

## **ANNEX 5 - SPECIFIC RULES**

### **1. MAXIMUM GRANT AMOUNT (— ARTICLE 5.2)**

#### **1.1 GRANT INCREASE DUE TO REDISTRIBUTION OF FUNDS**

In the framework of redistribution of funds in higher education mobility, or in the event of additional funds becoming available to the National Agency for (re)allocation to the beneficiaries, the total maximum grant amount indicated in Article 5.2 may be increased through amendment in line with Article 39 provided that:

At periodic report stage a higher number of mobility activities or longer duration of outbound mobility activities (including invited staff from enterprises when applicable) has taken place or is foreseen to take place. The criteria according to which the additional funds may be provided are the following: all Beneficiaries shall be asked to submit a periodic report (drawn up by the NA) and indicate whether they want to be eligible for extra budget or if they want to return (part of) the budget. If the report shows that the total budget of the realized mobility is higher than the total of the provisionally allocated budget for mobility, they are eligible for an extra budget. Beneficiaries who want to return budget will indicate in the report how much budget they want to return, the grant will be decreased accordingly through an amendment.

If the budget that institutions want to return covers the budget that other institutions have indicated to be short of, the NA will adjust the budget according to the submitted periodic reports by means of an amendment. If the budget available for redistribution does not cover the budget that other institutions have indicated to be short of, the redistribution will be done pro rata to ensure equal treatment and transparency.

#### **1.2. GRANT DECREASE DUE TO LOW NUMBER OF MOBILITY ACTIVITIES IMPLEMENTED**

When the periodic or progress report shows a very low number of mobility activities indicating that the beneficiary will not fully implement the awarded grant, the total maximum grant amount indicated in Article 5.2 may be decreased through an amendment in line with Article 39.

#### **1.3. GRANT INCREASE FOR INCLUSION SUPPORT AND EXCEPTIONAL COSTS**

As inclusion support costs and exceptional costs cannot be included in the initial budget at application stage due to their ad-hoc nature, the beneficiary may request through amendment additional grant support once the participants with fewer opportunities or higher travel costs have been selected. Such inclusion support may be provided by the National Agency for participants with fewer opportunities and their organisation or in the case of exceptional costs as specified in Annex 2 and Annex 3.

## **2. BUDGET FLEXIBILITY (— ARTICLE 5.5)**

With regard to Article 5.5, an amendment is required for any budget transfers to the budget category *Organisational support (for mobility activities and for blended intensive programmes)*.

With regard to Article 5.5, an amendment is required if budget transfers from any budget category of *Student mobility* to any other budget category of *Staff mobility*, including real-cost budget categories, exceed 10% of the total funds in that budget category.

## **3. RECIPIENTS OF FINANCIAL SUPPORT TO THIRD PARTIES (— ARTICLE 9.4)**

If, while implementing the project, the beneficiary has to give support to participants, the beneficiary must provide such support in accordance with the conditions specified in Annex 1, Annex 2 and Annex 3.

The beneficiary must either:

- a) pay the individual support and travel support, if eligible according to Annex 2, in full to the participants of project activities, applying the rates for unit contributions as specified in Annex 3 or
- b) provide the support for the same budget categories referred above to participants of project activities in the form of provision of the required goods and services. In such case, the beneficiary must ensure that the provision of these goods and services will meet the necessary quality and safety standards. This option is allowed only for staff mobility activities and for student mobility activities with a separate travel support.

The beneficiary may combine the two options set out in the previous paragraph in so far as they ensure fair and equal treatment of all participants. In such case, the conditions applicable to each option must be applied for the budget categories to which the respective option is applied.

## **4. INCLUSION SUPPORT FOR PARTICIPANTS WITH FEWER OPPORTUNITIES**

For participants with fewer opportunities, the beneficiary will ensure that, when possible, the inclusion support or the top-up for fewer opportunities is pre-financed in order to facilitate the participation in the activities.

## **5. DATA PROTECTION (— ARTICLE 15)**

### **5.1 REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

The beneficiaries will 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 15 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.

## **5.2 INFORMING THE PARTICIPANTS ON THE PROCESSING OF THEIR PERSONAL DATA**

The beneficiaries will 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.

## **6. INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)**

### **6.1 LIST OF BACKGROUND**

The beneficiaries must, where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, establish a list of these pre-existing industrial and intellectual property rights, specifying the rights owners.

The coordinator must — before starting the action — submit this list to the granting authority.

### **6.2 EDUCATION MATERIALS**

If the beneficiaries produce educational materials under the scope of the project, such materials must be made available through the Internet, free of charge and under open licenses<sup>1</sup>. The beneficiaries must ensure that the website address used is valid and up to date. If the website hosting is discontinued the beneficiaries must remove the website from the Organisation Registration System to avoid the risk that the domain is taken over by another party and redirected to other websites.

## **7. COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17.4)**

The beneficiaries acknowledge the support received under the Erasmus+ programme in all communication and promotional materials, including on websites and social media.

The guidelines on visual identity for the beneficiary and other third parties are available at:

[https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility\\_en](https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en)

### **7.1 ERASMUS+ PROJECT RESULTS PLATFORM**

The coordinator may make the project results available to the Erasmus+ Project Results Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects>)

## **8. SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)**

### **8.1 EU RESTRICTIVE MEASURES**

The beneficiaries must ensure that the EU grant does not benefit any associated partners, subcontractors or recipients of financial support to third parties that are subject to restrictive measures adopted under Article 29 of the Treaty on the European Union or Article 215 of the Treaty on the Functioning of the EU (TFEU).

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<sup>1</sup> Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed and the beneficiary is free to choose the specific license to apply to their work. An open licence must be associated to each resource produced. An open licence is not a transfer of copyrights or Intellectual Property Rights (IPR).

## **9. REPORTING (— ARTICLE 21)**

### **9.1 ERASMUS+ REPORTING AND MANAGEMENT TOOL**

The coordinator 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 periodic and progress report(s) (if available in the Erasmus+ reporting and management tool and for the cases specified in Article 21.2) and final report.

At least once a month during the mobility project, the beneficiary has to encode and update any new information regarding the participants and the activities in the Erasmus+ reporting and management tool.

### **9.2 PERIODIC REPORT AND PROGRESS REPORT**

The periodic and progress reports include a technical part.

The technical part includes an overview of the action implementation. It must be prepared using the template provided by the National Agency (if any).

By signing the technical report, the beneficiaries confirm that the information provided is complete, reliable and true.

For the periodic report, in addition to the technical part, a financial statement must be provided.

### **9.3 FINAL REPORT**

The final report must include the following information:

1. Unit contributions consumed for budget categories:
  - Mobility Organisational support
  - Blended intensive programme organisational support
  - Individual support
  - Travel support
  - Inclusion support for organisations
2. Actual costs incurred for budget categories:
  - Exceptional costs
  - Inclusion support for participants

### **9.4 ASSESSMENT OF THE FINAL REPORT**

The final report will be assessed in conjunction with the participant reports, using a common set of quality criteria focusing on:

- a) The extent to which the project was implemented in line with the grant agreement.

- b) The extent to which the project was implemented in respect of the quality and compliance requirements set out in the Erasmus Charter for Higher Education and the applicable inter-institutional agreement(s).
- c) The extent to which the grant amounts due to mobility participants were transferred to them in accordance with the contractual provisions set out in the agreement between the beneficiary and the participant following the templates provided in Annex 6 of the Agreement.

The final report will be scored on a total of maximum 100 points. If the National Agency considers that the implementation of the project does not respect the quality commitment undertaken by the beneficiary, the NA may in addition or alternatively require the beneficiary to develop and implement an action plan within an agreed timeframe to ensure respect of the applicable requirements. If the beneficiary does not implement the action plan in a satisfactory manner by the due date, the NA may recommend to the European Commission to withdraw the Erasmus Charter for Higher Education of the beneficiary.

#### **10. AMOUNT DUE (— ARTICLE 22.3)**

The beneficiary must ensure that the activities of the project for which the grant was awarded are eligible in accordance with the rules set out in the Erasmus+ Programme Guide and with this Agreement.

The National Agency will consider ineligible any activity that is not compliant with the rules set out in the Erasmus+ Programme Guide, as complemented by the rules set out in this Agreement.

The grant amounts corresponding to those activities will be recovered in full. The recovery will cover all budget categories for which a grant was awarded in relation to the activity that is declared ineligible.

The beneficiary is allowed to use up to 20% of the latest awarded project grant as set out in the Data Sheet (see Point 3) to outbound student and staff mobility to third countries not associated to the Programme (the budget share for international mobility). The following budget categories are counted in this budget share:

- International student mobility grants: individual support and travel support
- International staff mobility grants: individual support and travel support
- Mobility organisational support: calculated on the number of international mobilities with the rate per international mobility being the project's average mobility organisational support per mobility
- Inclusion support for organisations

The real-cost budget categories as set out in Annex 1 of the Agreement *Inclusion support for participants* and *Exceptional costs for expensive travel* used for international mobilities are not taken into account in the calculation of the budget share for international mobility, neither as part of the total project grant nor as part of the reported international mobility funds.

## **11. CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS (— ARTICLE 25)**

For the purposes of Article 25, the coordinator or the concerned beneficiaries must provide to the NA physical or electronic copies of supporting documents specified in Annex 2, unless the NA makes a request for originals to be delivered. The NA must return original supporting documents to the concerned beneficiary upon its analysis thereof. If the beneficiary is legally not authorised to send original documents, a copy of the supporting documents will be sent instead.

The project may be subject to further checks: desk check, on-the-spot check and system check. In this context, the beneficiary may be requested by the NA to provide additional supporting documents or evidence, other than those in Annex 2 and that are typically required for the type of check.

### **11.1 DESK CHECK**

Desk check is an in-depth check of supporting documents at the National Agency's premises that may be conducted at or after the final report stage. Upon request, the beneficiary must submit to the National Agency the supporting documents for all budget categories.

### **11.2 ON-THE-SPOT CHECKS**

On-the-spot checks are performed by the National Agency at the premises of the beneficiary or at any other premises relevant for the execution of the project. During on-the-spot checks, the beneficiary must make original supporting documentation for all budget categories available for review by the National Agency, and must enable the National Agency access to the recording of project expenses in the beneficiary's accounts.

On-the-spot checks can take the following forms:

- a) **On-the-spot check during project implementation:** this check is undertaken during the implementation of the project in order for the National Agency to directly verify the reality and eligibility of all project activities and participants.
- b) **On-the-spot check after completion of the project:** this check is undertaken after the end of the project and usually after the verification of the final report.

### **11.3 SYSTEMS CHECK**

The systems check is performed to establish the beneficiary's system for making its regular grant claims in the context of the Programme as well as its compliance with the commitments undertaken as a result of their accreditation. The systems check is performed to establish the beneficiary's compliance with the implementation standards committed to in the framework of the Erasmus+ Programme. The beneficiary must enable the National Agency to verify the reality and eligibility of all project activities and participants by all documentary means, including video and photographic records of the activities undertaken, in order to rule out double funding or other irregularities.

## **12. GRANT REDUCTION (— ARTICLE 28)**

Poor, partial or late implementation of the project may be established by the National Agency on the basis of the final report submitted by the beneficiary and from reports from participants taking part in the activities.

The National Agency may consider information received from any other relevant source, proving that the beneficiary is in breach of obligations under the Agreement. Other sources of information may include monitoring visits, accreditation interim reports, desk checks or on-the-spot checks undertaken by the National Agency.

In line with the scoring procedure of the final report to be found in Article 9.4 of Annex 5, the National Agency will reduce the final grant amount for organisational support as follows:

- 10% if the final report scores at least 50 points and below 60 points;
- 25% if the final report scores at least 40 points and below 50 points;
- 50% if the final report scores at least 25 points and below 40 points;
- 75% if the final report scores below 25 points.

## **13. COMMUNICATION BETWEEN THE PARTIES (— ARTICLE 36)**

Formal notifications on paper addressed to the granting authority must be sent to the address of the National Agency as set out in the Preamble.

Formal notifications on paper addressed to the beneficiaries must be sent to their legal address, as set out in the Preamble.

## **14. MONITORING AND EVALUATION OF ACCREDITATIONS**

The National Agency and the Commission will monitor the correct implementation of the Erasmus Charter for Higher Education by the beneficiary and of the respect of the commitments defined in its inter-institutional agreements.

In case the monitoring reveals weaknesses, the beneficiary must establish and implement an action plan within the timeframe specified by the National Agency or the Commission. In the absence of adequate and timely remedial actions by the beneficiary, the National Agency may recommend to the Commission to suspend or withdraw the Erasmus Charter for Higher Education in accordance with the provisions set in the Charter.

## **15. ONLINE LANGUAGE SUPPORT (OLS)**

The beneficiary must award OLS accesses to all eligible participants as soon as possible after their selection for the mobility activity.

The beneficiary must promote the active use of OLS assessments and courses to eligible participants, in line with the multilingualism objective of the Erasmus+ programme.

Participants can take as many language courses and assessments as they wish, in the languages available in the OLS tool.

The beneficiary must act in line with the guidelines for use of OLS provided by the OLS service providers.

The beneficiary must monitor the use of the OLS by participants, based on the information provided through the management tools, and report on the number of used language assessments and courses in their final reports, if statistics are available.

## **16. PROTECTION AND SAFETY OF PARTICIPANTS**

The beneficiary will have in place effective procedures and arrangements to provide for the safety and protection of the participants in their project.

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

The beneficiary must sign grant agreements with participants stating the details of the activities (start and end date), financial support and payment and insurance arrangements.

## **17. YOUTHPASS CERTIFICATE**

Not Applicable

## **18. ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW**

### **18.1**

Article 43 of the Agreement is supplemented by the following paragraph:

“This agreement is part of the grant award letter the beneficiary received. As required by the general administrative law act (‘Algemene Wet Bestuursrecht’), a notice of objection can be filed against the decision to award a grant within six weeks after the date on which this decision was sent to the beneficiary. Any proposed amendment of this agreement is interpreted as a notice of objection against the decision to award a grant and therefore has to be filed in a timely manner.”