

## ANNEX 5 - SPECIFIC RULES

### 1. Maximum grant awarded (Article 5.2)

#### 1.1 Grant award 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 maximum grant awarded indicated in Article 5.2 may be increased through amendment in line with Article 39 provided that:

- a) the beneficiary has not been awarded the full grant requested under the main selection round due to the high demand and limited budget per region;
- b) mobilities with the region for which further financing is requested had already been requested in the application and had passed the quality assessment;
- c) on the basis of the information in the periodic/progress report and data registered in the Erasmus+ reporting and management tool, the implementation of mobilities granted initially is in line with the Grant Agreement.

The maximum grant awarded must not exceed the grant amount requested by the applicant in the initial grant application.

#### 1.2. Decrease of the maximum grant awarded 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 maximum grant awarded indicated in Article 5.2 may be decreased through an amendment in line with Article 39.

#### 1.3. Increase of the maximum grant awarded for inclusion support and exceptional costs

Since inclusion support and exceptional costs cannot be included in the initial budget at application stage due to their *ad hoc* nature, the beneficiary may request additional grant support for these budget categories once the participants with fewer opportunities have been identified. Such amendment may be approved and support may be provided by the National Agency from its contingency reserve, if available.

If the amendment is approved, the National Agency will issue the relevant payment as a matter of urgency if it is necessary for the beneficiary to comply with rules on provision of inclusion support for participants as specified in point 5 of this Annex.

### 2. Budget flexibility (Article 5.5)

Budget transfers **between regions** are not allowed.

It is not allowed to add countries not indicated in Annex 1.

With regard to mobility with Belarus (Region 2) and Russia (Region 4), the only eligible activity is incoming student mobility. All budget transfers allowed within the same region, between activity types (from student to staff mobility and vice-versa) or between budget categories **Individual**

**support and travel support for outgoing mobility** and **Individual support and travel support for incoming mobility** should respect this eligibility rule.

With regard to Article 5.5, an amendment is required if any budget transfer between the budget categories **Individual support and travel support for outgoing mobility** and **Individual support and travel support for incoming mobility** exceeds 40% of the total budget of the project allocated in Annex 1.

With regard to Article 5.5, an amendment is required if budget transfers from budget category **Organisational support** exceed 50% of the total funds in that category. It is not allowed to transfer funds from any budget category to **Organisational support**.

### **3. Subcontractors (Article 9.3)**

Not applicable.

### **4. Support to participants (Article 9.4)**

When the beneficiary provides support to participants as part of project implementation, it must do so in accordance with the conditions specified in this Annex and in Annex 1, Annex 2, Annex 3 and Annex 6<sup>1</sup>. The conditions of support must be clearly communicated to the participants in writing in non-discriminatory manner in advance. Where conversion of costs between currencies is needed, it cannot be to the detriment of the participant.

The beneficiary will manage the budget for mobility between EU Member States or third countries associated to the Programme and third countries not associated to the Programme, including all associated costs with incoming and outgoing student and staff mobility.

When the EU support is provided in the form of unit contributions, the beneficiary must apply one of the following options:

1. **Direct payment:** paying the unit contribution in full to the participant, applying the rates for unit contributions as specified in Annex 3.
2. **In-kind support:** providing the participants with the required goods and services (e.g. travel tickets, hotel accommodation) by purchasing them on the participants' behalf or ensuring them in another way. The beneficiary must ensure that the provided goods and services meet the necessary quality and safety standards. If the purchase of goods and services costs less than the corresponding unit contribution, the beneficiary may use the residual funds to cover other project costs, to pay them out to the participant, or to fund additional participants, while respecting the necessary quality and safety standards and ensuring fair and equal treatment.
3. **Combined support:** providing the support to participants by combining options a) and b), by making direct payments for some budget categories and in-kind support for other budget categories. The beneficiaries must ensure fair and equal treatment when applying this option.

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<sup>1</sup> If Annex 6 is applicable.

## **5. Inclusion support for participants**

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.

## **6. Data protection (Article 15)**

### **6.1 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.

### **6.2 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.

## **7. Intellectual property rights (IPR) – Background and results – Access rights and rights of use (Article 16)**

### **7.1 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 project – submit this list to the granting authority.

### **7.2 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>2</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.

## **8. 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](https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en).

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<sup>2</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).

### **8.1 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 by uploading them via the Beneficiary Module in accordance with the instructions (<http://ec.europa.eu/programmes/erasmus-plus/projects>).

## **9. Specific rules for carrying out the project (Article 18)**

### **9.1 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).

### **9.2 Obligatory information sessions and training**

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

## **10. Reporting (Article 21)**

### **10.1 Erasmus+ reporting and management tool**

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 final report, periodic report(s) and progress report(s) (if available in the Erasmus+ reporting and management tool and for the cases specified in Article 21.2). Technical steps are detailed in the Beneficiary Guide available at <https://webgate.ec.europa.eu/erasmus-esc/index/support/beneficiary-guide>. 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.

### **10.2 Periodic report and Progress report**

The periodic and progress reports must include an overview of project implementation. In addition, periodic report must contain a financial statement.

The reports must be prepared using the template available in the Erasmus+ reporting and management tool or alternatively provided by the National Agency (if any). By signing the report, the beneficiaries confirm that the information provided is true, complete, and substantiated by the relevant supporting documents which can be produced during a check.

### **10.3 Final report**

The final report must include an overview of project implementation and a financial statement. The National Agency may request relevant supporting documentation for any of the activities, costs and contributions that the beneficiary declares in the final report.

#### **10.4 Assessment of the final report**

The beneficiary must submit the final report after the project end date.

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 National Agency 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 National Agency may recommend to the European Commission to withdraw the Erasmus Charter for Higher Education of the beneficiary.

#### **11. Amounts 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 [80]% of the maximum grant awarded specified in Point 3 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 or cost that is not compliant with the rules set out in the Erasmus+ Programme Guide and this Agreement. The grant amounts corresponding to those activities and costs will be recovered in full.

#### **12. 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 internal checks and project reviews in the form of desk checks, on-the-spot checks or system checks. 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.

The beneficiary must enable the National Agency to verify the reality and eligibility of all project activities and participants by all documentary means (for example video and photographic records of the activities undertaken, interviews with staff and participants or any other documents proving the reality of activities) in order to rule out double funding or other irregularities.

### **12.1 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.

### **12.2 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:

1. **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 and to establish compliance with the commitments undertaken as a result of the inter-institutional agreement(s).
2. **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.

### **12.3 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.

## **13. Grant reduction (Article 28)**

If the action was not implemented as described in Annex 1 (implementation criteria) and/or in accordance with the obligations set out in the Grant Agreement (obligations criteria), the eligible grant can be reduced as specified in Article 22. Grant reductions can be applied cumulatively on different grounds and in addition to cost and contributions rejections under Article 27 (if any).

**Implementation criteria reduction:** 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 10.4 of Annex 5, the National Agency may reduce the eligible grant for organisational support as follows:

1. 10% if the final report scores at least 50 points and below 60 points;
2. 25% if the final report scores at least 40 points and below 50 points;
3. 50% if the final report scores at least 25 points and below 40 points;
4. 75% if the final report scores at least 15 points and below 25 points;
5. 100% if the final report scores below 15 points.

**Obligations criteria reduction:** In addition to the reduction for improper implementation of the project as evidenced by the final report score, the eligible grant may also be reduced due to irregularity, fraud or breach of any other obligations as stipulated in Article 28.1. In particular, the grant reduction(s) can be applied for breach of any obligations under Articles 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 25 and 32 of this grant agreement.

#### **14. Communication between the parties (Article 36)**

All communication under the Agreement must:

- be made in writing (electronically or on paper)
- clearly identify the Agreement (project number and title, if any) and
- use the forms and templates provided (if applicable).

Email shall be the preferred communication method between the parties, unless a digital method is provided in the Erasmus+ reporting and management tool for particular aspects of the grant agreement.

Reporting under Article 21 must be done through the Erasmus+ reporting and management tool described in Article 10 of this Annex.

A **formal notification** is a written notification sent by registered post with proof of delivery to the postal addresses indicated in the Preamble, or sent as a regular email to the email addresses indicated in the Preamble, or sent using a digital method provided for that purpose in the Erasmus+ reporting and management tool. Any request for amendment must be sent as a formal notification. Communications are considered to have been **made** by the sending party on the date and time they are sent. Communications are considered as **notified** to the other party as follows:

1. **Formal notifications sent electronically:** If a party has been notified electronically via regular email to the email address indicated in the Preamble, it will be presumed that it has been informed of the content of the exchange on the date and time the email was sent. It is the responsibility of both parties to check their inbox regularly for new messages, to inform each other of any changes to email addresses in the Preamble, and ensure that the other party's communications are not blocked or filtered out at the receiving side. Any claims of not having received the notification due to email being accidentally filtered out (e.g. by security or anti-spam filters) will not be accepted and the communication will be considered as duly notified on the date and time it was sent.
2. **Formal notifications sent by post:** Formal notifications on paper sent by registered post with proof of delivery are considered to have been notified to the other party on either the delivery date registered by the postal service or the deadline for collection at the post office.

**Amendments** (Article 39) must be signed by the parties with a handwritten signature, electronically with a qualified electronic signature (QES), or with another type of electronic signature recognised as equivalent to a handwritten signature under the applicable national law. Amendments must be sent as a formal notification, unless a digital exchange method is provided for a particular amendment type in the Erasmus+ reporting and management tool (Beneficiary Module), in which case the instructions there should be followed.

A **simplified approval procedure** is a procedure where the beneficiary can ask for an ex-post approval by the granting authority to accept costs or contributions in the final report which have been incurred but were not planned in the estimated budget. For such simplified approval, it must declare the costs or contributions in question in the final report and justify them. Simplified approval is at the full discretion of the granting authority, and the beneficiary bears the risk that such costs or contributions might not be approved at final payment-stage.

In case of doubt, the beneficiary should consult the National Agency on whether the Erasmus+ reporting and management tool, a formal notification, or a simplified approval procedure should be used.

## **15. Monitoring and evaluation of accreditations**

The National Agency and the Commission will monitor the correct implementation of the Erasmus Charter for Higher Education (ECHE) 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 ECHE in accordance with the provisions set in the Charter. As a consequence of suspension or withdrawal of ECHE, the grant agreement may have to be suspended or terminated, as the case may be.

## **16. Online Language Support (OLS)**

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

## **17. 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 prior to departure grant agreements with participants stating, among others, the details of the activities (start and end date), financial support and payment and insurance arrangements.

**18. Youthpass certificate**

Not applicable.

**19. Consortium Agreement (Article 7)**

If a consortium agreement on internal cooperation arrangements is required in the Data Sheet, its conclusion must be confirmed to the National Agency by the coordinator at the latest before the first pre-financing can be paid out.

**20. Any additional provisions required by the national law****20.1 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.