

## Infosessie Grant Agreement 2021

Informatiebijeenkomst mbo

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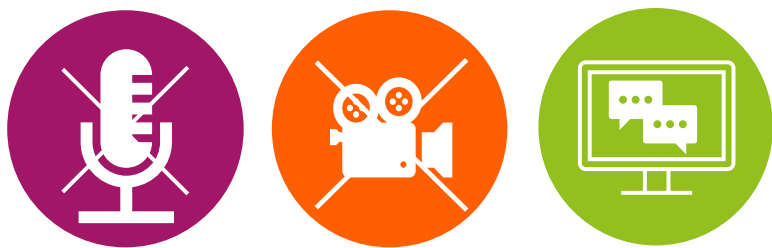
Marloes Hogervorst

Kim Verweij-Schaap

Maandag 28 juni 2021

13:00-14:30 uur





- Deze sessie wordt niet opgenomen
- De presentatie komt op de website
- Microfoon en camera uit
- Heb je een vraag? Stel hem in de chat of na de presentatie!

## Doel bijeenkomst

Informereren over de fundamentele en specifieke wijzigingen in de Grant Agreement (GA) van 2021. Dit betreft wijzigingen in zowel de Grant Agreement tussen Nationaal Agentschap en begunstigde én de Grant Agreement tussen begunstigde en deelnemers\*.

Na de presentatie zullen wij jullie vragen beantwoorden.

\* DISCLAIMER. De definitieve documenten voor Call 2021 zijn nog niet gepubliceerd. Deze presentatie is daarom onder voorbehoud van de definitieve publicatie van de Grant Agreement en bijbehorende documentatie. Er kunnen geen rechten aan deze presentatie worden ontleend en het Nationaal Agentschap behoudt het recht tot het aanbrengen van wijzigingen.

## Aanleiding bijeenkomst

Door de Audit Dienst Rijk (ADR) is geconstateerd dat in het afgelopen programma de wijze waarop de toekenning van subsidie aan de deelnemers is gedaan, niet altijd is gedaan zoals het is bedoeld. Hieraan zijn voor nu geen consequenties verbonden. Echter geldt wel dat in het nieuwe programma de regels op de juiste manier moeten worden toegepast.

## Wijzigingen Grant Agreement 2021 (1/2)

### Algemene wijzigingen

- GA is vereenvoudigd, minder lange teksten en iets andere opbouw
- Er wordt niet meer over Charter gesproken, maar over accreditatie
- Projectduur:
  - KA121 – 15 maanden, na 12 maanden de mogelijkheid om te verlengen tot 24 maanden
  - KA122 – 6 tot 18 maanden

## Wijzigingen Grant Agreement 2021 (2/2)

### Fundamentele/specifieke wijzigingen

- AVG en bescherming deelnemers
- Bestaande rechten en het gebruik van de resultaten (lesmateriaal, website)
- Erasmus+ reporting and management tool
- Subsidie voor deelnemers met *fewer opportunities*
- Online Language support (OLS)
- Budget transfers
- Monitoring projecten
- Toekennen subsidie aan deelnemers

## AVG en bescherming deelnemers

### → Meer aandacht voor AVG en bescherming deelnemers in GA

#### Naleving AVG

- Uit het final report moet blijken dat de juiste maatregelen zijn genomen.
- Voldoen aan regels/verplichtingen van de Verordening 2018/1725 t.a.v. gegevensverwerking.

**Article I.7.** The beneficiary shall report in the final report on the measures put in place for ensuring compliance of its data processing operations with the Regulation 2018/1725, in line with the obligations established in the Article II.7 at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller.

#### Verwerken gegevens deelnemers

- Deelnemers geven vooraf toestemming voor het gebruik van hun gegevens in de Erasmus+ reporting and management tool.
- De verwachting is dat het contract tussen begunstigde en deelnemer hierop wordt aangepast.

**Article I.8.** The beneficiary shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities.

#### Bescherming en veiligheid van deelnemers

- Bescherming en veiligheid van minderjarigen staat voorop.

**Article I.9.** Prior to any participation of minors in the Project, the beneficiary must ensure full respect of applicable regulation on protection and safety of minors as defined by the applicable legislation in the sending and hosting countries, including but not limited to: parental or guardian consent, insurance arrangements, and age limits.

## Bestaande rechten en het gebruik van de resultaten (lesmateriaal, website)

### → Meer nadruk op de toegankelijkheid van de materialen en bescherming van rechten

- Wanneer er lesmateriaal wordt gepubliceerd, dient deze gratis en openbaar te zijn via een geldige en actuele internet website.
- Bij stopzetting hosting van de website, dient de site uit ORS te worden gehaald.
- Als de materialen onderhevig zijn aan morele rechten of rechten van derden, moet er voldaan worden aan de hierbij geldende verplichting. Denk aan de benodigde licenties/machtigingen van betrokkenen.

**Article I.10** In addition to the provision of Article II.9.3, if the beneficiary produces educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses. If materials or documents are subject to moral rights or third-party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under Article II.9.2 obtaining the necessary licenses and authorisations from the rights holders concerned. The beneficiary must ensure that the website address used is valid and up to date. If the website hosting is discontinued, the beneficiary must remove the website from Organisation Registration System to avoid the risk that the domain is taken over by another party and redirected to other websites.



## Erasmus+ reporting and management tool

### → Er moet gebruik worden gemaakt van nieuwe en andere systemen

- Er dient gebruik te worden gemaakt van de door de EU aangeboden systemen (niet alleen meer Mobility Tool) om alle informatie vast te leggen met betrekking tot de activiteiten die in het kader van het project zijn ondernomen.
- Tenminste 1x per maand dient het systeem bijgewerkt te worden.

**Article I.11** The beneficiary must make use of the web-based reporting and management tool provided by the European Commission to record all information in relation to the activities undertaken under the Project, (including activities that were not directly supported with a grant from EU funds) and to complete and submit the Progress Report, Interim report (if available in the Erasmus+ reporting and management tool and for the cases specified in article I.4.3) and Final report. At least once a month during the mobility project, the beneficiary shall encode and update any new information regarding the participants and the mobility activities.

## Subsidie voor deelnemers met *fewer opportunities*

→ Dit is nieuw in het programma en daarom nu ook opgenomen in GA

- Als er subsidie is toegekend voor deelnemers met *fewer opportunities*, dan is de organisatie verantwoordelijk om deze deelnemers te voorzien van voldoende voorfinanciering.
- Er mag niet aan de deelnemer worden gevraagd om een eigen bijdrage te doen.

**Article I.15** In case funds have been approved for inclusion support for participants, the beneficiary will be responsible for ensuring that adequate pre-financing is provided to participants with fewer opportunities benefiting from the inclusion grant. In particular, participants with fewer opportunities may not be requested to personally pre-finance their activities.

## OLS

→ Online Language Support tool is beschikbaar voor het nieuwe programma met kleine aanpassingen voor MBO

- Licenties voor OLS ook bij mobiliteit < 19 dagen.
- Online assessment klaar voor aanvang mobiliteit, een enkele uitzondering daar gelaten.

**Article I.16** Language support will be provided to VET learners through the use of specialised licences for access to the Online Language Support (OLS) tool, as specified in Annex III.

Licences for OLS language assessment are allocated for all participants in student mobility between Programme Countries [...] who will use one of the languages available in the OLS tool as their main language of instruction or work [...] speakers). They must carry out an online assessment before the mobility period as a compulsory part of their mobility [...] except in duly justified cases.

The beneficiary must use the awarded licences [...] set out in Annex III. Any request for an adjustment [...] must be sent by the beneficiary to the NA. The acceptance of the request by the NA must not require an amendment of the Agreement within the meaning of Article II.13.

## Budget transfers KA121

→ Bijna alle budget verschuivingen zijn mogelijk zonder amendement

- KA121 Geaccrediteerde organisaties kunnen vrij schuiven tussen budgetposten m.u.v. inclusion support.

### article I.17

As an exception to the first subparagraph of Article II.22 of the General Conditions, all budget transfers between budget category Inclusion support for participants to another budget category shall be done through an amendment.

## Budget transfers KA122

### → speciale regels voor budget verschuivingen bij niet geaccrediteerde organisaties

- **KA122 Organisaties zonder accreditatie** kunnen zonder amendement met budget schuiven, rekening houdend met de hieronder genoemde condities.
- Verschuivingen vinden niet meer plaats per activiteit, maar per budgetcategorie

#### article I.17

the Project is implemented in accordance with the approved project application and overall objectives described in Annex I, and the following specific rules are respected:

- Organisational support:** the beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is not allowed to transfer any additional funds to this budget category without requesting an amendment.
- Travel, individual support and linguistic support:** the beneficiary is allowed to transfer up to 50% of the funds allocated to each of these categories to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment.
- Preparatory visits, course fees and inclusion support for organisations:** the beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment.
- Inclusion support for participants:** the beneficiary is allowed to transfer up to 15% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to this budget category without requesting an amendment.
- Exceptional costs for expensive travel and financial guarantee:** the beneficiary is allowed to transfer up to 100% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment, and provided that a relevant justification of expenses is included in the final report.

By derogation to point (b) of the present Article, for the purpose of establishing a financial guarantee in so far as required by the NA in Article I.4.2., the beneficiary is allowed to transfer funds allocated for any budget category (other than Inclusion support for participants) to budget category Exceptional costs.

## Monitoring projecten

### → Geaccrediteerde instellingen zullen d.m.v. checks gemonitord worden

- Het NA monitort de projecten conform de regels in de Call for proposals en zal aanbevelingen doen wanneer er zwakheden naar voren komen. Indien nodig, zullen er verdere stappen worden ondernomen.

**Article I.18** For accredited beneficiaries VET: The NA will monitor the implementation of the Erasmus accreditation in accordance with the rules established in the call for proposals that led to the award of the accreditation, and in accordance with the Erasmus quality standards. In case the monitoring reveals weaknesses, the NA will issue recommendations and/or obligatory instructions to remedy the situation. In case of need, the NA may take further remedial measures, as defined in the call for proposals that led to the award of the accreditation.

## Toekennen subsidie aan deelnemers vanuit het contract tussen instelling en deelnemer

### ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support for the mobility period is EUR [...], corresponding to EUR [...] per 30 days if long-term or per day if short term.
- 3.2 [NA/institution/organisation to select Option 1, Option 2 or Option 3]
- [Option 1]  
The participant shall receive EUR [...] corresponding to [institution/organisation to select the applicable budget categories: travel/individual support/ linguistic support.]  
NA to select the applicable budget categories depending on the Key Action, field and type of participants
- [Option 2]  
The [institution/organisation] shall provide the participant with [institution/organisation to select the applicable budget categories: travel/individual support/ linguistic support] in the form of direct provision of the required support services. In such case, the beneficiary shall ensure that this direct provision of services will meet the necessary quality and safety standards.
- [Option 3]  
The participant shall receive from the institution a financial support of [...] EUR for [institution/organisation to select the applicable budget categories: travel/individual support/ linguistic support] and support in the form of direct provision of the required [institution/organisation to select the applicable budget categories: travel/individual support/ linguistic support] services. In such case, the beneficiary shall ensure that the direct provision of services will meet the necessary quality and safety standards.
- 3.3 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.4 The financial support may not be used to cover similar costs already funded by Union funds.
- 3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond its studies/traineeship as long as he/she carries out the activities foreseen in Annex I.
- 3.6 The financial support or part thereof shall be recovered by the NA if the participant does not comply with the terms of the agreement [NA to complete with specific recovery rules if needed]. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.

Artikel 3.1 geeft het totaal budget voor de financiële tegemoetkoming vanuit Erasmus+ weer

Artikel 3.2 geeft 3 opties:

1. Deelnemer ontvangt X-euro wat correspondeert met travel/ind.support/ling.support (voor de organisatie te kiezen)
2. De organisatie levert in de vorm van directe provisie travel/ind.support/ling.support (dus in-kind) voor de benodigde diensten. Hierbij moet aandacht zijn voor kwaliteit en veiligheidseisen.
3. Een combinatie van optie 1 & 2. De deelnemers krijgt X-euro support voor bepaalde budget categorieën en het andere deel zal door de organisatie in-kind worden geleverd. Dit zou kunnen betekenen dat een student wel travel support krijgt, maar verder niets voor Individual support of linguistic support etc.

Vragen?





Bedankt voor jullie aandacht!

Heb je na deze presentatie nog vragen?

Neem gerust contact op via [mbo-sector@erasmusplus.nl](mailto:mbo-sector@erasmusplus.nl)