 

## AGREEMENT

**between the Republic of Serbia and the European Union**

**on the participation of the Republic of Serbia in Erasmus+ - the Union programme for education, training, youth and sport**

The Government of the Republic of Serbia (hereinafter referred to as ‘Serbia’),

of the one part,

and

the European Commission (hereinafter referred to as ‘the Commission’), on behalf of the European Union (hereinafter referred to as ‘the Union’),

of the other part,

hereinafter referred to as ‘the Parties’

WHEREAS a Stabilisation and Association Agreement between the Republic of Serbia, of the one part, and the European Communities and their Member States, of the other part**[[1]](#footnote-1)**, has been approved by Council and Commission Decision 2013/490/EU, Euratom of 22 July 2013[[2]](#footnote-2). In Article 132 of the Stabilisation and Association Agreement it is provided that the Framework Agreement between Serbia and Montenegro and the European Community on the general principles for the participation of Serbia and Montenegro in Community Programmes, signed on 22 November 2004, and the Annex thereto shall form an integral part of this Agreement. Article 5 of the Framework Agreement stipulates that the specific terms and conditions, including the financial contribution, with regard to the participation of Serbia in each particular programme, will be determined by the European Commission and the competent authorities of the Republic of Serbia in the form of a Memorandum of Understanding.

WHEREAS Erasmus+: the Union programme for education, training, youth and sport, has been established by Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021**[[3]](#footnote-3)** (hereinafter the “Erasmus+ Regulation” or “Regulation 2021/817).

WHEREAS pursuant to Article 19 of the Erasmus+ Regulation, which concerns the association of third countries, the specific terms and conditions of the association should be determined by an international agreement between the Union and the associated country.

CONSIDERING the Union’s efforts to lead the response by joining forces with its international partners to address global challenges in line with the plan of action for people, planet and prosperity in the United Nations Agenda ‘Transforming our World: the 2030 Agenda for Sustainable Development’, and acknowledging that ensuring inclusive and equitable quality education and promote lifelong learning opportunities for all is a common priority.

RECOGNISING the general principles as set out in the Erasmus+ Regulation.

SHARING the general objective of the Erasmus+ Programme to support, through lifelong learning, the educational, professional and personal development of people in education, training, youth and sport, in Europe and beyond, thereby contributing to sustainable growth, quality jobs and social cohesion, to driving innovation, and to strengthening European identity and active citizenship.

ACKNOWLEDGING that the Erasmus+ Programme is an instrument for building a European Education Area, supporting the implementation of the European strategic cooperation in the field of education and training, with its underlying sectoral agendas, advancing youth policy cooperation under the Union Youth Strategy 2019-2027 and developing the European dimension in sport.

CONSIDERING that the common goals, values and strong links of the Parties in the field of education, training, youth and sport and recognising the common desire of the Parties to further develop, strengthen, stimulate and extend their relations and cooperation therein,

HAVE AGREED AS FOLLOWS:

***Article 1***

### Scope of the association

Serbia shall participate as associated country in and contribute to all parts of the Erasmus+: the Union programme for education, training, youth and sport (hereinafter the “Erasmus+ Programme”), established by the Regulation (EU) 2021/817 of the European Parliament and of the Council (hereinafter the “Erasmus+Regulation”).

***Article 2***

### Terms and conditions of participation in the Erasmus+ Programme

1. Serbia shall participate in the Erasmus+ Programme in accordance with the conditions laid down in the Framework Agreement between Serbia and Montenegro and the European Community on the general principles for the participation of Serbia and Montenegro in Community Programmes, and under the terms and conditions set forth in this Agreement,in the legal act referred to in Article 1 of this Agreement,as well as in any other rules pertaining to the implementation of the Erasmus+ Programme and activity in their most up to date versions.
2. Unless otherwise provided for in the terms and conditions referred to in paragraph 1 of this Article, legal entities established in Serbia may participate in actions of the Erasmus+ Programme under conditions equivalent to those applicable to legal entities established in the Union, including respect for EU restrictive measures[[4]](#footnote-4).
3. Representatives of Serbia shall have the right to participate as observers in the committee referred to in Article 34 of Regulation (EU) 2021/817 establishing the Erasmus+ programme without voting rights and for points which concern Serbia.
4. Travel costs and subsistence expenses incurred by representatives and experts of Serbia for the purposes of taking part as observers in the work of the committee referred to in Article 34 of Regulation (EU) 2021/817 or other meetings related to the implementation of the Erasmus+ Programme, shall be reimbursed by the European Union on the same basis as and in accordance with the procedures in force for representatives of the Member States of the European Union.
5. The Parties shall make every effort, within the framework of the existing provisions, to facilitate the free movement and residence of participants in the activities covered by this Agreement and to facilitate cross-border movement of goods and services intended for use in such activities.
6. Serbia shall take all necessary measures, as appropriate, to ensure that goods and services, purchased in Serbia or imported into Serbia, which are partially or entirely financed pursuant to the grant agreements and/or contracts concluded for the realisation of the activities in accordance with this Agreement, are exempted from customs duties, import duties and other fiscal charges, including the VAT, that are applicable in Serbia.
7. English shall be used by Serbia for its contacts with the Commission concerning the procedures related to requests, contracts and reports, as well as for other administrative aspects of the Programme.

***Article 3***

### Financial contribution

1. Participation of Serbia or Serbian legal entities in the Erasmus+ Programme shall be subject to Serbia contributing financially to the Programme and the related management, execution and operation costs under the general budget of the Union (hereinafter referred to as the ‘Union budget’).
2. The financial contribution shall take the form of the sum of:

a) an operational contribution; and

b) a participation fee.

1. The financial contribution shall take the form of an annual payment, in accordance with the call for funds. It shall be due no later than 45 days after the date of the call for funds.
2. The operational contribution shall cover operational and support expenditure of the Erasmus+ Programme and be additional both in commitment and payment appropriations to the amounts entered in the Union budget definitively adopted for the Erasmus+ Programme.
3. The operational contribution shall be based on a contribution key defined as the ratio of the Gross Domestic Product (GDP) of Serbia at market prices to the GDP of the Union at market prices. The GDPs at market prices to be applied shall be determined by the Union based on the most recent statistical data available for budget calculations in the year prior to the year in which the annual payment is due. By derogation, for 2021, the operational contribution shall be based on the GDP of year 2019 at market prices. Adjustments to this contribution key are laid down in Annex I.
4. The initial operational contribution shall be calculated applying the contribution key, as adjusted, to the initial commitment appropriations entered in the Union budget definitively adopted for the applicable year for financing the Erasmus+ Programme.
5. The participation fee shall be 4% of the annual initial operational contribution as calculated in accordance with paragraphs 5 and 6 and shall be phased in as set out in Annex I.
6. The Union shall provide Serbia with information in relation to its financial participation as included in the budgetary, accounting, performance and evaluation related information provided to the Union budgetary and discharge authorities concerning the Erasmus+ Programme. That information shall be provided having due regard to Serbia’s and the Union’s and confidentiality and data protection rules and shall be without prejudice to the information which Serbia is entitled to receive under Annex II.
7. All contributions of Serbia or payments from the Union, and the calculation of amounts due or to be received shall be made in euro.

***Article 4***

### Monitoring, Evaluation and Reporting

1. Without prejudice to the responsibilities of the Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors of the European Union in relation to monitoring and evaluation of the Programme, the participation of Serbia in the Erasmus+ Programme shall be continuously monitored on a partnership basis involving Serbia and the Commission.
2. The rules concerning sound financial management, including the financial control, recovery and other antifraud measures in relation to Union funding under this Agreement are laid down in Annex II of this Agreement.

***Article 5***

### Final provisions

1. This Agreement shall enter into force on the date when the Parties have notified each other of the completion of their internal procedures necessary for that purpose.
2. This Agreement shall apply from 1 January 2021. It shall remain in force for as long as is necessary for all the projects and activities financed from Erasmus+ Programme, all the actions necessary to protect the financial interests of the European Union and all the financial obligations stemming from the implementation of this Agreement between the Parties to be completed.
3. Serbia and the Union may apply this Agreement provisionally in accordance with their respective internal procedures and legislation. The provisional application shall begin on the date on which the Parties have notified each other of the completion of their internal procedures necessary for that purpose.
4. Should Serbia notify the Commission acting on behalf of the Union that it will not complete its internal procedures necessary for this entry into force of this Agreement, this Agreement shall cease to apply on the date of receipt of this notification by the Commission which shall constitute the cessation date for the purposes of this Agreement.
5. The application of this Agreement may be suspended at the initiative of the Union in case of non- payment of the financial or operational contribution due by Serbia as described under Point II of Annex I.

Suspension of the application of this Agreement shall be notified by the Commission to Serbia by a formal letter of notification which shall take effect 30 days following the receipt of this notification by Serbia.

In case the application of this Agreement is suspended, legal entities established in Serbia shall not be eligible to participate in award procedures not yet completed when the suspension takes effect. An award procedure shall be considered completed when legal commitments have been entered into as a result of that procedure.

The suspension does not affect the legal commitments entered into with the legal entities established in Serbia before the suspension took effect. This Agreement shall continue to apply to such legal commitments.

The European Union shall immediately notify Serbia once the entire amount of the financial or operational contribution due has been received by the Commission. The suspension shall be lifted with an immediate effect upon this notification.

As of the date when the suspension is lifted, legal entities of Serbia shall be again eligible in award procedures launched after this date and in award procedures launched before this date, for which the deadlines for submission of applications has not expired.

1. Either Party may terminate this Agreement at any time by a written notification informing of the intent to terminate it.

The termination shall take effect three calendar months after the date at which the written notification reaches its addressee. The date on which the termination takes effect shall constitute the termination date for the purposes of this Agreement.

1. Where this Agreement ceases to apply provisionally in accordance with paragraph (4) or is terminated in accordance with paragraph (6), the Parties agree that:
2. projects or actions in respect of which legal commitments have been entered into during the provisional application and/or after the entry into force of this Agreement, and before this Agreement ceases to apply or is terminated, shall continue until their completions under the conditions laid down in this Agreement;
3. the annual financial contribution of the year N during which this Agreement ceases to apply provisionally or is terminated shall be paid entirely in accordance with Article 3.

The Parties shall settle by common consent any other consequences of termination or cessation of provisional application of this Agreement.

1. This Agreement may only be amended in writing by common consent of the Parties. The entry into force of the amendments will follow the same procedure as that applicable for the entry into force of this Agreement.
2. The Annexes to this Agreement shall form an integral part of this Agreement.

This Agreement shall be drawn up in duplicate in English.

Done at Brussels, this 24th day of November Done at Belgrade, this 18th day of November

in the year two thousand and twenty-one.in the year two thousand and twenty-one.

For Serbia For the Commission,

on behalf of the Union,

|  |  |
| --- | --- |
| Branko Ružić | Mariya Gabriel |
| First Deputy Prime Minister  Minister of Education, Science and  Technological Development | Commissioner  for Innovation, Research,  Culture, Education and Youth |

*ANNEX I: Rules governing the financial contribution of Serbia to the Erasmus+ Programme (2021-2027)*

*ANNEX II: Sound Financial Management*

## ANNEX I

**Rules governing the financial contribution of Serbia**

**to the Erasmus+ Programme (2021-2027)**

### I. Calculation of Serbia’s financial contribution

1. The financial contribution of Serbia to the Erasmus+ Programme shall be established on a yearly basis in proportion to, and in addition to, the amount available each year in the Union budget for commitment appropriations needed for the management, execution and operation of the Erasmus+ Programme.
2. The participation fee referred to in Article 3(7) of this Agreement shall be phased in as follows:
   * 2021: 0,5%;
   * 2022: 1%;
   * 2023: 1,5%;
   * 2024: 2%;
   * 2025: 2,5%;
   * 2026: 3%;
   * 2027: 4%.
3. In accordance with Article 3(5) of this Agreement, the initial operational contribution to be paid by Serbia for its participation in the Erasmus+ Programme will be calculated for the respective financial years by applying an adjustment to the contribution key.

The adjustment to the contribution key shall be:

Contribution Key Adjusted = Contribution Key × 𝐶𝑜𝑒𝑓𝑓𝑖𝑐𝑖𝑒𝑛𝑡

The coefficient used for the above calculation to adjust the contribution key shall be 0.7.

This yearly operational contribution integrates a contribution to the external strand of the programme financed through the Neighbourhood Development and International Cooperation Instrument and the Instrument of Pre-Accession assistance III.

### II. Payment of Serbia’s financial contribution

1. The Commission shall communicate to Serbia, as soon as possible and at the latest when issuing the first call for funds of the financial year, the following information:
   1. the amounts in commitment appropriations in the Union budget definitively adopted for the year in question for the budget lines covering participation of Serbia, in the

Erasmus+ Programme;

* 1. the amount of the participation fee referred to in Article 3(7) of this Agreement.

On the basis of its Draft Budget, the Commission shall provide an estimate of information for the following year under points (a) and (b) as soon as possible, and, at the latest, by 1 September of the financial year.

1. The Commission shall issue, at the latest in June of each financial year, a call for funds to Serbia corresponding to its contribution under this Agreement.

Each call for funds shall provide for the payment of Serbia's contribution not later than 45 days after the call for funds is issued.

For the first year of implementation of this Agreement, the Commission shall issue the call for funds, within 60 days of the signature of this Agreement.

1. Serbia shall pay its financial contribution under this Agreement in accordance with Article 3 Paragraph 3 of this Agreement. In the absence of payment by Serbia by the due date, the Commission shall send a formal letter of reminder.

Any delay in the payment of the financial contribution shall give rise to the payment of default interest by Serbia on the outstanding amount from the due date.

The interest rate for amounts receivable not paid on the due date shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of *the Official Journal of the European Union*, in force on the first calendar day of the month in which the due date falls, increased by one and half percentage points.

In case the delay in the payment of the contribution is such that it may significantly jeopardise the implementation and management of the Erasmus+ Programme, participation of Serbia in the Erasmus+ Programme may be suspended by the Commission following the absence of payment 20 working days after a formal letter of reminder, without prejudice to the Union's obligations according to grant agreements and/or contracts already concluded pertaining to the implementation of the indirect actions for which Serbia was selected.

## ANNEX II

**Sound Financial Management**

### Article 1

#### Reviews and audits

1. The European Union shall have the right to conduct, in accordance with the applicable acts of one or more Union institutions or bodies and as provided in relevant agreements and/or contracts, technical, scientific, financial, or other types of reviews and audits on the premises of any natural person residing in or any legal entity established in Serbia and receiving European Union funding, as well as any third party involved in the implementation of Union funds residing or established in Serbia. Such review and audits may be carried out by the agents of the institutions and bodies of the European Union, in particular of the European Commission and the European Court of Auditors, or by other persons mandated by the European Commission.
2. The agents of the institutions and bodies of the European Union, in particular of the European Commission and the European Court of Auditors, and the other persons mandated by the European Commission, shall have appropriate access to sites, works and documents (both in electronic and paper versions) and to all the information required in order to carry out such audits, including the right of obtaining a physical/electronic copy of, and extracts from, any document or the contents of any data medium held by the audited natural or legal person, or by the audited third party.
3. Serbia shall not prevent or raise any particular obstacle to the right of entrance in Serbia and to the access to the premises of the agents and other persons referred to in paragraph 2 on the grounds of the exercise of their duties referred to in this Article.
4. Notwithstanding the suspension of application of this Agreement in case of non-payment of the financial or operational contribution due by Serbia, the cessation of provisional application or termination of this Agreement, the reviews and audits may be carried out, also after the suspension of application in case of non-payment of the financial or operational contribution due by Serbia, the cessation of provisional application or termination takes effect, on the terms laid down in the applicable acts of one or more European Union institutions or bodies and as provided in relevant agreements and/or contracts in relation to any legal commitment implementing the European Union budget entered into by the European Union before the date on which the suspension of application of this Agreement in case of non-payment of the financial or operational contribution due by Serbia, the cessation of provisional application or termination of this Agreement takes effect.

### Article 2

#### Fight against irregularities, fraud and other criminal offences affecting the financial interests of the Union

1. The European Commission and the European Anti-Fraud Office (OLAF) shall be authorised to carry out administrative investigations, including on-the-spot checks and inspections, on the territory of Serbia. These investigations shall be carried out in accordance with the terms and conditions established by applicable acts of one or more Union institutions.
2. The competent Serbian authorities shall inform the European Commission or OLAF within reasonable time of any fact or suspicion which has come to their notice relating to an irregularity, fraud or other illegal activity affecting the financial interests of the Union.
3. On-the-spot checks and inspections may be carried out on the premises of any natural person residing in or legal entity established in Serbia and receiving Union funds, as well as of any third party involved in the implementation of Union funds residing or established in Serbia.
4. On-the-spot checks and inspections shall be prepared and conducted by the European Commission or OLAF in close collaboration with the competent Serbian authority designated by the Serbian government. The designated authority shall be notified a reasonable time in advance of the object, purpose and legal basis of the checks and inspections, so that it can provide assistance. To that end, the officials of the competent Serbian authorities may participate in the on-the-spot checks and inspections.
5. Upon request by the Serbian authorities, the on-the-spot checks and inspections may be carried out jointly with the European Commission or OLAF.
6. Commission agents and OLAF staff shall have access to all the information and documentation, including computer data, on the operations concerned, which are required for the proper conduct of the on-the-spot checks and inspections. They may, in particular, copy relevant documents.
7. Where the person, entity or another third party resists an on-the-spot check or inspection, the Serbian authorities, acting in accordance with national rules and regulations, shall assist the European Commission or OLAF, to allow them to fulfil their duty in carrying out an on-the-spot check or inspection. This assistance shall include taking the appropriate precautionary measures under national law, in particular in order to safeguard evidence.
8. The European Commission or OLAF shall inform the Serbian authorities of the result of such checks and inspections. In particular, the European Commission or OLAF shall report as soon as possible to the competent Serbian authority any fact or suspicion relating to an irregularity which has come to their notice in the course of the on-the-spot check or inspection.
9. Without prejudice to application of Serbian criminal law, the European Commission may impose administrative measures and penalties on legal or natural persons of Serbia participating in the implementation of a programme or activity in accordance with European Union legislation.
10. For the purposes of proper implementation of this Article, the European Commission or OLAF and the Serbian competent authorities shall regularly exchange information and, at the request of one of the parties to this Agreement, consult each other.
11. In order to facilitate effective cooperation and exchange of information with OLAF, Serbia shall designate a contact point.
12. Information exchanged between the European Commission or OLAF and the Serbian competent authorities shall take place having due regard to the confidentiality requirements. Personal data included in the exchange of information shall be protected in accordance with applicable rules.
13. The Serbian authorities shall cooperate with the European Public Prosecutor’s Office to allow it to fulfil its duty to investigate, prosecute and bring to judgment the perpetrators of, and accomplices to, criminal offences affecting the financial interests of the European Union in accordance with the applicable legislation.

### Article 3

#### Recovery and enforcement

1. Decisions adopted by the European Commission imposing a pecuniary obligation on legal or natural persons other than States in relation to any claims stemming from the Erasmus+ Programme shall be enforceable in Serbia. The order for enforcement shall be appended to the decision, without any other formality than a verification of the authenticity of the decision by the national authority designated for this purpose by the government of Serbia. The government of Serbia shall make known its designated national authority to the Commission and the Court of Justice of the European Union. In accordance with Article 4 of this Annex, the European Commission shall be entitled to notify such enforceable decisions directly to persons residing and legal entities established in Serbia. Enforcement shall take place in accordance with the Serbian law and rules of procedure.
2. Judgments and orders of the Court of Justice of the European Union delivered in application of an arbitration clause contained in a contract or agreement in relation to Union programmes, activities, actions or projects shall be enforceable in Serbia in the same manner as European Commission decisions referred to in paragraph 1.
3. The Court of Justice of the European Union shall have jurisdiction to review the legality of the decision of the Commission referred to in paragraph 1 and to suspend its enforcement. However, the Courts of Serbia shall have jurisdiction over complaints that enforcement is being carried out in an irregular manner.

### Article 4

#### Communication and exchange of information

The European Union institutions and bodies involved in the implementation of the Erasmus+ Programme, or in controls over that programme, shall be entitled to communicate directly, including through electronic exchange systems, with any natural person residing in or legal entity established in Serbia and receiving Union funds, as well as any third party involved in the implementation of Union funds residing or established in Serbia. Such persons, entities and parties may submit directly to the European Union institutions and bodies all relevant information and documentation which they are required to submit on the basis of the European Union legislation applicable to the Union programme and of the contracts or agreements concluded to implement that programme.

1. OJ L 278, 18.10.2013, p. 14–15 [↑](#footnote-ref-1)
2. OJ L 278, 18.10.2013, p.16—473. [↑](#footnote-ref-2)
3. OJ L 189, 28.5.2021, p. 1–33. [↑](#footnote-ref-3)
4. The EU restrictive measures are adopted pursuant to Article 29 of the Treaty on the European Union or Article 215 of the Treaty on the Functioning of the European Union.

   [↑](#footnote-ref-4)