ANNEX 5 - SPECIFIC RULES

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.

Not applicable for KA122.

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

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 must 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

7.1 Erasmus+ Project Results Platform

If the project has produced results that can be shared, the beneficiary will make them available to the Erasmus+ Project Results Platform (http://ec.europa.eu/programmes/erasmus-plus/projects)

[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).

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).

8.2 OBLIGATORY INFORMATION SESSIONS AND TRAINING

The beneficiary must attend information sessions and trainings that the National Agency defines as obligatory.

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. The beneficiary may not outsource the reporting task and may not provide access to the reporting and management tool to persons external to the beneficiary.

Activities must be encoded in the Erasmus+ reporting and management tool before their start date and reviewed once they are completed.

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

As part of the final report check, the National Agency may request supporting documentation for

any of the costs that the beneficiary declares in the final report.

9.4 ASSESSMENT OF THE FINAL REPORT

The beneficiary must submit the final report after the project end date. The beneficiary may submit the final report earlier than the project end date if the foreseen activities have been completed and if respecting the minimum duration set in Programme Guide.

Non-accredited beneficiaries

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. The result of the evaluation will be a score out of maximum 100 points. A common set of evaluation criteria will be used to measure the extent to which the project was implemented in line with the approved grant application and the Erasmus quality standards.

Accredited beneficiaries

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)

If no further prefinancing payment is foreseen in the Data Sheet, the beneficiary may nonetheless request it without requesting an amendment to the grant agreement. The request must be duly justified and accompanied by a periodic report. The request may not exceed the 80% of the maximum grant amount specified in Point 4.2 of the Data sheet and may be made only once at least 70 % of the amount of the previous prefinancing payments have been implemented.

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 Articles 21 and 25, the coordinator or the concerned beneficiaries must provide to the National Agency physical or electronic copies of supporting documents specified in Annex 2, unless the National Agency makes a request for originals to be delivered. The National Agency 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 desk check, on-the-spot check and system check. In this context, the beneficiary may be requested by the National Agency 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 based on the final report submitted by the beneficiary, or any other relevant source, including participant reports, monitoring visits, accreditation 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 may reduce the final grant amount for organisational 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 by up to 100% the final grant amount for organisational support and/or course fees in case the final report evaluation or another relevant source mentioned above shows that the Erasmus quality standards or the qualitative requirements defined in the Programme Guide have not been respected. The applied reduction shall be proportional to the severity and impact of the identified issues.]

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.]
Non-accredited beneficiaries: Not applicable.

15. ONLINE LANGUAGE SUPPORT (OLS)

The beneficiary must promote, monitor and support the use of language courses in the Online Language Support (OLS) platform
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.
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.

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.