



EUROPEAN COMMISSION

Directorate-General for Communications Networks, Content and Technology

Data

Learning, Multilingualism and Accessibility

Luxembourg, 19/12/2017
CONNECT G03 ÅB/jz
Ares(2017)6232356

Jonna Korhonen
Development Manager
CSC-TIETEEN TIETOTEKNIKAN OY
KEILARANTA 14,
02100 ESPOO
Finland

REGISTERED WITH ACKNOWLEDGEMENT OF RECEIPT

**Subject: Grant agreement SI2.488704 (ECOKT2016-1)
"Learner-centred digital ecosystem of competence development
(CompLeap)"**

Dear Ms Korhonen,

Please find herewith for your files one signed and dated original of the above-mentioned grant agreement and one set of the signed mandate letters.

Yours sincerely,

Åsa Barton
Project Officer

Cc Kimmo Koski



EUROPEAN COMMISSION

Directorate-General for Communications Networks, Content and Technology

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Learning, Multilingualism & Accessibility

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER — SI2.488704 (ECOKT2016-1)

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

on the one part,

The European Union ('the Union'), represented by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by June Lowery-Kingston, Head of Unit of the Administration and Finance unit of the Directorate-General for Communications Networks, Content and Technology,

and

on the other part,

1. 'the coordinator'

CSC-TIETEEN TIETOTEKNIKAN OY (CSC) official registration No 09206320 established in FINLAND, KEILARANTA 14, 02100 ESPOO (VAT number FI09206320) represented for the purposes of signature of the Agreement by Kimmo Koski, Managing Director

and the following other beneficiaries:

2. OPETUSHALLITUS (OPH) official registration No 27697901 established in FINLAND, HAKANIEMENRANTA 6, 00530 HELSINKI (VAT number FI27697901),

3. OULUN YLIOPISTO (UOulu) official registration No 02458955 established in FINLAND, PENTTI KAITERAN KATU 1, 90014 OULU (VAT number FI02458955),

4. JYVASKYLAN KOULUTUSKUNTAYHTYMA (JEC) official registration No 02082011 established in FINLAND, VIITANIEMENTIE 3, 40720 JYVASKYLA (VAT number FI02082011),

5. MINISTERIE VAN ONDERWIJS, CULTUUR EN WETENSCHAP (DUO) established in THE NETHERLANDS, RIJNSTRAAT 50, 2500 BJ DEN HAAG,

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 Description of the action
- Annex II General Conditions ('the General Conditions')
- Annex III Estimated budget of the action
- Annex IV Mandates provided to the coordinator by the other beneficiaries
- Annex V Model technical report: not applicable
- Annex VI Model financial statement
- Annex VII Model terms of reference for the certificate on the financial statements: not applicable
- Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

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 II 'General Conditions' take precedence over the other Annexes.

SPECIAL CONDITIONS

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ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT

The Commission 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 *action* entitled "**Learner-centred digital ecosystem of competence development (CompLeap)**", as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the *action*, 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 *action* runs for **24 months** starting on **1 December 2017**.

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

I.3.1 The *maximum amount of the grant* is **EUR 1 277 185**. (one million two hundred seventy-seven thousand one hundred eighty-five euros).

I.3.2 The grant takes **the form** of:

- (a) the reimbursement of 70% of the eligible costs of the *action* ('reimbursement of eligible costs'), which are estimated at EUR 1 824 551 and which are:
 - (i) actually incurred ('reimbursement of actual costs') for each of the beneficiaries
 - (ii) declared on the basis of a flat rate of 7% of the eligible direct costs ('reimbursement of flat-rate costs') for each of the beneficiaries

ARTICLE I.4 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from month 1 to month 12
- Reporting period 2: from month 13 to the last month of the action.

I.4.2 Request for second pre-financing payment and supporting documents

Not applicable

I.4.3 Request for interim payment and supporting documents

The coordinator must submit a request for an interim payment within 60 calendar days following the end of the first reporting period.

This request must be accompanied by the following documents:

- (a) an interim report ('interim technical report'), drawn up in accordance with Annex V, containing:
 - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution, as provided for in Article I.3.2 (a)(ii) and (iii), (b) or (c));
 - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (b) an interim financial statement ('interim financial statement'). The interim financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

The interim financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex VI. It must also detail the amounts for each of the forms of grant set out in Article I.3.2 for the reporting period concerned;

- (c) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary and for each affiliated entity, if:
 - (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2 (a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
 - (ii) the maximum grant amount indicated for that beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII.

The certificate must certify that the costs declared in the interim financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

The coordinator must certify that the information provided in the request for interim payment is full, reliable and true.

The coordinator 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.

I.4.4 Request for payment of the balance and supporting documents

The coordinator must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the action ('final technical report'), drawn up in accordance with Annex V, containing:
 - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b) or (c));
 - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3.2 for the last reporting period;

- (c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3 for each beneficiary and its affiliated entities.

The summary financial statement must be drawn up in accordance with Annex VI;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary and for each affiliated entity, if:
 - (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
 - (ii) the maximum grant amount indicated for that beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII.

The certificate must certify that the costs declared in the final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the receipts referred to in Article II.25.3 have been declared.

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator 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.

In addition, the coordinator must certify that all the receipts referred to in Article II.25.3 have been declared.

I.4.5 Information on cumulative expenditure incurred

Not applicable

I.4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros.

Beneficiaries and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros 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.

Beneficiaries and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

I.4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English.

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Commission must make the following payments to the coordinator:

- one pre-financing payment;

- one interim payment, on the basis of the request for interim 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.5.2 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 Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Commission must make the pre-financing payment of EUR 638 592 (six hundred thirty-eight thousand five hundred ninety-two euros) to the coordinator within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

I.5.3 Interim payment

Interim payments reimburse or cover the eligible costs incurred for the implementation of the *action* during the corresponding reporting periods.

The Commission must pay the coordinator the amount due as interim payment within 60 calendar days from when the Commission receives the documents referred to in Article I.4.3, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for interim payment and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.]

The Commission calculates the amount due as interim payment as follows:

Step 1 — It applies the reimbursement rate to the eligible costs and adds the unit, flat-rate and lump sum contributions

Step 2 — It clears the pre-financing

Step 3 — It limits the amount to 90% of the *maximum amount of the grant*

I.5.3.1 Step 1 — Applying the reimbursement rate to the eligible costs and adding the unit, flat-rate and lump sum contributions

This step is applied as follows:

- (a) If, in accordance with Article I.3.2(a), the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in that Article is applied to the eligible costs of the action approved by the Commission for the concerned reporting period and for the corresponding categories of costs, beneficiaries and affiliated entities;
- (b) If, in accordance with Article I.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of

units approved by the Commission for the concerned reporting period and for the corresponding beneficiaries and affiliated entities;

- (c) If, in accordance with Article I.3.2(c), the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I during the concerned reporting period;
- (d) If, in accordance with Article I.3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the concerned reporting period and for the corresponding beneficiaries and affiliated entities.

If Article I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added.

I.5.3.2 Step 2 — Clearing the pre-financing

The interim payment must clear 90% the amount of the pre-financing payment previously made.

The amount of pre-financing to be cleared must be deducted from the amount obtained following Step 1.

I.5.3.3 Step 3 — Limiting the amount to 90% of the *maximum amount of the grant*

The total amount of pre-financing and interim payments must not exceed 90% of the *maximum amount of the grant*.

I.5.4 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 *action*.

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 Commission must pay the balance within [60][90] 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 Commission 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.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III.

I.5.5 Notification of amounts due

The Commission 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, an interim payment or the payment of the balance.

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

I.5.6 Interest on late payment

If the Commission does not pay within the time limits for payment, the beneficiaries are entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('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 all beneficiaries are Member States 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 Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payments as provided for in Article II.24.1, these actions may not 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.5.8. The Commission 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 EUR 200, it must be paid to the coordinator only if the coordinator requests it within two months of receiving late payment.

I.5.7 Currency for payments

The Commission must make payments in euros.

I.5.8 Date of payment

Payments by the Commission are considered to have been carried out on the date when they are debited to its account.

I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Commission bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

I.5.10 Payments to the coordinator

The Commission must make payments to the coordinator.

Payments to the coordinator discharge the Commission from its payment obligation.

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the coordinator's bank account as indicated below:

Name of bank: DANSKE BANK PLC

Precise denomination of the account holder: CSC TIETEEN TIETOTEKNIIKAN KESKUS OY CSC IT CENTER FOR SCIENCE LTD

Full account number (including bank codes): FI52 8000 1701 0425 59

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is the Head of Unit of the Learning, Multilingualism and Accessibility unit of the Communication Networks, Content and Technology DG.

I.7.2 Communication details of the Commission

Any communication addressed to the Commission must be sent to the following address:

European Commission
Directorate-General for Communication Networks, Content and Technology
Directorate Data
Unit G.3 - Learning, Multilingualism and Accessibility
EUFO 2274
L-2920 LUXEMBOURG
Email address: CNECT-G3@ec.europa.eu

I.7.3 Communication details of the beneficiaries

Any communication from the Commission to the beneficiaries must be sent to the following address:

Jonna Korhonen
Development Manager

CSC-TIETEEN TIETOTEKNIKAN OY
KEILARANTA 14,
02100 ESPOO
Finland

Email address: jonna.korhonen@csc.fi

SIGNATURES

For the coordinator

Kimmo Koski,
Managing Director

For the Commission

June Lowery-Kingston
Head of Unit

CSC – IT Center for Science Ltd.

signature

signature

Done at

ESPOO

Done at Luxembourg,

Date :

7/12/2017

Date :

18-12-17

In duplicate in English

**ANNEX IV
MANDATE⁸**

I, the undersigned,

Raakel Tiihonen, Director, Services for the education sector,

representing,

OPETUSHALLITUS (OPH) official registration No 27697901 established in FINLAND, HAKANIEMENRANTA 6, 00530 HELSINKI (VAT number FI27697901),

(‘the beneficiary’),

for the purposes of signing and implementing the grant agreement **SI2.488704 (ECOKT2016-1)** with the European Commission (‘the grant agreement’) for the action entitled "**Learner-centred digital ecosystem of competence development (CompLeap)**" (‘the action’)

hereby:

1. Mandate

CSC-TIETEEN TIETOTEKNIKAN OY (CSC) official registration No 09206320 established in FINLAND, KEILARANTA 14, 02100 ESPOO (VAT number FI09206320) represented for the purposes of signature of the Agreement by Kimmo Koski, Managing Director (‘the coordinator’)

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the European Commission.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the beneficiary’s participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

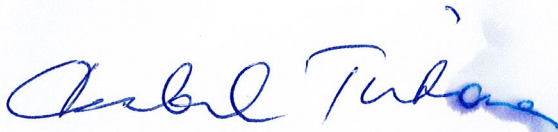
I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

⁸ One original version of this Annex to be included for each beneficiary except for the coordinator.

This mandate is annexed to the grant agreement and forms an integral part of it.

SIGNATURE

Raakel Tiihonen,
Director, Services for the education sector



signature

Done at

Date : 5.12.2017

In duplicate in English

**ANNEX IV
MANDATE⁹**

I, the undersigned,

Taina Pihlajaniemi, Vice Rector, Research

representing,

OULUN YLIOPISTO (UOulu) official registration No 02458955 established in FINLAND,
PENTTI KAITERAN KATU 1, 90014 OULU (VAT number FI02458955),

(‘the beneficiary’),

for the purposes of signing and implementing the grant agreement **SI2.488704 (ECOKT2016-1)** with the European Commission (‘the grant agreement’) for the action entitled "**Learner-centred digital ecosystem of competence development (CompLeap)**" (‘the action’)

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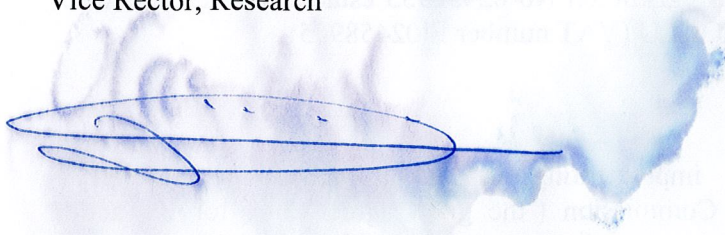
⁹ One original version of this Annex to be included for each beneficiary except for the coordinator.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate is annexed to the grant agreement and forms an integral part of it.

SIGNATURE

Taina Pihlajaniemi,
Vice Rector, Research



signature

Done at *Oulu*

Date : *11.12.2017*

In duplicate in English

**ANNEX IV
MANDATE¹⁰**

I, the undersigned,

Vesa Saarikoski, CEO,

representing,

JYVASKYLAN KOULUTUSKUNTAYHTYMA (JEC) official registration No 02082011 established in FINLAND, VIITANIEMENTIE 3, 40720 JYVASKYLA (VAT number FI02082011),

(‘the beneficiary’),

for the purposes of signing and implementing the grant agreement **SI2.488704 (ECOKT2016-1)** with the European Commission (‘the grant agreement’) for the action entitled "**Learner-centred digital ecosystem of competence development (CompLeap)**" (‘the action’)

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I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

¹⁰ One original version of this Annex to be included for each beneficiary except for the coordinator.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate is annexed to the grant agreement and forms an integral part of it.

SIGNATURE

Vesa Saarikoski,
CEO



signature

Done at

Date : 8.12.2017

In duplicate in English]

ANNEX IV MANDATE¹¹

I, the undersigned,

Wim Westerbeek, Chief Executive Financials, Services and ICT,

representing,

MINISTERIE VAN ONDERWIJS, CULTUUR EN WETENSCHAP (DUO) established in
THE NETHERLANDS, RIJNSTRAAT 50, 2500 BJ DEN HAAG,

(‘the beneficiary’),

for the purposes of signing and implementing the grant agreement **SI2.488704 (ECOKT2016-1)** with the European Commission (‘the grant agreement’) for the action entitled "**Learner-centred digital ecosystem of competence development (CompLeap)**" (‘the action’)

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¹¹ One original version of this Annex to be included for each beneficiary except for the coordinator.

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This mandate is annexed to the grant agreement and forms an integral part of it.

SIGNATURE

Wim Westerbeek, Chief Executive Financials, Services and ICT



Dienst Uitvoering Onderwijs
Ministerie van Onderwijs, Cultuur en
Wetenschap

signature

Done at *Groningen.*

Date : *6/12/2017*

In duplicate in English]