature, available for checks and audits at the premises of the beneficiari.

Transnational project meetings

- a) Calculation of the grant amount: the grant amount is calculated by multiplying the total number of participants with the unit contributions applicable.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually participated in the transnational project meeting and undertaken the reported travel.
- c) Supporting documents:

For travel taking place between the sending organisation and the receiving organisation: proof of attendance of the activity abroad in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity abroad, as well as its starting and end date;

In case of travel from a place different than that where the sending organisation is located and/or travel to a place different than that where the receiving organisation is located, the actual travel itinerary shall be supported with travel tickets or other invoices specifying the place of departure and the place of arrival.

Project results

- a) Calculation of the grant amount: the grant amount is calculated by multiplying the number of days of work performed by the staff of the beneficiary by the unit contribution applicable per day for the category of staff.
- b) Triggering event: the event that conditions the entitlement to the grant is that the intellectual output has been produced and that it is of an acceptable quality level, as determined by the evaluation of Movetia.
- c) Supporting documents:
 - proof of the project results produced, which will be, depending on its nature, available for checks and audits at the premises of the beneficiary of its project partner organisations;

- proof of the staff time invested in the production of the project result in the form of a time-sheet per person, identifying the name of the person, the category of staff, the dates and the total number of days of work of the person for the production of the intellectual output;
- proof of the nature of the relationship between the person and the beneficiary (such as type of employment contract, voluntary work, etc.), as registered in the official records of the beneficiary.

Multiplier events

- a) Calculation of the grant amount: the grant amount is calculated by multiplying the number of participants from organisations other than the beneficiary and other project partner organisations by the unit contribution applicable per participant;
- b) Triggering event: the event that conditions the entitlement to the grant is that the multiplier event has taken place and that it is of an acceptable quality level, as determined by the evaluation of Movetia;
- c) Supporting documents:
 - Description of the multiplier event in the final report;
 - Proof of attendance of the multiplier event in the form of a participants list signed by the participants specifying the name, date and place of the multiplier event, and for each participant: name, e-mail address and signature of the person, name and address of the sending organisation of the person;
 - Detailed agenda and any documents used or distributed at the multiplier event.

Transnational learning, teaching and training activities

Short-term exchange for staff training and teaching in intensive study programmes (3-60 days)

Short-term exchange of groups of pupils (3-60 days)

Long-term study mobility of pupils (2-12 month)

Long-term teaching or training assignments (2-12 month)

- a) Calculation of the grant amount: the grant amount takes the form of a unit contribution as follows:
 - Travel: the grant amount is calculated by multiplying the total number of participants with the unit contributions applicable;
 - Individual support: the grant amount is calculated by multiplying the number of days per participant with the unit contribution applicable;
- b) Triggering event:
 - Travel: the triggering event for the entitlement to the grant is that the participant has actually undertaken the reported travel.
 - Individual support: the event that conditions the entitlement to the grant is that the participant has undertaken the activity abroad.
- c) Supporting documents:

Travel:

 - For travel taking place between the sending organisation and the receiving organisation: proof of attendance of the activity abroad in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity abroad, as well as its starting and end date;

- In case of travel from a place different than that where the sending organisation is located and/or travel to a place different than that where the receiving organisation is located, the actual travel itinerary shall be supported with travel tickets or other invoices specifying the place of departure and the place of arrival.

Individual support:

- Proof of attendance of the activity abroad in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity abroad, as well as its start and end date;

The following budget categories refer to Key Action 2 European Universities under the Swiss Erasmus+ programme (KA2 European Universities).

Personnel costs

- Calculation of the funding: the funding amount is based on the maximum funding amount indicated in the funding decision. Maximum eligible costs per person and day (including overheads) according to the programme.
- Initiating event: the project is entitled to funding when implementation is completed in accordance with the project application.
- Supporting documents: evidence of activities completed and results achieved is to be presented in the form of a description of these activities and results in the final report. Depending on the type of results, these can also be checked at the project organiser's premises.

Material costs

- Calculation of the subsidy: the funding amount is based on the maximum funding amount indicated in the funding decision. Maximum eligible costs per trip in accordance with the funding programme.
- Initiating event: the project is entitled to funding when implementation is completed in accordance with the project application.
For travel and accommodation expenses: funding is granted if the participant has effectively completed the specified trip or activity abroad.
- Supporting documents: evidence of activities completed and results achieved is to be presented in the form of a description of these activities and results in the final report. Depending on the type of results, these can also be checked at the project organiser's premises.

The project is entitled to funding to cover personnel and material costs incurred as part of a work package when the work package has been implemented in accordance with the project application. Evidence of activities completed and results achieved for each work package is to be presented in the form of a description of these activities and results in the final report. Depending on the type of results, these can also be checked at the project organiser's premises.

The following budget categories refer to projects under the international programme.

Personnel costs

- Calculation of the subsidy: the funding amount is based on the maximum funding amount indicated in the funding decision. Maximum eligible costs per person and day (including overheads) according to the programme.
- Initiating event: the project is entitled to funding when implementation is completed in accordance with the project application.
- Supporting documents: evidence of activities completed and results achieved is to be presented in the form of a description of these activities and results in the final report. Depending on the type of results, these can also be checked at the project organiser's premises.

Material costs

- a) Calculation of the subsidy: the funding amount is based on the maximum funding amount indicated in the funding decision. Maximum eligible costs per trip according to the programme.
- b) Initiating event: the project is entitled to funding when implementation is completed in accordance with the project application.

For travel and accommodation expenses: funding is granted if the participant has effectively completed the specified trip or activity abroad.

- c) Supporting documents: evidence of activities completed and results achieved is to be presented in the form of a description of these activities and results in the final report. Depending on the type of results, these can also be checked at the project organiser's premises.

The project is entitled to funding to cover personnel and material costs incurred as part of a work package when the work package has been implemented in accordance with the project application. Evidence of activities completed and results achieved for each work package is to be presented in the form of a description of these activities and results in the final report. Depending on the type of results, these can also be checked at the project organiser's premises.

The following budget categories refer to mobility projects under the national teacher exchange programme:

Individual support

- a) Calculation: the grant amount is calculated by multiplying the total number of weeks or monthly periods with the unit contributions applicable;
- b) Triggering event: the triggering event for the entitlement to the grant is that the participant has actually under-taken the reported travel.
- c) Supporting documents: proof of attendance of the activity in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its starting and end date.

Organisational support

- a) Calculation: The grant amount is calculated by multiplying the total number of persons taking part in the mobility activities with the unit contribution applicable as specified in Article 15.1. The total number of persons considered excludes persons accompanying learners at their activity.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity.
- c) Supporting documents: proof of attendance of the activity in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its starting and end date.

Partnership projects:

No budget categories are specified.

- a) Calculation of the subsidy: the funding amount is based on the maximum funding amount indicated in the funding decision.
- b) Initiating event: the project is entitled to funding when implementation is completed in accordance with the project application.

For travel and accommodation expenses: Funding is granted if the participant has effectively completed the specified trip or activity.

- c) Supporting documents: evidence of activities completed and results achieved is to be presented in the form of a description of these activities and results in the final report. Depending on the type of results, these can also be checked at the project organiser's premises.

The following budget categories refer to mobility projects under the program National Exchange in Vocational Education and Training:

Travel

- a) Calculation: The grant amount is calculated by multiplying the total number of persons taking part in the mobility activities with the unit contribution applicable as specified in Article 15.1. The total number of persons considered excludes persons accompanying learners at their activity.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the reported travel.
- c) Supporting documents:
 - For travel taking place between the sending organisation and the receiving organisation: proof of attendance of the activity in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its starting and end date;
 - In any other cases, the actual travel itinerary shall be supported with travel tickets or other invoices specifying the place of departure and the place of arrival.

Stay

- a) Calculation: The grant amount is calculated by multiplying the number of weeks per participant with the unit contribution applicable per week as specified in the agreement.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity.
- c) Supporting documents: proof of attendance of the activity in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its starting and end date.

Organisation

- a) Calculation: The grant amount is calculated by multiplying the total number of persons taking part in the mobility activities with the unit contribution applicable as specified in Article 15.1. The total number of persons considered excludes persons accompanying learners at their activity.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity.
- c) Supporting documents: proof of attendance of the activity in the form of a declaration signed by the receiving organisation specifying the name of the participant, the purpose of the activity, as well as its starting and end date.

Language course during stay

- a) Calculation: The grant amount is calculated by multiplying the total number of weeks for the total duration of the exchange per participant with the unit contribution applicable as specified in Article 15.1.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has participated in a structured course requiring the payment of a course fee.

- c) Supporting documents: proof of attendance of courses in the form of a declaration signed by the course provider, specifying the name of the participant, the language taught, the format and duration of the linguistic support provided.

Language course before stay

- a) Calculation: The grant amount is calculated by multiplying the number of weeks of the course (1 week = 5 days of 8 lessons) per participant with the unit contribution applicable as specified in Article 15.1.
- b) Triggering event: the event that conditions the entitlement to the grant is that the participant has participated in a structured course requiring the payment of a course fee.
- c) Supporting documents: proof of attendance of courses in the form of a declaration signed by the course provider, specifying the name of the participant, the language taught, the format and duration of the linguistic support provided.

17.3 Conditions for the reimbursement of actual costs

Where the grant takes the form of a reimbursement of actual costs, the following conditions shall apply:

- a) they are incurred by the beneficiary, in the period of the Project according to the Agreement, in connection with the Project and are necessary for its implementation;
- b) they are indicated in the estimated budget (in the Agreement) or eligible following budget transfers (Article 15.2);
- c) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards and with the usual cost accounting practices of the beneficiary;
- d) they comply with the requirements of applicable tax and social legislation;
- e) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency;
- f) they are not covered by a unit contribution as specified in Article 17.1.

17.4 Calculation of actual cost

If a specific budget category is not listed in the estimated budget the following provisions regarding this specific budget category are not applicable.

Special needs support

- a) Calculation: The grant is a reimbursement of 100% of the eligible costs actually incurred.
- b) Eligible costs: costs that are indispensable to allow persons with disabilities to participate in the Project and that are additional to costs supported by a unit contribution (Article 17.1).
- c) Supporting documents: invoices of the actual costs incurred, specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice.

Exceptional costs

- a) Calculation: The grant is a reimbursement of 100% of the eligible costs actually incurred.
- b) Eligible costs:
 - costs that are indispensable to allow learners with fewer opportunities to participate in the action and that are additional to costs supported by a unit contribution (Article 17.1);

- costs relating to a pre-financing guarantee lodged by the beneficiary where such guarantee is required by Movetia (Article 16.1).

c) Supporting documents:

- In the case of costs related to the participation of learners with fewer opportunities: invoices of the actual costs incurred, specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice.
- In the case of a financial guarantee: proof of the cost the financial guarantee issued by the body providing the guarantee to the beneficiary, specifying the name and address of the body issuing the financial guarantee, the amount and currency of the cost of the guarantee, and providing the date and signature of the legal representative of the body issuing the guarantee.

17.5 Ineligible costs

In addition to any other costs which do not fulfill the conditions set out in Articles 17.1 and 17.3, the following costs shall not be considered eligible:

- a) return on capital;
- b) debt and debt service charges;
- c) provisions for losses or debts;
- d) interest owed;
- e) doubtful debts;
- f) exchange losses;
- g) costs of opening and operating bank accounts (including costs of transfers from Movetia charged by the bank of the beneficiary);
- h) costs declared by the beneficiary in the framework of another project receiving a grant financed from the Swiss Confederation; in particular, indirect costs shall not be eligible under a grant for a Project awarded to the beneficiary when it already receives an operating grant financed from the Swiss Confederation during the period in question;
- i) in the case of renting or leasing of equipment, the cost of any buy-out option at the end of the lease or rental period;
- j) contributions in kind from third parties;
- k) excessive or reckless expenditure;
- l) VAT, when is considered as recoverable under the applicable legislation.

18 Further payment arrangements

18.1 Suspension of the time limit for payment

Movetia may suspend the time limit for payment at any time by formally notifying the beneficiary (together with the reasons thereof) that its request for payment cannot be met, either because it does not comply with the provisions of the Agreement, or because the appropriate supporting documents have not been produced, or because there is doubt about the eligibility of the costs declared in the interim or final report.

Suspension shall take effect on the date when notification is sent by Movetia. The remaining payment period shall start to run again from the date on which the reasons for the suspension ceased to exist. Where the suspension exceeds two months, the beneficiary may request a decision by Movetia on whether the suspension is to be continued.

Where the time limit for payment has been suspended following the rejection of the final report provided for by Article 16.2 and the new report submitted is also rejected, Movetia is allowed to terminate the Agreement in accordance with Article 14.2.1 (b).

18.2 Notification of amounts due

Movetia shall formally notify the amounts due, specifying whether it is a further pre-financing payment, or the payment of the balance. In the case of payment of the balance, it shall also specify the final amount of the grant determined in accordance with Article 19.

18.3 Interest on late payment

On expiry of the time limits for payment specified in this Agreement, the beneficiary is entitled to interest of 5% on late payment. The suspension of the time limit for payment in accordance with Article 18.1 or of payment by Movetia in accordance with Article 13.2 may not be considered as late payment.

The interest payable shall not be considered for the purposes of determining the final amount of grant within the meaning of Article 19.1.

By exception, when the calculated interest is lower than or equal to CHF 200, it shall be paid only upon request submitted by the beneficiary within two months of receiving late payment.

18.4 Further provisions

All payments shall be made in CHF.

Payments by Movetia shall be deemed to be effected on the date when they are debited to Movetia's account.

Costs of transfer charged by the bank of Movetia shall be borne by Movetia, costs of transfer charged by the bank of the beneficiary shall be borne by the beneficiary. All costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

19 Determining the final amount of the grant

19.1 Calculation of the final amount

Without prejudice to Articles 19.2, 19.3 and 19.4, the final amount of the grant shall be determined as follows:

- a) where the grant takes the form of the reimbursement of eligible costs, the amount shall be obtained by application of the reimbursement rate specified in that Article to the eligible costs of the Project approved by Movetia for the corresponding categories of costs, for the beneficiary;
- b) where the grant takes the form of a unit contribution, the amount shall be obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by Movetia for the beneficiary.

Where the Agreement provides a combination of different forms of grants, these amounts shall be added.

19.2 Maximum amount

The total amount paid to the beneficiary by Movetia may in no circumstances exceed the maximum amount specified in Article 19.1. If it exceeds this maximum amount, the final amount of the grant shall be limited to this maximum amount.

19.3 No-profit rule and taking into account of receipts

19.3.1 The grant may not produce a profit for the beneficiary. "Profit" shall mean a surplus of the receipts over the eligible costs of the Project.

19.3.2 The receipts to be taken into account are the receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary, which fall within one of the following two categories: Income generated by the Project or financial contributions specifically assigned by the donors.

19.3.3 Financial contributions shall not be considered as a receipt to be taken into account:

- a) if they may be used by the beneficiary to cover costs other than the eligible costs under the Agreement;
- b) the unused part of which is not due to the donor at the end of the period set out in the Agreement

19.3.4 The eligible costs to be taken into account are the eligible costs approved by Movetia for the categories of costs reimbursed in accordance with Article 17.

19.3.5 Reduction for poor, partial or late implementation

If the Project is not implemented or is implemented poorly, partially or late, Movetia may reduce the grant initially provided for, in line with the actual implementation of the Project.

20 Recovery

20.1 Financial responsibility

Where an amount is to be recovered under the terms of the Agreement, the beneficiary shall repay Movetia the amount in question.

20.2 Recovery procedure

Before recovery, Movetia shall notify in writing the beneficiary of its intention to recover the amount unduly paid, specifying the amount due and the reasons for recovery and inviting the beneficiary to make any observations within 30 calendar days from the receipt of notification letter.

In case the beneficiary submits its observations within the period thereof, Movetia shall send to the beneficiary a notification letter with the revised final grant amount, the amount due for reimbursement and the instructions for recovery.

If the beneficiary has not reimbursed the amount due by the date specified in the notification letter or has not provided any observations by the due date, Movetia shall recover, whenever possible, the amount due by offsetting it against any amounts owed to the beneficiary by Movetia.

If the reimbursement has not been received from the beneficiary following the above provisions, Movetia shall recover the amount due by drawing on the financial guarantee where provided for in accordance with Article 16.1 or by taking legal action against the beneficiary.

20.3 Further provisions

If payment has not been made by the date set out in notification letter the amount due shall bear interest of 5%.

Any partial payment shall first be appropriated against charges and interest on late payment and then against the principal.

Bank charges incurred in connection with the recovery of the sums owed to Movetia shall be borne by the beneficiary.

21 Checks and audits, monitoring and evaluation

21.1 Technical and financial checks or audits

Movetia may carry out technical and financial checks and audits in relation to the use of the grant, either directly by its own staff or third persons authorised to do so on their behalf. Checks and audits may be undertaken on the basis of desk checks at the premises of Movetia, or any person or body mandated by them, or they can take place on the spot at the premises of the beneficiary or sites and premises where the Project is or was carried out.

21.2 Effects of findings of audits and checks

On the basis of the findings established during any checks or audits, Movetia shall send within 60 calendar days of the end of the check a provisional report to the beneficiary, who shall have 30 calendar days from the date of receipt to submit its observations. Movetia shall send its final report to the beneficiary within 30 calendar days of expiry of the time limit for submission of observations.

On the basis of the final findings of audits or checks, Movetia may take the measures which it considers necessary, including recovery of all or part of the payments made by it (Article 20).

In the case of final findings of audits or checks made after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article 19, and the total amount paid to the beneficiary under the Agreement for the implementation of the Project.

21.3 Monitoring and evaluation of the Project

The beneficiary accepts to participate in and contribute to monitoring and evaluation activities organised by Movetia as well as by any persons and bodies mandated by it.

21.4 Periodic assessment of unit contributions

The beneficiary accepts that Movetia may check the statutory records of the beneficiary for the purpose of periodic assessments of unit contribution levels.

Such checks shall not result in an adjustment of the final grant amount under this Agreement, but may be used by Movetia in view of possible future updates of unit contribution levels.

21.5 Duty to keep documents and to provide information

The beneficiary shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by the law and under the conditions laid down therein, for a period of ten years starting from the date of payment of the balance or the reimbursement thereof by the beneficiary, unless a longer duration is required by the law.

The periods shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant. In such cases, the beneficiary shall keep the documents until such audits, appeals, litigation or pursuits of claims are closed.

The beneficiary shall grant Movetia, or any person or body authorised by it, a full right of access to all information and documents concerning the implementation of the Project, its results and the use of the

grant in accordance with this Agreement in the context of checks or audits, monitoring and evaluation. In case the beneficiary does not comply with this obligation, Movetia may consider any cost insufficiently substantiated by information as ineligible and / or any unit contribution insufficiently substantiated by information as undue.

Checks and audits, monitoring and evaluation may be initiated during the implementation of the Agreement and for a period of ten years starting from the date of payment of the balance or the reimbursement thereof by the beneficiary, unless a longer duration is required by the law.