ANNEX 5 - SPECIFIC RULES KA121

TABLE OF CONTENT

1. MAXIMUM GRANT AMOUNT (— ARTICLE 5.2) 2
1.1 Grant increase due to redistribution of funds 2
1.2 Grant increase for inclusion support and exceptional costs 2
2. BUDGET FLEXIBILITY (— ARTICLE 5.5) 2
3. RECIPIENTS OF FINANCIAL SUPPORT TO THIRD PARTIES (— ARTICLE 9.4) 2
4. INCLUSION SUPPORT FOR PARTICIPANTS WITH FEWER OPPORTUNITIES 3
5. DATA PROTECTION (— ARTICLE 15) 3
5.1 Reporting on compliance with data protection obligations 3
5.2 Informing the participants on the processing of their personal data 3
6. INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16) 3
6.1 List of background 3
6.2 Education materials 3
7. COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17.4) 3
7.1 Erasmus+ Project Results Platform 4
8. SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18) 4
8.1 EU restrictive measures 4
9. REPORTING (— ARTICLE 21) 4
9.1 Erasmus+ reporting and management tool 4
9.2 Periodic report and Progress report 4
9.3 Final report 4
9.4 Assessment of the final report 5
10. AMOUNT DUE (— ARTICLE 22.3) 5
11. CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS (— ARTICLE 25) 5
11.1 Desk check 5
11.2 On-the-spot checks 6
11.3 Systems check 6
12. GRANT REDUCTION (— ARTICLE 28) 6
13. COMMUNICATION BETWEEN THE PARTIES (— ARTICLE 36) 7
14. MONITORING AND EVALUATION OF ACCREDITATIONS 7
15. ONLINE LANGUAGE SUPPORT (OLS) 7
16. PROTECTION AND SAFETY OF PARTICIPANTS 7
17. YOUTHPASS CERTIFICATE 8
18. ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW 8

1. MAXIMUM GRANT AMOUNT (— ARTICLE 5.2)

1.1 GRANT INCREASE DUE TO REDISTRIBUTION OF FUNDS

If the National Agency launches a redistribution exercise, the beneficiary may submit a request to increase the total maximum grant amount indicated in Article 5.2 through amendment in line with Article 39. The beneficiary shall support the request with information provided through the Erasmus+ reporting and management tool showing that they are able to implement additional mobility activities.

1.2 GRANT INCREASE FOR INCLUSION SUPPORT AND EXCEPTIONAL COSTS

The beneficiary may submit a justified request for additional funds for exceptional costs and inclusion support for participants provided that these additional costs cannot be covered with a transfer of funds within the existing grant amount without negatively affecting the delivery of targets specified in Annex 1.

The National Agency shall issue the required amendment as a matter of urgency if it is necessary for the beneficiary to comply with rules on provision of inclusion support for participants.

2. BUDGET FLEXIBILITY (— ARTICLE 5.5)

With regard to Article 5.5, an amendment is required if budget transfers from budget category ***Inclusion support for participants*** exceed 15% of the total funds in that 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 travel support, individual support, linguistic support, course fees and preparatory visits 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.

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 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[1]. 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:

[1] 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).

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).

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:
- Organisational support
- Individual support
- Travel
- Inclusion support for organisations
- Linguistic support
- Preparatory visits

- Course fees

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, and other project documentation required by this grant agreement and the Erasmus quality standards. A common set of evaluation criteria will be used to measure the extent to which the project was implemented in line with the targets defined in Annex 1 of this Agreement, the approved Erasmus Plan and the Erasmus quality standards.

The beneficiary must submit the final report after the project end date or whenever the foreseen activities have been completed when respecting the minimum duration set in programme guide.

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.

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 it 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.

In addition, the National Agency may reduce the final grant amount for organisational support up to 100% in case the final report evaluation, a monitoring visit or on-the-spot check during the implementation of the project shows that the Erasmus quality standards on good management of mobility activities have not been respected.

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 will monitor the implementation of the Erasmus accreditation in accordance with the rules established in the programme guide that led to the award of the accreditation, and in accordance with the Erasmus quality standards.

In case the monitoring reveals weaknesses, the National Agency will issue recommendations and/or obligatory instructions to remedy the situation. In case of need, the National Agency may take further remedial measures, as defined in the programme guide that led to the award of the accreditation.

15. ONLINE LANGUAGE SUPPORT (OLS)

The beneficiary must make optimal use of OLS for provision of linguistic support.

During implementation, the beneficiary must monitor, support and actively encourage the use of OLS by participants who have been provided with access to OLS courses.

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

If the result of OLS assessment shows that a participant's level in required language is not covered by OLS, this result will be considered as sufficient justification to claim the linguistic support unit contributions, as specified by the Programme Guide.

The beneficiary must report on provision of linguistic support in their project, including the number of participants that have used OLS.

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."