

# EUROPEAN COMMISSION DIRECTORATE-GENERAL FOR EDUCATION AND CULTURE

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## 2015 GUIDE FOR NATIONAL AGENCIES

## IMPLEMENTING THE

**ERASMUS+ PROGRAMME** 

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#### 1. Introduction

In line with the Regulation establishing the Erasmus+ Programme (Regulation)<sup>1</sup> actions are implemented at national level by a network of National Agencies in the framework of indirect management, in accordance with the Financial Regulation (FR) and its Rules of Application (RAP)<sup>2</sup>.

The organisation designated as National Agency (NA) by the National Authority of the Programme Country, shall comply with a number of minimum requirements, applicable both to the general structure and functioning of the NA as well as to its management of the Programme<sup>3</sup>. Compliance with these requirements is compulsory to ensure sound and efficient management of EU funds.

In addition, National Agencies are responsible for the successful implementation of the Programme at national level in terms of quality and impact. As such, NAs have to accomplish a number of tasks that will contribute to realising a high return on investment of the EU funds that they manage and that ensure that the Programme is implemented in full respect of the policy priorities and contribute to high quality results and impact of the Programme.

The present Guide for National Agencies, hereinafter referred to as "Guide for NAs", sets out the minimum requirements for the internal control standards applicable to NAs and for the management of the project lifecycle.

As part of the Delegation Agreement signed between the Commission and each NA, the Guide for NAs is contractually binding for NAs. As such, it is the reference framework for the key controls and supervision of the NA that will be undertaken by the Commission and the National Authority, as well as the Independent Audit Body.

The Commission reserves the right to amend the Guide for NAs as appropriate. As the Guide for NAs constitutes a contractual annex to the Delegation Agreement, the NA shall obtain prior authorisation in writing from the Commission in case it wishes to deviate from any of the obligations set out in the Guide for NAs.

Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC.

Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 – OJ L 298 of 26/10/2012: and Commission Delegated Regulation No.1268/2012 of 29 October 2012 on the rules of application of Regulation (EU) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union – OJ L 362 of 31/12/2012.

<sup>&</sup>lt;sup>3</sup> See Regulation, Chapter VIII, Management and audit system, Article 26, Implementing bodies.

As a transitional measure, the NA is also responsible for continuing and winding up the management of the Commission-NA agreements under the Lifelong Learning (LLP) and Youth in Action (YiA) Programmes (2007-2013). The NA shall apply the rules for the management of the project lifecycle set out in the present Guide for NAs also to the Programme actions and funds covered by previous Commission-NA Agreements. However, the rules applicable as of 2014 shall not apply retroactively to the management of actions which have already been finalised before the entry into force of the 2014 version of the Guide for NAs.

#### 2. STANDARDS OF INTERNAL CONTROL FOR NA OPERATIONS

#### 2.1. Ethical and organisational values

- 1. The NA shall take all measures required to guarantee the sound and efficient management of EU funds and to preserve the good reputation of the EU and of the EU Programme they are called to manage at national level.
- 2. In support of the above, the NA shall have<sup>4</sup> or develop a policy on ethical and organisational values, resulting in clear and formalised rules for NA staff members. These rules shall constitute a code of conduct for NA staff and comprise preventive and corrective measures.
- 3. The rules for NA staff shall cover at least the following areas: prevention of conflicts of interest<sup>5</sup> including a disclosure obligation; use of official information and public resources; working outside the NA; receiving gifts or benefits; dealing with and reporting on irregularities and fraud; whistle blowing.
- 4. The rules shall clearly establish the rights and obligations of the NA staff in terms of signalling actual or suspected wrongdoing. It shall set out the formal chain of responsibility and procedures to follow, including in terms of reporting to the Commission. The NA shall systematically inform the Commission of (presumed) cases of irregularity and fraud<sup>6</sup> occurring at NA level.
- 5. NA staff shall be systematically and formally informed of the applicable rules on ethical and organisational values, which shall be made binding on them. In addition and as appropriate, the NA shall offer guidance and training to its staff to raise their awareness and common understanding of the rules as well as to give them advice on how to apply the rules in practice.

#### 2.2. NA staff

2.2.1. General requirements

- 1. The NA shall have or be able to use sufficient staff in number and qualification to deliver quality work in the following areas:
  - Information and promotion, evaluation and impact analysis, as well as dissemination and exploitation of results in all areas of the Erasmus+ Programme;

For example existing rules for the conduct of staff employed by public institutions.

FR Art. 57(2): « ... a conflict of interests exists where the impartial and objective exercise of the functions of a financial actor or other person, [...], is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient.»

Refer for details to section "Dealing with irregularities and fraud" within chapter 3.

- Project management in all Programme fields, in particular with regard to the evaluation of grant applications and counselling/monitoring of projects and beneficiaries;
- Contract and financial management and accounting;
- Control strategy and checks of beneficiaries;
- Human resources management;
- Office and IT management, in particular management of hardware and software for regular office purposes and programme management tools;
- Internal control systems and internal audit activities.
- 2. In order to cooperate and communicate effectively with the Commission and the network of National Agencies in the Programme Countries, NA staff shall have adequate foreign language skills and be able to operate in the working languages of the Commission.
- 3. In order to deliver high quality work in the areas related to the management of decentralised actions of the Programme, the NA staff shall have adequate knowledge of the national and European policy context and of international cooperation in the field of education, training and youth.
- 4. The NA may draw on human resources from transversal services of its hosting organisation or, in so far as there is no delegation of budget implementation tasks involved, from external bodies for certain tasks related to the implementation of the Programme or the management of the NA.
- 5. The NA may not delegate any task of budget implementation involving public mission discretionary powers such as awarding of grants or public contracts, making budgetary and legal commitments, validating and authorising expenditure, establishing and issuing recovery orders. As a consequence, the tasks for which the NA may draw human resources from external contractors are those for which technical expertise may be needed (such as audit, accounting or IT support and maintenance) or other support tasks (such as archiving). See also section on procurement and subcontracting.

#### 2.2.2 Recruitment

- 1. For the recruitment of staff, the national or statutory regulations of the organisation hosting the NA apply.
- 2. The recruitment of staff shall be organised in a transparent way (e.g. by specifying selection criteria), ensuring equal opportunities to potential candidates and preventing absence of conflicts of interest.

#### 2.2.3 Tasks and responsibilities

1. NA staff members shall be adequately informed of their responsibilities and main tasks, as well as of the competences required for the job. They

- shall be in particular duly informed about the existing rules for delegation and financial responsibility.
- 2. NA staff members shall be formally notified of the above elements at recruitment stage and whenever major changes occur that affect them directly.

#### 2.2.4 Training

- 1. The NA shall ensure that its staff members are competent for the tasks they shall fulfil. To that effect, the NA shall implement an adequate staff training policy.
- 2. In the case of training provided by the Commission, the targeted NA staff members shall attend.

#### 2.3. Operational structure

#### 2.3.1 Internal organisation

- 1. The NA shall set up an effective governance process in order to provide strategic orientation to NA management and ensure that objectives are achieved in a qualitative and timely way, risks are managed properly and resources are used in an efficient and effective manner.
- 2. The NA operational structure shall support effective decision-making by suitable delegation of powers. Risks associated with sensitive functions, in particular in relation to the management of funds for grant support, shall be managed through mitigating controls by the NA management.
- 3. The NA shall formally record the rights and obligations of each NA staff member with regard to decisions and actions that they may take in so far as these decisions and actions may result in legal and/or financial commitments<sup>7</sup> for the NA. These rights and obligations shall be clearly assigned and communicated in writing to the persons concerned.
- 4. The NA shall pay particular attention to organising the financial circuits in such way as to prevent the possible occurrence of irregularities or fraud. The NA shall define clear roles and responsibilities and implement the four eyes principle with regard to all financial transactions related to the EU funds entrusted to it in the context of the Delegation Agreement.

#### 2.3.2 Segregation of duties

1. The NA shall respect the principle of segregation of duties for ensuring a high-quality internal control environment.

E.g. communication on the outcomes of grant application assessments, taking grant award decisions, signature of grant agreements, authorisation of payments, etc.

- 2. Overlap between certain functions is incompatible and not authorised. Thus, an individual member of NA staff cannot be entrusted with the following combinations of duties:
  - Counselling of individual potential applicants, evaluating their grant applications and taking grant award decisions in the context of one and the same selection round;
  - Authorising payments (electronically or on paper) and recording these payments in the NA accounts;
  - Monitoring/counselling of individual beneficiaries and on-the-spot checks after action of the same beneficiaries;
  - Checks of final reports or desk checks of individual beneficiaries on the one hand and on-the-spot checks after action of the same beneficiaries on the other hand;
  - Checks of beneficiaries and authorising payments to the same beneficiaries;
  - Internal audit function and any other function in the NA, i.e. staff in charge of internal audit cannot be involved in any other operational activity of the NA that is potentially subject to internal audit.

#### 2.4. Processes and procedures

#### 2.4.1 Internal NA procedures

1. The NA shall document its main internal processes and procedures. This document shall set out the NA methods of operation and management in conformity with the applicable rules and the principles of sound financial management. It shall specify the role of each player in the various management cycles, on the basis of "who does what, at what moment, on the basis of which document".

#### 2. The document shall:

- include the main operational, administrative, financial and IT related procedures of the NA;
- cover both the management of the Programme actions as well as the various cycles of NA operations (procurement and purchasing cycle, payment cycle, payroll cycle, etc.);
- be coherent as well as regularly revised and updated in the light of changes that occur, such as organisational changes, regulatory changes, etc.
- 3. The NA management shall ensure that this document is available to all NA staff. The staff shall be continuously informed of any decisions, changes or updates concerning the internal processes and procedures.

#### 2.4.2 Coordinated Programme management at national level

- 1. In line with the Erasmus+ Regulation, an appropriate mechanism for the coordinated management of the Programme must be established in countries where more than one NA is designated to implement the Programme at national level.
- 2. In such case, the NA shall cooperate with the other NA(s) in the country in order to promote a unified, clear and comprehensive image of the Programme and make it easily accessible to all potential target publics of the Programme. In agreement with the other NA(s) in the country, the NA shall ensure a harmonised Programme implementation on the basis of commonly agreed standards and procedures ensuring a coherent, fair and equal treatment of applicants and beneficiaries regardless of the NA concerned.
- 3. The NA is expected to cooperate with the other NA(s) in the country at least in the following areas: information and promotion activities, selection and grant award, monitoring and checks of beneficiaries, selection of good practice examples and dissemination activities, preparation of the NA Work Programmes, regular exchange of information and agreement on project management issues, structured cooperation with the National Authority/ies, and translations and proofreading of Programme related documents in the national language(s). Other useful areas of cooperation may be job-shadowing, common NA staff training sessions, joint evaluations, studies, etc.

#### 2.5. Management supervision

#### 2.5.1. General requirements

- 1. NA management shall establish appropriate supervision arrangements to ensure that the implementation of NA activities is efficient and effective while complying with the applicable rules set by the Commission and taking into account the applicable rules and specific environment in which the NA is operating. In case of delegation of authority, the NA management remains responsible and delegated entities/persons become accountable.
- 2. NA management shall set up an organisational structure, internal control system and clear and shared rules for management and control in order to be in a position to have an effective and efficient monitoring and control of the activities performed. Supervision shall ensure that errors and irregularities are prevented, detected and corrected by reviewing regularly that established internal control procedures are implemented consistently and as intended.
- 3. The supervisory activities shall be organised in such a way as to provide structured information to the NA management on a continuous basis and in view to provide assurance based thereon. The NA management shall be in a position to issue the Yearly Management Declaration (see Section 4.7.4 of this Guide), in which it will express its opinion on the level of assurance that the NA systems and procedures provide, as well as any

- reservations in relation to shortcomings found, and establish an action plan with remedial and precautionary measures as necessary.
- 4. All management supervision activities shall be documented so as to ensure an adequate audit trail.

#### 2.5.2 Planning and risk assessment

- 1. The NA has to establish an annual Work Programme translating its long term strategy into operational objectives and activities planned, reflecting the main priorities and tasks set in the Delegation Agreement and the available resources (budget and staff). The purpose is to help the NA management to identify their objectives and indicators, set performance targets, identify the main risks, plan and manage activities, monitor progress during the year and provide reliable reporting on achievements in the Yearly NA Report. It should also serve as an engagement tool by giving NA staff a reference for understanding the mission and strategic objectives of the NA and, subsequently, their role in contributing to their achievement.
- 2. Risk management shall be embedded in the planning and decision making processes of the NA, as well as in its supervisory activities, which shall be sufficiently focused on high-risk areas (complex operations, transactions of high monetary value, lack of experienced or skilled personnel, etc.).
- 3. Following its risk assessment, the NA management shall establish the necessary control mechanisms and undertake regular checks to prevent the identified risks, irregularities and frauds to occur in any of its activities, including its internal operations (such as recruitment of staff, procurement) as well as the management of the Programme actions entrusted to it.

#### 2.5.3 Governance

- 1. The NA shall set up a governance structure that ensures that NA management can rely on relevant and well prepared information to facilitate the decision making process, reliable reporting and indicators to monitor progress and achievement of results.
- 2. The NA management shall clearly define and document supervisory activities and relevant information on the basis of which it provides confirmation that:
  - the yearly accounts drawn up for the expenditure incurred for entrusted tasks are properly presented, complete and accurate,
  - the expenditure was used for its intended purpose, as defined in the Delegation Agreements,
  - the control systems put in place give the necessary guarantees concerning the legality and regularity of the underlying transactions.

3. The NA management shall implement an effective monitoring and reporting system to ensure the timely and adequate implementation of recommendations issued to it in relation to weaknesses detected by any internal or external controls.

#### 2.5.4 Authorisation, recording and correction of exceptions

- 1. The NA shall ensure that all cases of overriding of controls or deviations from established policies and procedures under exceptional circumstances are documented, justified and approved at the appropriate level before action is taken.
- 2. A method of dealing with and recording exceptions to main procedures shall be established, including who may authorise such exceptions. Exceptions shall be recorded in a single central register. This register shall fall under the direct responsibility of the NA management and shall be available to NA staff for consultation.
- 3. Similarly, the NA shall have a clearly defined procedure for the systematic registration and correction where possible of cases of overriding of controls or deviations from main procedures that are discovered ex-post.

#### 2.6. Accounting and financial reporting

- 1. The NA shall have a computerised accounting system and adequate procedures and controls in place to ensure that accounting data and related information used for preparing the organisation's annual accounts and financial reports are accurate, complete and timely as set out in the Delegation Agreement and its annexes.
- 2. Each transaction made shall be supported by a sufficient audit trail, regardless of the system in which it is recorded. Supporting documents shall be filed in a consistent and logical manner (such as chronological numbering, dating, classification by type, etc.) so that their location can be accurately traced on the basis of the computerised accounts.

#### 2.7. Internal audit

- 1. In order to ensure an effective internal control system, the NA shall have in place an independent internal audit function. The internal auditor shall report directly to the NA management and provide it on a regular basis with a detailed appreciation of the general functioning of the NA and of key aspects of its operations, in particular with regard to the management of the decentralised actions of the Programme.
- 2. The internal auditor shall establish a multiannual work programme based on a risk assessment of NA activities and taking into account the results of prior internal and external audits and controls.
- 3. The internal auditor shall provide independent, objective assurance and consulting services designed to add value and improve the operations of the NA. The internal auditor should help the NA management to accomplish its objectives by bringing a systematic, disciplined approach to

evaluate and make recommendations for the improvement of the effectiveness of risk management, control, and governance processes. The internal auditor shall ensure that action is taken by NA management on recommendations resulting from internal audits and check their follow-up.

- 4. Depending on its size and needs, the NA or its host organisation may employ a staff member as internal auditor or hire the services of an external expert in order to carry out the internal audit function.
- 5. The person who performs internal audit tasks for the NA shall be independent from the audited activities. Any conflict of interest shall be avoided.
- 6. The internal auditor of the NA shall be different from the Independent Audit Body designated by the National Authority in accordance with the Regulation establishing the Programme.

#### 2.8. Document management

- 1. The NA shall have appropriate processes and procedures in place to ensure that its document management is secure, effective and efficient (in particular as regards retrieving appropriate information) and complies with applicable legislation.
- 2. The NA shall put in place an adequate registration system for incoming and outgoing mail covering at least all administrative, contractual and financial management documents. The NA system shall enable the efficient monitoring of deadlines and be accessible to all NA staff concerned.
- 3. The NA shall have an adequate filing system allowing for systematic and secure filing of documents relevant to NA operations and to the management of the project life cycle of decentralised actions by the NA.
- 4. All documents related to the Delegation Agreements shall be kept on file for 5 years upon the latest of the following: a) the balance payment by the Commission or the reimbursement thereof to the Commission by the NA in relation to any specific Delegation Agreement, or b) the end of Programme lifetime.
- 5. If the nature of an original document related to the Delegation Agreement is digital, the NA may store this document in digital/electronic format if authorised by national law. However, if the nature of the original document is paper-based, the NA shall archive this document in paper format. The NA shall require the same compliance from grant beneficiaries.
- 6. The NA shall ensure that all administrative, contractual and financial information in relation to individual activities supported under the decentralised actions of the Programme is archived within a single project file. In case use is made of on-line or other electronic tools for the Programme management, access to the information not available in hard

copy shall be organised in such a way as to allow easy access to a single project file, which will be adequately secured against unauthorised access.

#### 2.9. Business continuity

- 1. The NA management shall ensure that the necessary conditions and measures are in place to be able to ensure that the core activities required for the management of the Programme are maintained and/or resumed as soon as possible in case of a major disruption whatever its nature. This includes IT systems as well as document archives.
- 2. Where such conditions/measures do not exist as part of an overall business continuity plan within the NA host organisation, the NA management shall establish them specifically for the purposes of the NA and Programme management.
- 3. The NA management shall ensure that the conditions and measures in place to ensure business continuity are known to and can be applied by all NA staff concerned.
- 4. Business continuity shall be ensured also for cases of normal interruptions (such as departure of staff, long term absences) by implementing appropriate back-up and handover arrangements.

#### 2.10. Infrastructure

- 1. The volume and quality of the NA premises shall provide for safe and healthy working conditions for NA staff. Sufficient space shall be foreseen for offices, as well as for equipment, filing and meeting facilities. The NA premises shall have easy access for NA staff and visitors, including persons with disabilities.
- 2. The NA shall take all measures to prevent unauthorised access to NA systems and files to prevent loss of data and to prevent that doubt would be cast on the accuracy and authenticity of the data.

### 3. PROJECT LIFECYCLE MANAGEMENT

#### 3.1. Programme actions

- 1. The NA is contractually responsible for the management of the project lifecycle of the actions referred to in the legal base of the Programme.
- 2. The detailed description of these actions including the type of activity, the target public, the duration, the funding rules (level and type of grant, eligible expenses, maximum rates, etc.), and award criteria are set out in the Programme Guide.
- 3. The NA shall apply the EU general rules and conditions applicable to the Programme actions it manages in full.

#### 3.2. Call for proposals

- 1. In order to invite potential applicants for Programme grant support to submit a grant application, the NA shall publicise the related European Call for proposals, including the Programme Guide. The NA shall also publish on its website: a) all forms and documents allowing applying for grants under the actions managed by the NA b) all forms and documents allowing Erasmus+ beneficiaries to fulfil their contractual obligations with the NA. Grant applications submitted outside the framework of a Call for proposals cannot be considered for support under the Programme.
- 2. Any information published at national level shall comply fully with the provisions and guidelines contained in the Programme Guide and the Guide for NAs.
- 3. If the NA decides to organise the additional selection round for Key Action 1 in the field of education and training under a given Call for Proposals (see section 4.1.3.3.), it shall specify:
  - the arrangement and final date for the submission of applications;
  - the planned date by which the applicants are to be informed of the outcome of the evaluation of their application and the indicative date for the signature of grant agreements.

#### 3.3. Strategic framework for the implementation of Erasmus+

1. The strategic framework for the implementation of the Erasmus+ Programme, covering its full duration (2014-2020) and presented by the NA in its Work Programme shall be regularly monitored. If relevant, the strategic framework can be adapted annually in the NAs' subsequent Work Programmes.

#### 3.4. Communication, information, dissemination and exploitation of results

#### 3.4.1. Common principles

- 1. The NA will implement:
  - information and promotion activities;
  - dissemination and exploitation of Programme results

in line with the strategic framework for the implementation of the Erasmus+ Programme, as presented by the NA in its Work Programme.

- 2. The NA shall also contribute to the overall communication strategy for the Programme, coordinated at EU level, to ensure a coherent Europe-wide visibility and awareness of the aims and the actions of the Programme.
- 3. The NA shall set up and keep up-to-date a Programme website providing all necessary information on the opportunities offered by the Programme

and the results and impact of projects<sup>8</sup>. This includes in particular access to lists of funded projects, contact points for further information, dissemination guidelines as well as all relevant information and useful links, including to the DG EAC and EACEA (Education, Audiovisual and Culture Executive Agency) Programme websites. The NA shall ensure prominent visibility of the Programme logo on the website. In the case of countries with more than one NA designated for the Programme, the NAs shall cooperate and establish a single Programme website following the same principles.

- 4. In its communication and dissemination work, the NA shall use multimedia channels that are the best suited for the identified target groups. Social media should be used where possible and appropriate as a timely and effective communication tool.
- 5. The NA shall establish and develop contacts with the media at all appropriate levels (i.e. local, regional and national) and prepare relevant press friendly material to ensure wide dissemination of information on the possibilities offered by the Programme as well as the results and impact of the projects supported, putting a special emphasis on publicising examples of good practice. The NA shall regularly monitor the media coverage. It will develop and offer guidance to beneficiaries in approaching local media effectively.
- 6. The NA shall develop and implement a structured framework for contacts with relevant policy makers in the field of education, training and youth to ensure dissemination of the results and impact of the projects supported. When relevant, the NA shall also establish a structured process for submitting the good projects' experiences and results to the policy makers.
- 7. The NA shall cooperate with the Commission and with the EACEA, where necessary, through involvement in European Union stands at events relevant to the Programme (trade and academic fairs, exhibitions, conferences, compendia, studies, surveys, etc.).
- 8. The NA shall provide beneficiaries with adequate support in relation to communication work (information and promotion, as well as dissemination and exploitation of results) carried out at the local (project) level.

#### 3.4.2 Information and promotion of the Programme

1. The NA shall provide information on and promote all Programme actions, including those managed at central level. As regards these centralised actions, the NA shall provide general information to the national public and refer those interested for detailed information to the relevant implementing body (Commission or Education, Audiovisual and Culture Executive Agency). In this regard, the NA is bound to confidentiality as regards informing the public about the results of selections carried out at central level, until this information is disclosed by the EACEA.

<sup>&</sup>lt;sup>8</sup> Access to information and websites will take due account of the European Disability Strategy 2010-2020 COM(2010)636 final

- 2. The NA shall ensure that a maximum of potential applicants will be reached in a non-discriminatory way. Specific attention should be given to ensure balanced country wide participation in the Programme including underrepresented regions and target groups.
- 3. When promoting activities on international mobility of HE staff and students as well as of youth workers and young people to and from Partner Countries, the information provided by the NA to higher education institutions and youth organisations should encourage them to seek the widest possible geographical representation, and the involvement of higher education institutions, youth organisations and other relevant stakeholders that are less traditional partners. NAs should as well highlight in relevant communication and information activities, the importance of promoting and ensuring equity of access to young people and students with fewer opportunities and with special needs from Partner Countries.
- 4. The NA shall develop information and promotion material and organise/participate in diverse activities (e.g. meetings, conferences, tutorial modules) that will be conducive to attracting a sufficient number of interested applicants so as to ensure a genuine competition between good quality applications.
- 5. For all the events and activities it organises and in all publications and materials it produces, the NA shall comply with the instructions and guidelines relating to the visual identity of the Programme and the logo provided by the Commission. The NA shall take special care to give clear visibility to the Programme in particular when the organisation hosting the NA also administers other schemes or fulfils other functions than the Programme implementation tasks as NA.
- 6. If the NA wishes to mention in addition to the name of its legal entity also the fields of the Programme for which it has been designated, it shall denote its function as NA as follows in all materials and documents produced by the NA:
  - First line: "Erasmus+ National Agency"
  - Second line: specify the fields for which the NA has been designated:
    - o If the NA has been designated for all fields of the Programme: "Education, Training and Youth";
    - o If the NA has been designated for all fields except youth: "Education and Training";
    - o If the NA has been designated for another (combination of) field(s), it shall list them using the following terms: "School Education", "Vocational Education and Training", "Higher Education", "Adult Education", "Youth".
- 7. For the purpose of communication and dissemination of the Programme, the NA shall use the Erasmus+ brand names in line with the provisions indicated in Part A of the Programme Guide.

#### 3.4.3 Dissemination and exploitation of Programme results

- 1. Each year, the NA shall identify national good practice examples in accordance with the guidelines provided thereon in Annex III.9. These good practices shall be flagged in EPlusLink and, those related to Key Action 2 Strategic Partnerships shall be effectively disseminated at national level and through the VALOR Dissemination Platform.
- 2. As soon as the VALOR Dissemination Platform is available, the NA is required to use it and the beneficiaries of Key Action 2 Strategic Partnerships are required to update their project results in the tool.
- 3. The NA shall provide support and training to beneficiaries for their participation in the dissemination activities and on the use of the VALOR Dissemination Platform.
- 4. The NA shall be responsible for the quality of the public project summaries uploaded from electronic forms and transferred for publication in the VALOR Dissemination Platform as well as of the updates provided directly by beneficiaries in the Platform.
- 5. The NA shall also attend and/or may organise specific events in order to promote, showcase and debate Programme results.
- 6. In light of the specific objective of the Programme to improve the teaching and learning of languages and to promote the Union's broad linguistic diversity, the National Agency is encouraged to implement the European Language Label initiative at national level, either directly or with the support of another national body. In such case, the NA shall follow the guidelines provided for the implementation of the ELL in Annex III.8.

#### 3.4.4 Translations and proofreading

- 1. The NA shall translate and proofread translations provided by the Commission of any document for the public related to the Programme in their national language. The same requirement applies for IT tools that are made available by the Commission for Programme management (see Section 4.5 on IT tools) for which translation is possible.
- 2. The NA shall collaborate with those NAs sharing the same language to provide in due time a unique version per language of the documents concerned. The Commission may propose one NA to coordinate the translation effort in case several NAs share the same language needs.

#### 3.4.5 Use of the Programme logo

1. The NA shall display the Erasmus+ Programme logo on all communication and promotion materials it produces. The NA shall ensure a prominent visibility of the programme logo on the website and for all the events and activities it organises.

- 2. The programme logo should comply with the requirements of the Graphic Design User Guide for Erasmus+ available at <a href="http://ec.europa.eu/dgs/education\_culture/promotional\_en.htm">http://ec.europa.eu/dgs/education\_culture/promotional\_en.htm</a>
- 3. In addition to the downloadable Programme logos, the NA may make use of a toolkit with Erasmus + template and Erasmus + slogan provided by the EC as well as may purchase a licence for any image proposed in the stock imagery or develop their own visuals for the purpose of promotion. The toolkit is available at: http://ec.europa.eu/dgs/education\_culture/promotional\_en.htm
- 4. The beneficiaries of the Erasmus + programme are obliged to display the EU flag and to acknowledge the support received under the Erasmus + programme in all communication and promotional material. The guidelines for the beneficiaries and other third parties are available at <a href="http://eacea.ec.europa.eu/about-eacea/visual-identity\_en">http://eacea.ec.europa.eu/about-eacea/visual-identity\_en</a>
- 5. The name of the programme "Erasmus +" shall not be translated, an option for acknowledgement "Co-funded by" will be translated and published at http://eacea.ec.europa.eu/about-eacea/visual-identity\_en
- General information and conditions of use of the EU emblem are available at <a href="http://ec.europa.eu/dgs/communication/services/visual\_identity/pdf/use-emblem\_en.pdf">http://ec.europa.eu/dgs/communication/services/visual\_identity/pdf/use-emblem\_en.pdf</a>

#### 3.5 Counselling of potential applicants

- 1. The NA shall provide advice and assistance to potential applicants throughout the process of project planning. To that effect, the NA shall, in addition to its general information and promotion activities, organise training and supporting activities that take due account of the specific needs of the different target publics of the Programme.
- 2. For mobility projects between Programme Countries in the field of higher education, the NA shall monitor closely the submission of grant applications and counsel recurrent beneficiaries so that they submit their applications before the closing date specified in the Call.
- 3. The NA shall assist potential applicants in finding partners both in Programme and Partner Countries and in developing and consolidating transnational partnerships and networks between various players in the Programme, through the organisation of activities such as contact seminars, use of social media, etc.

#### 3.6 Reception and registration of grant applications

1. The NA shall register all grant applications submitted to it for the closing date specified in the Call for Proposals. Any application sent or handed in after the closing date for a given selection round shall be registered as well, but shall be rejected at the formal eligibility check. If an applicant could not submit his application by the deadline due to technical problems, the NA shall assess whether the reasons for the delay are

acceptable and inform the applicant accordingly of alternative submission possibilities (see Annex III.13 2015 *Erasmus+ Technical guidelines for completing application e-forms*<sup>9</sup>).

- 2. In case an applicant sent the same application more than once, the NA shall consider the last one received before the deadline.
- 3. All applicants shall be issued an acknowledgement of receipt mentioning the registration number of their application in the NA's follow-up system, as well as NA contact details.
- 4. The NA shall accept modifications or complements of information with regard to specific grant applications sent by applicants and received by the NA until the closing date of the selection round concerned.
- 5. Where, due to an obvious clerical error on the part of the applicant, the applicant omits to submit evidence or to make statements, the NA shall ask the applicant to provide the missing information or clarify supporting documents. The NA shall make the request in writing, notifying the final date for submission of missing information. This shall apply to both the formal eligibility check and quality assessment stages. Such information or clarifications shall not substantially change the application or alter the terms of the Call for Proposals.
- 6. Modifications or complements of information sent to the NA after the closing date for the selection round concerned and that change the nature of the grant application by providing new essential elements shall be disregarded during the grant award process.

#### 3.7 Grant award procedure

#### 3.7.1 General principles

1. The award of grants shall be organised on the basis of a peer review system - that is with the help of independent experts - in a fully transparent way, guaranteeing impartiality and equal treatment to all applicants.

The grant award decision shall be based solely on the criteria for exclusion, eligibility, selection and award published in the Programme Guide.

- 2. All the stages in the grant award process shall be formally documented. To this end the NA shall use the standard checklists and assessment forms provided by the Commission and implemented in the related IT tools.
- 3. Each of the actors in the grant award process shall perform their assessment individually and independently. An identified and secured

 $<sup>^9 \</sup> Published \ at: \\ \underline{http://ec.europa.eu/programmes/erasmus-plus/discover/guide/documents-applicants} \ \ en.htm$ 

access to the relevant on-line tool for recording the assessment shall be ensured.

- 4. In view of an homogenous quality assessment and fair grant award proposal, the NA shall inform all actors involved in the grant award process and in particular external experts duly about the decentralised action concerned and give them adequate training and documentation/written guidelines on the applicable grant award rules.
- 5. For the assessment and grant award procedure in the case of KA1 Learning mobility projects between Programme and Partner Countries in the field of higher education, please refer to Annex III.3 of this Guide.
- 6. With regard to Strategic Partnerships exclusively between schools, the grant award procedure is adapted in view of the management of the grants based on the split funding model. The specific procedure is set out in Annex III.4 of this Guide.
- 7. The selection of organisations for an accreditation for HE mobility consortia, VET mobility and the European Voluntary Service follows the same principles as the procedure for grant applications except that it results in the award an accreditation instead of a grant.

#### 3.7.2 Prevention of conflicts of interest

- 1. Any actor involved in any stage of the grant award process shall sign a formal statement on the prevention of conflicts of interest and the disclosure of information in relation to the given selection round. The declaration shall follow the template provided in Annex I.6 of this Guide.
- 2. Neither the legal entity representing the NA nor its staff members are eligible for funding under any action of the Programme unless explicitly provided for. Other actors in the grant award process may not receive a grant under the selection round in which they participate.
- 3. Without prejudice to the circumstances of exclusion described in Part C of the Programme Guide, before being awarded a grant or a contract, structures and networks identified or designated in the Erasmus+ Programme or in any Annual Commission Work programme adopted for the implementation of the Erasmus+ Programme shall be able to demonstrate that they are not in a conflict of interest either because precautionary measures are taken by them or because their internal organisation is such that there is a clear separation of interests. The same applies also to legal entities hosting the Erasmus+ NA but dealing with other activities inside or outside the remit of the Erasmus+ Programme, as well as entities affiliated to these legal entities.
- 4. External experts assisting the NA in the grant award process shall be chosen on the basis of their professional capacity. For the selection of experts, the NA shall respect the principles of transparency, equal treatment and absence of conflicts of interest.

- 5. Persons who have a function in the supervision of the NA cannot take part in the grant award process.
- 6. A person who has participated in the formal eligibility check or quality assessment of a grant application in the selection round concerned shall not have a decision-making role in the evaluation committee, but may be called upon to provide information to the evaluation committee.
- 7. The person taking the grant award decision may participate as an observer, but shall not have a voting right in the evaluation committee.

#### 3.7.3 Eligibility check

- 1. The aim of the eligibility check is to verify whether all grant applications comply with the exclusion criteria and the eligibility criteria applicable to the selection round concerned as published in the Programme Guide.
- 2. The eligibility check shall result in a list of grant applications that will be further subject to a quality assessment and a list of grant applications rejected on formal grounds.
- 3. In case of doubt with regard to any of the exclusion or eligibility criteria, the NA may request further proof from the applicant (e.g. on date of submission) or from other competent instances (such as chambers of commerce, courts, etc.) in respect of applicable privacy protection rules.
- 4. In order to prevent double funding, applicants can submit the same application only once. In order to exclude cases of multiple submission, the NA shall undertake a check of applications based on a number of key control elements as defined by standard queries provided through the management tools (see Annex III.6).
- 5. The formal eligibility check of any type of grant application may be undertaken by a single NA staff member on the basis of application data available in EPlusLink.

#### 3.7.4 Quality assessment

- 1. All grant applications that have successfully passed the eligibility check shall undergo a quality assessment<sup>10</sup> on the basis of the selection and award criteria published in the Programme Guide.
- 2. The outcome of the quality assessment of the grant applications shall be a list of proposals sorted in order of merit, with a proposed grant amount by grant application. In the case of mobility projects between Programme and Partner Countries in the field of higher education, the outcome will be a list of sets of mobility flows for each Heading 4 budget envelope and ranked in order of merit. The quality assessment of applications for

With the exception of KA1 – Learning mobility projects between Programme Countries in the field of higher education.

- accreditation shall result in a list of proposals to grant or withhold the accreditation to the organisation(s) concerned.
- 3. The required number and mix of internal and external experts for the quality assessments depends on the complexity and risk involved. For grants above EUR 60.000, the NA is advised to involve as much as possible external experts in the assessment to increase the objectiveness of the exercise.
- 4. For the quality assessment of decentralised grant applications, the following minima apply with regard to the type and number of experts:
  - a. Key Action 1 Learning mobility of learners and staff<sup>11</sup>:
  - in case the applicant is an accredited organisation<sup>12</sup> or the grant request is up to EUR 60.000 included, the application shall be assessed by minimum 1 expert; no external expert is required;
  - in case the applicant is not an accredited organisation and the grant request is higher than EUR 60.000, the application shall be assessed by minimum 2 experts; no external expert is required.
    - b. Key Action 2 Strategic Partnerships:
  - the application shall be assessed by minimum 2 experts, out of which at least one shall be external to the NA;
    - c. Key Action 3 Youth Structured Dialogue:
  - the application shall be assessed by minimum 1 expert; no external expert is required;
    - d. Accreditation HE mobility consortia, organisations/consortia applying for VET mobility and European Voluntary Service:
  - applications shall be assessed by minimum 2 experts; no external expert is required.
- 5. The operational capacity of applicants shall be evaluated as part of the quality assessment.
- 6. In view of proposing an adequate grant amount, the quality assessment shall include also an assessment of the grant request in relation to the activities proposed. On the basis of this assessment and the grant allocation rules, a grant amount shall be proposed for each grant application that is of sufficient quality to receive a grant.

<sup>&</sup>lt;sup>11</sup> See paragraph 3.7.4. point 1.

Accredited organisations can be: higher education institutions holding an Erasmus Charter for Higher Education, organisations holding a VET mobility certificate and organisations accredited to take part in the European Voluntary Service.

#### 3.7.5 Validation of organisations

- 1. In order to facilitate the application and reporting process of applicants and beneficiaries and to prevent multiple submissions and double funding, all participating organisations that need to be identified at application stage i.e. either a) only applicants or b) both applicants and partners, depending on the action concerned, as defined by the Programme Guide have to register in the Unique Registration Facility (URF).
- 2. The NA shall validate relevant participating organisations by checking if the data registered in URF corresponds to the organisation's legal data as set out in the supporting documents uploaded in the tool. N.B.: The validation does not include assessing the operational or financial capacity of the organisation.
- 3. The NA shall check if the participating organisation applied the correct Participant Identification Code (PIC) and match any multiple PICs identified (e.g. temporary PICs, duplicate registration).

#### 4. The NA shall validate:

- a. For all grant applications received by the NA in Key Actions 1 (including applications submitted by national consortia), 2 and 3: the applicant organisation of selected projects as well as projects on the reserve list. Applicant organisations shall be validated before issuing the grant agreement at the latest.
- b. For Key Action 2 applications: additionally, the partner organisations of selected projects as well as projects on the reserve list. Partner organisations shall be validated at the latest before the grant award decision is taken (see Annex I of the Delegation Agreement). The validation organisations is made by the NA of the country in which the organisation is established. Each NA shares the validations status of partner participating organisations with the NA of the applicant organisation in EPlusLink. Organisations from Partner Countries shall be validated by the NA of the applicant organisation. If a Partner Country organisation participates in different applications submitted in different Programme Countries, the NA that validates the organisation first takes the ownership of the validation and shares the validation status with the other NAs in EPlusLink.
- c. For Key Action 1 in the field of education and training, applications for accreditation submitted by national consortia: the applicant organisation and the member organisations of the consortium to be listed in the grant agreement for the mobility project shall be validated before issuing grant agreements at the latest.

- d. For Key Action 1 and 3 in the youth field: national, transnational or international partner organisations do not have to be validated.
- e. For Key Action 2 Strategic Partnerships in the field of school education: in addition to the standard organisation validation, the NAs shall validate schools following the procedure and deadlines defined in Annex III.4 of this Guide.
- 5. For all actions, if the status of the applicant organisation is invalid, the NA shall reject the application.
- 6. If the status of any of the partner organisations is invalid, the NA of the applicant organisation shall inquire about the reason of invalidity with the validating NA. If the reason is of a technical type (e.g. a document not linked to the validation process is missing):
  - a. For Key Action 1 and 3, the NA may proceed with the selection process.
  - b. For Key Action 2, the validating NA may contact the organisation to take the necessary measures. Following positive corrective action, the project cannot be rejected nor the partner excluded on the basis of invalidity, unless the project in question is a Strategic Partnership composed exclusively of schools and the selection process has passed the point of central budget clearing.

In all other cases, the NA may either:

- a. reject the application as a whole, or
- b. re-evaluate the application to assess whether the project could be accepted for funding in the absence of the partner organisation concerned and eventually award the project without the invalid partner, with consequent reduction and/or redistribution of the awarded grant among the remaining partners. The NA shall exclude the invalid partner organisation by way of a special clause in the grant agreement.
- 7. The accreditation and validation of HE mobility Consortia and organisations and consortia applying for VET Mobility Charter or European Voluntary Service shall be undertaken by the NA to which the consortium/organisation has to apply in accordance with the Programme Guide or by the relevant SALTO Resource Centre in case of EVS organisations established in the Partner Countries neighbouring the EU. The accreditation of Higher Education Institutions applying for an Erasmus Charter will be undertaken at Commission level.

#### 3.7.6 Verification of double funding

- 1. The NA shall verify the existence of similar or identical applications and projects under the Programme. This applies in particular to Key Action 2 Strategic Partnerships.
- 2. In order to prevent double funding, the NA shall undertake a check of proposals selected for funding based on a number of key control elements as defined by standard queries provided by the Commission through the management tools (see Annex III.6).
- 3. As regards Key Action 2 Strategic Partnerships, the NA shall ensure that the list of proposals selected for funding is cross-checked also across different fields, countries and Call years of the Programme.
- 4. In countries where the Programme is managed by more than one NA, the NA shall also cross-check with the other NA(s) the lists of proposals selected for funding for Key Action 1 Learning mobility of individuals in the fields of education and training before the grant agreement is issued so as to ensure that no proposal for a Programme action is funded twice with EU grants.

#### 3.7.7 Evaluation committee

- 1. In view of preparing the grant award decision, the NA shall establish an evaluation committee that will prepare a grant award proposal for each selection round.
- One or several evaluation committees may be designated for the various decentralised actions managed by the NA. Evaluation committees may be designated for specific selection rounds or for a specific period of time.
- 3. An evaluation committee shall consist of at least 3 members. The members shall represent at least 2 organisational entities with no hierarchical link between them. The latter condition does not apply if the evaluation committee consists only of NA staff and there are no such distinct organisational entities within the NA.
  - The evaluation committee shall work in accordance with formal rules of procedure, which shall be decided by the NA and formally communicated to the members of the evaluation committee before it starts working. The rules of procedure shall detail at least the working method of the evaluation committee as well as formal rules for decision taking.
- 4. The members of the evaluation committee may be called to meetings or consulted in writing in view of preparing the grant award proposal.
- 5. The evaluation committee shall work from the list of grant applications or, in the case of mobility projects in the field of higher education between Programme and Partner Countries, from the list of sets of mobility flows per budget envelope (see Annex III.3). The grant

applications or sets of mobility flows will be sorted in order of merit as a result of the quality assessment, and the evaluation committee shall validate the results of the formal eligibility checks. It shall make a proposal for grant applications to be accepted, rejected or put on the reserve list<sup>13</sup>, based on their quality. Any departure from this principle shall be duly justified and documented<sup>14</sup>. To this end, the rules of procedure of the evaluation committee shall provide an objective method for dealing with grant applications of the same quality level (e.g. assessment by a third expert).

- 6. For each of the grant applications placed on the acceptance and reserve lists which may only contain grant applications of a sufficient quality to be funded the proposed grant amount shall be specified.
- 7. Upon completion of their work, the members of the evaluation committee shall sign a record listing all the grant applications examined and the proposed grant amounts. This record shall be kept for future reference until 5 years after the closure of the related Delegation Agreement.
- 8. The opinion of an evaluation committee is also required with regard to applications for an accreditation of HE mobility consortia and organisations/consortia applying for VET mobility and European Voluntary Service. Similarly to the assessment of grant applications, the members of the evaluation committee shall sign a record listing all the applications for accreditation examined.

#### 3.7.8 Grant award decision

- 1. The grant award decision shall be taken by the person who is legally authorised to sign grant agreements on behalf of the NA.
- 2. The grant amount awarded shall not exceed the grant requested by the applicant.
- 3. The grant award decision shall be based on the grant award proposal prepared by the evaluation committee and shall specify at least:
  - The subject and the overall amount of the decision;
  - For approved applications: the name of the beneficiary, the title of the granted activity, the grant amount awarded and the reasons for this choice, in particular where it departs from the opinion of the evaluation committee;

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<sup>&</sup>lt;sup>13</sup> As a matter of exception, applications for Strategic Partnerships composed exclusively of schools may not be put on a reserve list.

<sup>&</sup>lt;sup>14</sup> Not applicable to Strategic Partnerships composed exclusively of schools, for which there are no reserve lists.

- For applications put on the reserve list: the name of the applicant, the title of the activity applied for, the grant amount to be awarded in case the application could be financed at a later stage, and the reasons for this choice, in particular where it departs from the opinion of the evaluation committee;
- For rejected applications: the name of the applicant, the title of the activity applied for and the reasons for rejection.
- 4. The grant award decision shall be dated and signed and kept for future reference until 5 years after the closure of the related Delegation Agreement.
- 5. If the grant award decision departs from the grant award proposal made by the evaluation committee, the document shall provide a clear justification underlying the departing decision.
- 6. The person taking the grant award decision shall ensure that the necessary checks have been undertaken to guarantee that:
  - One and the same activity may result in the award of only one grant to any one beneficiary (see Section on verification of double funding);
  - A grant may be awarded for an activity which has already begun only where the applicant can demonstrate the need to start the activity before the grant agreement is signed. In such case, expenditure eligible for financing may not have been incurred prior to the date of submission of the grant application;
  - No grant is awarded retroactively for activities already completed at the time of submission of the grant application.
- 7. The same procedure as set out above applies also to the formal decision to be taken with regard to applications for an accreditation on the basis of which the beneficiary will be entitled to apply for grant support.

#### 3.7.9 Notification of grant award results to the applicants

- 1. The NA shall notify all applicants of the outcome of the grant award process and, in the case of successful grant applications, of the grant amount awarded before the start of the activities for which support has been requested. This notification shall be done in writing in hard copy or in electronic format not later than six months after the final date for submission of the grant applications. However, in view of good administration, the NA shall comply with the indicative deadlines indicated in the Programme Guide and in the calendar on the use of funds (see Annex I of the Delegation Agreement).
- 2. The NA may decide to inform applicants whose application is rejected on the basis of the eligibility check before the grant award decision is taken. In that case, due care shall be taken to specify the provisional and non-binding character of the information provided, which will be final

only after the grant award decision is taken by the person legally authorised to sign agreements on behalf of the NA.

#### 3.7.10 Ex-post publication of grant award results

- 1. Within 60 days of the notification of grant award results to applicants, the NA shall make available the results of the grant award decision to the public. This shall be done at least via an easily accessible publication on the NA web site, and may also be done in its newsletter, in the national press, etc.
- 2. The following information shall be published with due observance of the requirements of confidentiality and security in particular the protection of personal data:
- a) the name of the beneficiary;
- b) the locality of the beneficiary;
- c) the amount awarded;
- d) the nature and purpose of the measure.

For the purpose of point (b) the term 'locality' shall mean:

- (i) when the beneficiary is a legal person, its address;
- (ii) when the beneficiary is a natural person, the region at NUTS 2 level or, in the case of third countries, the equivalent to the region at NUTS 2 level.
- 3. In addition, the NA may want to publish compendia of selected projects (including information such as project summaries, name and country of participating organisations), in compliance with Data Protection rules.
- 4. As far as personal data referring to natural persons are concerned (e.g. the information related to the data of legal representative or contact person), the information published shall be removed two years after the end of the financial year in which the funds were awarded. The same shall apply to personal data referring to legal persons for whom the official title identifies one or more natural persons.

#### 3.8 Grant agreements

#### 3.8.1 Forms of grants

- 1. The Programme Guide sets out the rules for the different forms of grants applicable to the Programme actions. These rules shall apply as such for grants awarded by NAs.
- 2. In so far as the grant request relates to budget categories for which unit contributions apply and the NA in line with the indications provided by experts decides to award a grant amount lower than the request in the grant application, the NA shall reduce the number of units that determine the budget.

3. In the case of simplified grants, if the supported activity is realised in a satisfactory manner and the outputs are of acceptable quality, the full grant amount is acquired and, in the case of unit contributions, the final grant calculation shall be based on the number of units realized. In the case of underperformance, the NA may require reimbursement of (part of) the grant awarded on the basis of the criteria specified in the grant agreement between the NA and the beneficiary (see Annex II-A).

#### 3.8.2 Financial capacity check

- 1. In the cases specified in the Part C of the Programme Guide, the NA shall before issuing the grant agreement formally check the financial capacity of the applicant<sup>15</sup>. Guidelines for the assessment of the financial capacity are provided in Annex III.5 of this Guide.
- 2. In case the analysis of the financial capacity of a beneficiary reveals certain weaknesses that result in the risk of EU funds being lost, the NA shall include a special clause in the grant agreement detailing the precautionary measures (e.g. fractioned pre-financing payments, full payment of the grant upon completion of the action, financial guarantee, etc.). In order to limit the financial risks connected with the payment of pre-financing, the NA may, on the basis of a risk assessment, require the beneficiary to lodge a financial guarantee in advance, for up to the amount of pre-financing. The NA shall, however, not require a financial guarantee in the case of grants lower than or equal to EUR 60.000<sup>16</sup>.

#### 3.8.3 Issuing of grant agreements

- 1. The NA shall use the standard templates for the grant agreements enclosed in Annex II-A. In view of transparency, the Commission will publish these templates also on its website.
- 2. If the applicant organisation is the sole beneficiary of a grant, the mono-beneficiary grant agreement template shall be used. If the applicant organisation applies on behalf of organisations participating in the project, the multi-beneficiary grant agreement template shall be used.
- 3. The NA may introduce changes to the grant agreement templates only if required by national legislation and provided that:
  - these do not conflict with any of the provisions of the standard grant agreement templates, and

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<sup>&</sup>lt;sup>15</sup> In the field of higher education for Key Action 1, financial capacity checks undertaken for beneficiaries of mobility projects between Programme Countries will be considered valid also for their mobility projects with Partner Countries.

<sup>&</sup>lt;sup>16</sup> The rules on low value grants apply to each grant separately, therefore also in cases when an organisation applies for several grants of less than EUR 60.000, the sum of which exceeds EUR 60.000.

- they do not introduce unnecessary restrictions for grant beneficiaries.

Where such national adaptations are deemed necessary, the NA shall obtain prior written authorisation from the Commission and provide thereto the necessary documentation on the underlying legal requirements.

- 4. Grant agreements shall be issued in two copies. They may be sent to beneficiaries in hard copy, which is advised for the "Special Conditions" part, or in an electronic format. If the NA decides to issue the grant agreement in an electronic format, it shall protect the electronic documents adequately from potential modification by beneficiaries. The "General Conditions" part of the grant agreement can be published on the NA website only, and they do not need to be sent to the beneficiaries.
- 5. When issuing a grant agreement, the NA shall send an accompanying letter or message stating the final date by which the signed agreement is to be returned to the NA, after which the grant offer is cancelled.
- 6. In case the beneficiary wishes to introduce changes to the grant agreement, s/he shall not alter the text of the grant agreement but introduce a separate request thereto to the NA. In case the NA agrees with the proposed changes, it shall issue a modified grant agreement proposal to the beneficiary. If not, the grant agreement offer shall be deemed cancelled unless the beneficiary is still prepared to accept the conditions of the initial grant agreement proposal.
- 7. The two copies of a grant agreement shall be signed and dated by the beneficiary before being signed and dated by the NA. As last of the signing parties, the NA shall send one copy of the grant agreement signed and dated by both parties to the beneficiary and keep the other copy for the NA. Grant agreements shall be signed by both parties in respect of the calendar for use of funds (see Annex I of the Delegation Agreement) and no later than three months after the grant award notifications were sent to successful applicants.
- 8. Provided that the underlying Delegation Agreement has been signed by the NA and the Commission, the NA shall send to the successful applicants the grant agreement offer before the start of the selected project.
- 9. In the case of EU Member States, the NA shall use one of the official EU languages in grant agreements and in written communication with beneficiaries about contractual issues.
- 10. In the case of EFTA/EEA countries or acceding or candidate countries, the NA may choose to use one of the official EU languages or the official language of its country for grant agreements and contractual correspondence with beneficiaries. In the event that the language chosen is not one of the official EU languages, the NA shall be in charge of providing translations of good quality at the request of the Commission, the European Court of Auditors, OLAF or any persons mandated by

either institution undertaking an evaluation, control or audit on their behalf.

#### 3.8.4 Amendment of grant agreements

- 1. The beneficiary or the NA may request an amendment of the grant agreement in accordance with the contractual provisions as set out in the standard grant agreement between the NA and the beneficiary (see Annex II-A).
- 2. In case of a request for an amendment concerning purely administrative elements of the grant agreement, the modification to the grant agreement may be confirmed by a formal letter signed solely by the NA. If the amendment request concerns substantive changes of the grant agreement exceeding the provisions of contractual flexibility, a supplementary agreement shall be signed by both parties in the same manner as applicable to the signing of the initial grant agreement (see Section 3.8.3 of this Guide on issuing grant agreements).
- 3. Any request for amendment submitted by the beneficiary shall be received by the NA in good time, before the change is planned to take effect, and in all events one month before the end of the eligibility period set in the grant agreement, except in cases duly substantiated by the beneficiary and accepted by the NA. To be valid, any amendment to a grant agreement shall be issued by the NA before the end date of the grant agreement concerned.
- 4. Amendments to grant agreements may not have the purpose or effect to call into question the grant award decision or be contrary to the equal treatment of applicants. Thus, amendments with the purpose of increasing the maximum grant amount or co-financing percentage are authorised only if the NA puts in place a transparent procedure for redistribution of unspent funds guaranteeing the equal treatment of all applicants/beneficiaries (see Section 4.1.3.3 on the (re)distribution of unspent funds).
- 5. Beneficiaries of higher education mobility grants may submit to the NA a request for additional support for persons with special needs during the contractual period, in accordance with the conditions set out in the grant agreement template. If such additional grant request is accepted, the NA shall take a formal grant award decision; however, preliminary consultation of the Evaluation Committee is not required in such case. The additional grant support shall be made available following a formal amendment to the grant agreement signed by both parties.

#### 3.9 Reserve lists

- 1. Good quality applications which cannot be funded due to lack of funds shall be put on the reserve list<sup>17</sup>, and accepted later if funds become available. The NA shall respect the ranking order of the lists.
- 2. Projects accepted from the reserve lists must end by the latest possible end date for projects on reserve list indicated in the calendar for the use of funds for grant support (see Annex I of the Delegation Agreement).
- 3. If, for the reason mentioned above, the project duration has to be shorter than included in the application, the beneficiary may propose changes to the project work-plan and the budget. In the framework of Key Action 2 Strategic Partnerships, the NA shall also make it clear to the beneficiary that the grant for the project management and implementation will be reduced proportionally to the shorter duration. The NA shall assess the proposed changes and take a decision if the project can carry out the planned core activities and it can reach its intended objectives within a shorter duration and with a reduced budget.

#### 3.10 Grant payments

- 1. The NA shall make payments in Euro. The NA is strongly recommended to require the beneficiary to open a bank account in Euro in order to avoid exchange rate losses on pre-financing payments.
- 2. EU grants are payable in full to the beneficiaries. The NA shall not make any deductions whatsoever for direct or indirect taxes, fees, social security, contributions or administrative, management or registration charges.
- 3. In so far as the treasury situation of the EU funds on the NA bank account allows it, the NA shall apply the payment conditions as set out in the Programme Guide and in the grant agreement standard templates provided by the Commission for the different types of decentralised actions (see Annex II-A of this Guide).
- 4. The NA shall transfer grant payments to beneficiaries within the timeframe set in the calendar for the use of funds as well as in the grant agreement templates provided in Annex II-A of this Guide.
- 5. If the treasury situation of the EU funds on the NA bank accounts does not allow for a single first pre-financing payment to beneficiaries, the NA may split the first pre-financing in two or more instalments and pay the further instalments without requiring a progress or interim report from the beneficiary.

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<sup>&</sup>lt;sup>17</sup> Except for KA2 Strategic Partnerships composed of schools only.

#### 3.11 Checks of grant beneficiaries

#### 3.11.1 General principles

- 1. The NA shall give assurance on reality and eligibility of the activities supported with EU funds as well as on the legality and regularity of the underlying operations. To that effect, the NA shall undertake so-called "primary checks", which have to be embedded in the overall control strategy included in the governance structure of the NA (see Section 2.5 of this Guide). The NA shall put in place a robust system of primary checks, which will constitute one of the essential building blocks of its overall assurance system.
- 2. The primary checks to be undertaken by the NA in relation to Programme beneficiaries consist of the following types:
  - Final report check (and interim report check where applicable);
  - Desk check of additional supporting material submitted by beneficiaries;
  - On-the-spot check during the project implementation of a supported activity;
  - On-the-spot check (audit) undertaken after completion of the project;
  - Systems check of recurrent beneficiaries.
- 3. In countries where more than one NA has been designated for the management of the Programme, the NA shall closely cooperate with the other NA(s) for the organisation of primary checks, in order to ensure the necessary coherence between the different decentralised actions at national level. The NAs shall communicate to each other on a yearly basis their planned on the spot checks as well as the results of the checks undertaken. This will ensure that the same beneficiaries for which during an on the spot check no major errors or weaknesses were detected in a given year, will not be revisited again during the two years following that year and that problem cases are adequately followed up by all NAs concerned.
- 4. The checks on beneficiaries related to projects of the previous Lifelong Learning and Youth in Action programmes have to be carried out according to the rules and technical instructions applicable for these programmes.

Further clarifications on selection of primary checks, types of checks and formal requirements are included in Annex III.10 of this Guide.

#### 3.12 Recovery of EU funds from beneficiaries

1. If the NA is subject to specific national legislation with regard to the procedure for recoveries from beneficiaries, it shall implement the

national legal requirements incumbent on it. However, in view of the principle of transparency and sound financial management, the NA shall always first formally notify the beneficiary of its intention to recover any amount unduly paid. If no specific national legislation applies, the NA shall implement the procedure set out hereafter.

- 2. Once the NA has calculated and established the amount unduly paid to the beneficiary either as the result of a routine final report assessment or following further desk or on the spot checks the NA shall formally notify the beneficiary thereof and of its intention to recover this amount. The NA shall send the notification by registered letter or any other means allowing to checking that and when the notification has been received by the beneficiary.
- 3. The notification letter shall state the amount to be recovered, the reasons for recovery and invite the beneficiary to make any observations within 30 calendar days from the receipt of notification letter.
- 4. Within 30 calendar days of receipt of the observations, the NA shall analyse any additional information received from the beneficiary, and shall inform the beneficiary of its final decision, including if applicable, the information on the revised final grant amount and the amount still to be recovered. This period of 30 calendar days can be suspended if further supporting evidence has to be requested from the beneficiary.
- 5. If no observations have been submitted or if, despite the observations submitted by the beneficiary, the NA decides to pursue the recovery procedure, the NA shall confirm recovery by formally notifying to the beneficiary a debit note ("debit note"). The debit note shall specify the amount due, the terms and the date for payment.
- 6. In the debit note, the NA shall request the payment of the amount due within a period of 30 calendar days of the date of receipt of the debit note. The NA may decide to shorten the notice period for specific and duly justified reasons (e.g. risk of loss of EU funds), and shall then duly record the reasons in the project file.
- 7. If payment has not been made by the date specified in the debit note, the NA may choose between different recovery mechanisms as appropriate and depending on the nature of each individual case as set out in Sections 3.12.1. 3.12.3.
- 8. The maximum period for closing a grant agreement after dispatch of the notification letter by the NA is 6 months. If the beneficiary does not provide the required information and/or supporting evidence in case of observations within that period, the NA shall recover the amount considered ineligible within 15 days without further possibility of submitting observations by the beneficiary after the expiration of the 6 months period. The maximum period for closing a grant agreement after dispatch of the notification letter may be extended only in view of a reimbursement in instalments by the beneficiary, in which case the period may be maximum 1 year.

- 9. In the case of countries with more than one NA, the NA shall exchange with the other NA(s) information on problematic debtors, in view of a coordinated approach in case the same organisation benefits from Programme grants awarded by different NAs.
- 10. In case the NA does not implement the recovery procedure according to the procedure and deadlines set out in this section of the Guide for NAs and except in duly justified cases formally accepted by the Commission (e.g. authorisation from the Commission to waive the recovery), the Commission shall consider the amount due as ineligible at the stage of the Yearly Management Declaration on the basis of which the Delegation Agreement is to be closed following the Calendar for the use of funds provided in Annex I of the Delegation Agreement.

#### 3.12.1 Recovery by offsetting

- 1. If the NA is managing several grant agreements with the same beneficiary over the same or successive periods, it shall recover funds through offsetting whenever possible, and at any time after issuing the debit note. In such case, the NA shall inform the beneficiary that the amount due will be deducted by the NA from a payment underway or from a future payment. The NA may offset recoveries due under the Lifelong Learning and Youth in Action programmes also against payments due to the same beneficiary under the Erasmus+ Programme.
- 2. The NA is required to keep rigorous accounting records, given that the amount due and the payment might correspond to two different decentralised actions and/or two different Delegation Agreements<sup>18</sup>.

#### 3.12.2 Recovery by drawing on the financial guarantee

If the beneficiary was required to provide a financial guarantee as foreseen in Section 3.8.2 of the Guide for NAs and if no recovery of the amounts due by offsetting is possible, the NA may draw on the financial guarantee.

#### 3.12.3 Direct recovery

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1. If the debtor has not reimbursed the amount due within the deadline indicated in the debit note, the NA shall send a first reminder letter by registered mail within 15 calendar days of the due date for reimbursement, requesting the immediate reimbursement of the amount due. This amount shall bear interest at the rate indicated in the agreement with the beneficiary and the reminder letter. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the NA receives full payment of the amount owed, inclusive. This provision shall not apply to recipients of a grant which are public bodies of the Member States of the European

Or between a Delegation Agreement under Erasmus+ and a Commission-NA Agreement under the Lifelong Learning or Youth in Action Programme.

Union. Any partial payment shall first be entered against charges and interest on late payment and then against the principal. The NA shall report on late payment interest recovered from debtors in the Yearly NA report.

- 2. If the debtor has not reimbursed the amount due within 15 calendar days of the date of receipt of the first reminder letter, the NA shall send a second and last reminder letter by registered mail within 30 calendar days of receipt of the first reminder letter, requesting the immediate reimbursement of the amount due and explaining that non-compliance with this request within 15 days of receipt of the second reminder letter may result in legal action against the debtor referring to the applicable contractual rules.
- 3. If after 15 days of receipt of the second reminder letter the debtor has not reimbursed the amount due and the NA is not in a position to offset the debt against other payments due to the beneficiary, the NA shall:
  - Either undertake actions to recover the funds, including any legal action, and inform the Commission in the Yearly NA Report;
  - or within 45 calendar days request authorisation from the Commission to waive the recovery provided that the requirements for requests for waiver as set out in Section 4.7.8. are fulfilled.

#### 3.12.4 Recovery of small amounts due

- 1. If the amount due is less than or equal to EUR 200, the NA did not succeed in recovering the amount due following the second reminder notification, and there is no possibility to recover the amount due by offsetting, the NA is allowed not to proceed with the recovery if the cost of the procedure to recover the amount due exceeds the amount due (cost-effectiveness principle).
- 2. The NA shall establish a transparent and fair system ensuring equal treatment for the waiver of recovery orders up to a maximum EUR 200, based on the cost-effectiveness principle. The system shall be documented and authorised at the appropriate level in the NA.

#### 3.13 Support and monitoring of beneficiaries

#### 3.13.1 Support to programme stakeholders and beneficiaries

- 1. The NA shall provide support to the Programme beneficiaries throughout the whole project lifecycle, as of the grant award procedure through the project implementation until the final report and the dissemination stage. The support shall take the form of at least guiding, counselling and advice.
- 2. To ensure equal opportunity to all, the NA shall adjust its supporting activities to the needs of different groups of beneficiaries and shall give more assistance, whenever necessary, through advising, counselling, training, monitoring, and coaching systems, when necessary.

3. In the field of youth, in line with the Inclusion and Diversity Strategy and the European Training Strategy, the NA shall implement a supportive approach towards those organisations, youth workers and young people that aim to access to the opportunities offered by Erasmus+ in the youth field. This supportive approach will be implemented by means of providing training and support to programme stakeholders in order to help them improve the quality of their projects, thus increasing, in the long run, the overall quality of the Programme and contributing, in general, to the development of capabilities of civil society organisations in the field of youth.

#### 3.13.2 Monitoring of beneficiaries

- 1. The NA shall monitor the implementation of granted Programme activities. Thus, the NA shall develop a coherent monitoring strategy providing for a structured approach, adequate methods and tools based on the needs of the various Programme target groups.
- 2. In countries where more than one NA has been designated for the management of the decentralised actions of the Programme, the NA shall closely cooperate with the other NAs for the organisation of monitoring activities, in order to ensure the necessary coherence at national level.

#### 3.13.3 Desk monitoring

- 1. The NA shall make the necessary resources available to give advice by phone, e-mail, letter and on-line to beneficiaries seeking help. The contractual documents shall provide the necessary contact details of the desk officers in charge, as well as how and when they may be contacted.
- 2. Based on individual requests for advice, the NA shall establish and keep up to date lists of frequently asked questions which shall be put on the NA website.
- 3. The NA is encouraged to use various means and tools, including social media, to provide support to beneficiaries. It shall see to it, however, to duly respect contractual rules on confidentiality and implement the necessary measures for the protection of personal data.

#### 3.13.4 Project management meetings

- 1. The NA shall organise on a regular basis group meetings for beneficiaries of decentralised actions. Such meetings shall be organised at least once a year for each decentralised action covered by the Delegation Agreement. At such monitoring meetings the NA shall provide advice both with regard to the implementation of the decentralised action as well as to grant management and contractual reporting.
- 2. In order to maximise the impact of the Programme, beneficiaries' attention shall be drawn to the need to disseminate and exploit the results of the granted activities effectively including on the use of media

- and the VALOR Dissemination Platform. Practical advice thereto shall be provided at project management meetings.
- 3. The NA shall provide the necessary expertise for these project management meetings and involve former beneficiaries to share their experience and good practices with new beneficiaries.
- 4. In order to limit the cost for beneficiaries of attending meetings with the NA, regional meetings can be envisaged. NAs may themselves organise and attend regional meetings or make use of their network of promoters, local authorities in charge of education, training or youth etc. In such case the NA shall provide regular training to its local and regional contact points, to ensure that correct information is passed on to beneficiaries.
- 5. Beneficiaries may use part of their EU grant to cover the costs related to attending a project management meeting.
- 6. In small size countries where group meetings would not be cost-effective, the NA may replace them by one-to-one meetings with individual beneficiaries or other adequate means.

#### 3.13.5 Thematic monitoring meetings

- 1. In order to strengthen the quality of activities receiving grant support and increase their added value and impact, the NA shall organise thematic monitoring meetings focussing on themes that aim at increasing the quality and impact of the Programme. These meetings shall foster the exchange of experiences between beneficiaries/projects during the lifetime of the supported activities, working in the same field or that are concerned by a common crosscutting theme.
- 2. All fields of education, training and youth shall be covered by at least one thematic monitoring meeting per year. Whenever a theme may benefit from the participation of beneficiaries working in different fields, the NA shall encourage cross-sectoral cooperation and exchange.
- 3. In order to increase their added value, thematic monitoring activities shall involve as much as possible projects funded under both the decentralised and the centralised actions of the Programme.
- 4. The thematic area(s) chosen at national level shall be in line with the Programme priorities set at EU level. The NA shall call on the support of experts and stakeholders in the thematic area as necessary in order to increase the added value for the participating beneficiaries.
- 5. For reasons of cost-effectiveness, the NA may organise combined meetings, covering both thematic monitoring and project management aspects for the same target public. However, in such case, sufficient and explicit provision shall be made for in-depth exchanges in the chosen thematic area, in order to provide meaningful support for an increase of the quality and impact of the projects in that area.

#### 3.13.6 Monitoring visits

- 1. The NA may implement a programme of on-site visits to beneficiaries in view of monitoring the implementation of individual projects.
- 2. Monitoring visits shall be used primarily to support and counsel the beneficiary as well as to gather and disseminate good practice examples. They can also contribute to collecting information on qualitative aspects of Programme management and on the effectiveness and impact of the granted project on the beneficiary organisation. Finally, monitoring visits will contribute also to the building of knowledge and expertise of NA staff on the Programme action concerned.
- 3. No specific criteria apply for the selection of beneficiaries for monitoring visits. However, the NA should consider the principle of cost effectiveness and the results of its risk analysis with regard to the primary checks.
- 4. Monitoring visits may be undertaken by NA staff in charge of administering the decentralised action concerned and/or by external experts hired to that effect by the NA. Due measures shall be taken to prevent potential conflicts of interest, in particular as regards the involvement of external experts.
- 5. In case a monitoring visit is organised simultaneously with an on-the-spot check (see Section 3.11 above), the role of the team members in charge of the on the spot check shall be clearly separated from the activities of the person(s) in charge of the monitoring visit and both shall be adequately explained to the beneficiary.
- 6. Monitoring visits require a careful preparation and organisation. They should be organised on the basis of a draft agenda agreed in advance with the beneficiary to ensure that all issues to be discussed can be properly covered. At the end of the visit, a first oral feedback shall be given to the beneficiary institution.
- 7. Within one month after the visit, the NA shall communicate the conclusions and any points of advice to the beneficiary in writing. The beneficiary shall be given the opportunity to comment on the draft report in relation to matters of fact or interpretation.
- 8. On the basis of the comments received from the beneficiary, the draft report is either amended if the comments/factual modifications are accepted by the NA or the beneficiary's response is included in a separate section of the final report. The final report is sent to the beneficiary within two months of the visit.
- 9. If important weaknesses are found during the monitoring visit, the final report shall clearly specify the points for improvement with a concrete timeframe for implementation and reporting. In addition, the NA shall ensure appropriate follow-up after the visit, including through additional targeted checks as necessary.

10. NAs shall disseminate good practice examples found during monitoring visits through different channels, e.g. using the NA website, presentations in conferences and seminars, etc. The outcomes from the visits can be used to feed into recommendations and guidelines to other beneficiaries to help them improve the quality of activities and outputs, as well as the management of their project.

#### 3.14 Dealing with irregularities and frauds

- 1. The NA shall take appropriate measures to prevent irregularities and fraud and if necessary bring prosecutions to recover Programme funds lost, wrongly paid and incorrectly used by beneficiaries of an EU grant awarded in the framework of a Delegation Agreement.
- 2. The notion of irregularity is the following: any infringement of a provision of EU law or any breach of a contractual obligation resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the general budget of the European Communities or allocations managed by them, by an unjustified item of expenditure<sup>19</sup>.
- 3. The notion of fraud<sup>20</sup> is the following:
  - in respect of expenditure, any intentional act or omission relating to: the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds from the general budget of the EU or budgets managed by or on behalf of the EU; non-disclosure of information in violation of a specific obligation, with the same effect; the misapplication of such funds for purposes other than those for which they were originally granted;
  - in respect of revenue, any intentional act or omission relating to: the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the illegal diminution of the resources of the general budget of the EU or budgets managed by, or on behalf of the EU; non-disclosure of information in violation of a specific obligation, with the same effect, the misapplication of a legally obtained benefit, with the same effect.
- 4. In case the NA presumes substantial errors, irregularities or fraud, the NA may suspend the implementation of the grant agreement or payments in order to verify whether presumed cases have actually occurred. If they are not confirmed, implementation shall resume as soon as possible. However, a formal contradictory procedure with the

Point 14 of the Annex to decision 1720/2006/EC of the European Parliament and the Council, and paragraph "Checks and Audits" of the Annex to Decision n° 1719/2006/EC of the European Parliament and the Council.

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Article 1 of the Convention concerning the protection of the financial interests of the European Communities (OJ C 316 of 27.11.1995, page 49).

- beneficiary concerned is compulsory before suspension of implementation or payments.
- 5. Where audit or control findings demonstrate systemic or recurrent errors, irregularities or fraud attributable to the beneficiary who has been awarded a number of grants under similar conditions, the NA may extend and apply the findings to all the grants concerned. However, a formal contradictory procedure with the beneficiary before suspension of implementation or payments is compulsory.
- 6. The NA shall report any case of irregularity or (suspected) fraud in relation to EU funds for decentralised actions under the Delegation Agreement, regardless of whether the act is committed by a Programme beneficiary or by a NA member of staff.
- 7. However, where an irregularity (error/negligence) detected by the NA a) is corrected before the final payment is made to the beneficiary, b) does not result in any administrative or judicial penalty, and c) does not cause prejudice to the EU's financial interests, the NA does not need to report the irregularity to the Commission. In such cases, the National Agency shall keep nevertheless an accurate track in its files of the facts detected and the corrective measures taken.
- 8. The NA director shall address the initial ad hoc irregularity report to the person having signed the Delegation Agreement on behalf of the Commission, with copy to the contact person indicated in the Agreement.
- 9. In addition, the NA shall keep the Commission informed of its monitoring and follow-up of irregularities and fraud on a regular basis as part of its Yearly NA Report (see Section 4.7.4).

#### 3.15 Information on means of redress

- 1. The NA shall clearly inform all applicants and beneficiaries about their right of redress for each NA decision affecting them adversely (e.g. grant award decisions, final grant amount, suspension of payment, recovery, conclusion of primary check).
- 2. The means of redress shall be clearly indicated on the NA website, as well as in direct exchanges with applicants and beneficiaries. The NA shall specify to whom the information request or appeal should be addressed, by which final date and following which formal procedure.
- 3. For the establishment of the procedures for redress, the NA shall take due account of applicable calendars for the use of funds for grant support as well as the relevant selection roadmaps for the actions concerned.

#### 3.16 Processing of personal data by the NA

1. Where the Delegation Agreement requires the processing of personal data by the NA, the NA may act only under the supervision of the data

controller identified in the Delegation Agreement, in particular with regard to the purpose of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his or her rights.

- 2. The access to data that the NA grants to its staff and any external experts involved in the Programme management shall be limited to the extent strictly necessary for the implementation, management and monitoring of the grant agreement or accreditation.
- 3. The NA shall adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:
  - prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
    - unauthorised reading, copying, alteration or removal of storage media;
    - unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
    - unauthorised persons from using data-processing systems by means of data transmission facilities;
  - ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
  - record which personal data have been communicated, when and to whom;
  - ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Commission;
  - ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
  - design its organisational structure in such a way that it meets data protection requirements.
- 4. In the context of the Programme and its predecessor Programmes, the following categories of individuals are considered as data subject:
  - the person legally authorised to sign the grant agreement on behalf of the applicant/beneficiary organisation;
  - the person coordinating the project in the applicant/beneficiary organisation;

- the person coordinating the project in each partner organisation, as applicable;
- a person participating in activities organised in the context of a funded project.

#### 4 MANAGEMENT OF THE DELEGATION AGREEMENT

#### 4.1 Use of EU funds

#### 4.1.1 Erasmus+ Contribution to management costs of the NA

- 1. As the EU financial contribution in support of the Programme management tasks of the NA ("Contribution to management costs"), the Commission will not check on the individual expenses covered by the grant but on the outputs and performance realised by the NA in relation to the requirements set out in the Specifications for the NA Work Programme and in the present Guide for NAs.
- 2. In addition to the EU Contribution to management costs, the NA shall receive the necessary resources from the National Authority to implement the NA Work Programme agreed with the Commission and the National Authority and implement the Programme actions in compliance with the applicable contractual provisions.
- 3. The NA shall use the Contribution to management costs exclusively in relation to expenses necessary for an effective and efficient management of the Programme and in respect of the principles of sound financial management.

#### 4.1.2 Erasmus+ Contribution to networks

- 1. In addition to the Contribution to management costs, the NA is provided with grant support to the network functions delegated to the NA in the framework of the Delegation Agreement.
- 2. In case the NA is not designated as body responsible for the network function at national level, it shall subcontract the implementation of the related part of the Work Programme to the designated body and transfer the related EU contribution to it.
- 3. In the case of subcontracting, the NA shall see to it that the delegated body implements the related Work Programme part satisfactorily and manages the EU support in accordance with the applicable rules. The NA shall report to the Commission on the implementation of the Work Programme and the use of the grant for the network functions as part of its Yearly NA Report (see Section 4.7.4).

#### 4.1.3 Erasmus+ Funds for grant support

#### 4.1.3.1 General principles

- 1. The Delegation Agreement defines the overall maximum amount of EU funds for grant support to the decentralised Programme actions allocated from the budget year concerned, specifying the allocations per Key Action per field of education, training and youth. Furthermore, in Key action 1 for the field of higher education, a distinction is made between the funds to be used for mobility activities between Programme Countries on the one hand (Heading 1 funds from the EU budget) and mobility from/to Partner Countries (Heading 4 funds of the EU budget).
- 2. The NA shall respect the Calendar for the use of EU funds for grant support to decentralised Programme actions (see Annex I of the Delegation Agreement). In this context, special attention shall be paid to the requirements regarding the use of interest earned on EU prefinancing, which the NA shall use to award additional grants.
- 3. The NA shall not transfer EU funds for decentralised actions between successive Delegation Agreements. Funds remaining unused after the final dates for commitment and signature of grant agreements set out in Annex I of the Delegation Agreement will be recovered by the Commission following analysis of the related NA reports and closure of the Delegation Agreement concerned.
- 4. In the case of countries with more than one NA, any transfer of funds for grant support between NAs may take place only by way of an amendment to the Delegation Agreements of the NAs concerned. Direct transfers of funds between NAs are not authorised in any case.

#### 4.1.3.2 Flexibility and transfers

- 1. The NA shall respect the ceilings for transfers between Key Actions within a given field of education, training or youth, as well as between fields of education and training as specified in the Delegation Agreement.
- 2. In case of transfers lowering the initial allocations under Key Action 1, the NA shall nonetheless respect the initial minima allocations set in the Delegation Agreement for certain types of mobility activities.
- 3. The NA cannot transfer funds between the fields of education and training on the one hand and the field of youth on the other hand. Transfers are allowed between the fields of education and training within the limits specified in the Delegation Agreement.
- 4. In the field of higher education, the rules regarding transfers and flexibility in mobility projects between Programme and Partner Countries are the following:

#### a. Transfers:

- i. Transfers between Erasmus+ Heading 4 funds and Erasmus+ Heading 1 funds are not permitted.
- ii. Transfers between the different Heading 4 financial instruments<sup>21</sup> are not permitted.
- iii. The NA may, adjust the budget envelopes within the same financial instrument, provided that the adjustments do not change an individual budget envelope by more than 10%, and the maximum amount of the Heading 4 funds is not exceeded.

#### b. Flexibility

- i. NA may decide to make available Heading 1 funds to fund outgoing mobility to DCI regions for short, first and second cycle student mobility. The Heading 1 supplement cannot exceed 20% of the total DCI Heading 4 budget.
- ii. There are no quotas for student versus staff mobility between Programme and Partner Countries.
- iii. A minimum of 90 % of each of the ENI South and ENI East budgets shall be used for incoming mobility from the Partner Countries.
- iv. DCI funds cannot be used for outgoing mobility of short, first and second cycle students from Programme Countries to DCI countries.
- 5. [placeholder for Windows youth actions]
- 6. Any transfers exceeding the ceilings set in the Delegation Agreement shall be subject to a formal amendment to the Delegation Agreement. In order to ensure respect of the financial provisions of the Programme Regulation for the Programme as a whole, such amendment requests will be treated during the same lapse of time set in the Delegation Agreement. Amendment requests for transfers of funds submitted outside the period fixed in the Delegation Agreement will not be considered by the Commission.

#### 4.1.3.3 Use and redistribution of unspent funds

1. The NA shall set up a fair and transparent system for the use and redistribution of funds in case of funds remaining unspent including additional funds made available to the NA from the EU budget after conclusion of the main selection rounds or funds awarded that cannot be absorbed by grant beneficiaries.

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<sup>&</sup>lt;sup>21</sup> Financial instruments are specified in the Delegation Agreement.

2. Due to the existence of 3 selection rounds per year for the youth field allowing for maximum absorption of EU funds, the provisions set out in this section apply exclusively to the fields of education and training, for Key Action 1.

#### Additional selection round

- 3. If, after having carried out the selection following the deadline set in the EU Call for proposals for a given year, the NA has substantial funds left unspent from the budget for that year and no reserve list available, the NA may launch an additional open selection round in order to support further new applications.
- 4. For the additional selection round in Key Action 1, a common submission deadline is set at European level at 15 October for all fields concerned, except for International Credit Mobility in the field of higher education, for which the deadline is 24 September.
- 5. Given the IT support needed to organise the additional selection round, the NA shall notify the Commission if it wants to launch the additional open selection round at the latest by 31 July of the Call of the year concerned, except for International Credit Mobility in the field of higher education, for which this should be communicated by 15 May of the Call year concerned.
- 6. For the organisation of an additional selection round the NA shall respect all requirements applicable to selection and grant award as specified in Chapter 3 of this Guide for NAs and it shall comply with the Calendar for the use of funds for grant support (see Annex I of the Delegation Agreement).

#### Redistribution of funds to existing beneficiaries

- 7. If additional funds would become available too late to organise the additional open selection round or if the amount of unspent funds would be too low to justify an open selection round, or for Higher Education where all beneficiaries are identified, the NA is allowed to organise a redistribution of funds to existing beneficiaries of Key Action 1 supported from the budget year concerned, in full respect of the calendar for the use of funds for grant support (see Annex I of the Delegation Agreement).
- 8. In the case of redistribution of funds to existing beneficiaries, the additional funds shall be used exclusively for granting new mobilities or for prolonging the current ones. In no case shall the NA allocate additional funds to grant beneficiaries in view of increasing the grant amount ex-post for mobility activities already completed or underway.
- 9. Redistribution of funds to existing beneficiaries in the fields of school education, VET, adult education, as well as international mobility in higher education is allowed in accordance with the following conditions:

- Under the main selection round beneficiaries have not been awarded the full grant requested due to the high demand and limited budget rather than for reasons of weak past performance of the beneficiary.
- In view of transparency and equal treatment of the beneficiaries, the NA shall contact all the beneficiaries concerned requesting an ad hoc interim report and explaining the objective criteria on the basis of which the available funds may be distributed to the interested beneficiaries. These criteria shall respect the principles of equality of treatment, non-discrimination and transparency.
- On the basis of the information in the ad hoc interim report, the NA shall check that the realisation level of mobility activities granted initially is in line with the planning in the grant application. In case significant underperformance is established, the NA may amend the initial grant agreement in view of a reduction of the maximum grant amount including, if applicable, recovery of pre-financing transferred to the beneficiary hitherto and add the funds concerned to its budget for redistribution to existing beneficiaries.
- The final grant amount awarded by the NA shall not exceed the grant amount requested by the applicant in the initial grant application.
- 10. In the field of higher education mobility between Programme Countries, redistribution of funds to existing beneficiaries shall be implemented in accordance with the following conditions:
  - Following the provisions stipulated in the grant agreement, all beneficiaries of Key Action 1 shall provide an interim report on the realisation of mobilities. They shall also report on their ability to absorb the remaining awarded funds and any further support that may become available.
  - The NA shall specify the objective criteria on the basis of which
    possible available funds may be distributed to the beneficiaries
    concerned. These criteria shall respect the principles of equality
    of treatment, non-discrimination and transparency.
  - On the basis of the information in the interim report, the NA can recover funds that beneficiaries would not be able to spend within their contractual period and redistribute those funds together with other unspent funds to those beneficiaries able to absorb more funds than initially awarded.
- 11. In case the redistribution of funds results in the increase of the initially awarded grant amount, the NA shall issue a grant award decision preceded by a formal consultation of the evaluation committee. The complementary grant support shall be made available following a formal amendment to the grant agreement and signed by both parties.

# 4.1.3.4 Grant support to Transnational Cooperation Activities between NAs

The NA may use a part of the Funds for grant support for Key Action 2 up to the maximum indicated in the Delegation Agreement in order to support activities of transnational cooperation with other NAs in accordance with the requirements set out in Section 5.1 of the Guide for NAs.

#### 4.1.3.5 Grant support to EVS Training and Evaluation Cycle

The NA may use a part of the Funds for grant support for Key Action 1 in the field of youth in order to carry out the sessions of European Voluntary Service Training and Evaluation Cycle in accordance with the rules established in the Programme Guide, Annex III.14, and with the requirements set out in the Section 5.2 of the Guide for NAs.

#### 4.1.3.6 Interest on EU prefinancing

- 1. Any interest generated by the EU financial contribution is not due to the Commission.
- 2. The NA shall use the interest earned on EU pre-financing payments in the year N for grant support to projects under the Call of the year N+1 in accordance with the Calendar for the use of EU funds for grant support under the Delegation Agreement for year N+1.
- 3. In order to optimise the use of EU funds for the Call of the year N+1, the NA shall use first the interest on EU pre-financing generated in the previous year N and second the EU funds for grant support provided in the Delegation Agreement for the year N+1.
- 4. In case the NA manages both Heading 1 and Heading 4 funds of the EU budget, interest earned on EU pre-financing shall be used proportionally to the EU pre-financing for actions funded from respectively Headings 1 and 4 of the EU budget.
- 5. In case the NA manages actions in the field of both Education and Training and Youth, interest earned on EU pre-financing shall be used proportionally to the EU pre-financing for actions funded from respectively Education and Training and Youth.
- 6. Interests earned under Heading 1 do not necessarily need to be split proportionally within the Education and Training field.

#### 4.1.4 Other EU funds

[placeholder for other EU funds managed by the NA in support of actions under the Programme]

#### 4.2 National co-funding to decentralised actions

1. National co-funding is defined as national funds that are made available by a Programme Country in addition to the EU funds to support

- decentralised Programme actions and the management of which is entrusted to the NA.
- 2. The Programme Country decides which decentralised actions may be supported with national co-funding. National co-funding may be used either a) to support a higher number of activities or grants under the Programme and/or b) to increase the grant amount awarded to individual activities selected under the Programme within the limits set in the Programme Guide.
- 3. National co-funding shall be managed following one of the two following approaches:
  - a) National co-funding is managed by the National Agency together with the EU funding as a single budget. In this case, the total grant given to each beneficiary and mobility participant has to respect the EU rules, including the minimum and maximum range for individual support grant levels for subsistence under Key Action 1 Learning Mobility of Individuals for the education and training fields.
  - b) National co-funding is managed by the National Agency separately from the EU budget. In such case, the level of the national grant for the activities under Key Action 1 is not limited. The top-up provided to beneficiaries and mobility participants from national co-funding is not subject to the amounts and minimum and maximum ranges set by the Commission. However, if national co-funding supports Strategic Partnerships under Key Action 2 or Structured Dialogue Meetings under Key Action 3, the grant rates set by the Commission shall be respected in full.
- 4. The NA shall manage national co-funding in respect of national and European legislation, including the EU Financial Regulation. The rules established for the management of the decentralised actions in the Programme Guide, Call for Proposals, Guide for NAs and other reference documents, thus apply to the actions supported.
- 5. The NA shall manage all applications received under a given Call for Proposals in an identical way and in respect of the applicable rules, in order to ensure equal treatment of applicants regardless of the source of funding.
- 6. The NA shall use the grant agreement templates provided by the Commission in Annex II-A to this Guide for all actions supported under the Programme regardless of the source of funding. If the National Authority authorises the NA to use EU and national co-funding as a single budget for the decentralised action(s) concerned, the NA does not need to distinguish between EU funding and national co-funding in the grant agreements signed with beneficiaries. If national co-funding is managed separately from the EU budget, the NA has to issue two separate agreements to the beneficiary organisations and the latter shall issue two separate grant agreements to the mobility participants.

- 7. The NA shall request the beneficiary to report on the use of the grant in compliance with EU rules and using the EU forms.
- 8. The NA shall record the report data in the Programme management tool in the same way for all grant agreements managed regardless of their source of funding.
- 9. The NA shall report on the use of the relevant national funds in the Yearly NA Report. The reporting on Programme actions benefitting from national co-funding will be identical to that on actions supported exclusively by EU funds.
- 10. The NA shall undertake the minimum number and percentage of checks of beneficiaries based on the whole population of grant agreements managed under the Programme regardless of their source of funding.
- 11. In order to establish the final amount of EU contribution for decentralised actions based on the Yearly NA Report, the Commission will apply the following approach:
  - If the NA has paid out to beneficiaries an eligible amount that equals or exceeds the maximum EU contribution for the Delegation Agreement concerned, the maximum EU contribution is acquired and no EU funds are recovered by the EC;
  - If the NA has paid out to beneficiaries an eligible amount that is less than the maximum EU contribution for the Delegation Agreement concerned, the difference will be recovered for the EU budget.
  - The contractual limits for transfers between budgets as per field apply only to the EU contribution for decentralised actions as defined in the Delegation Agreement.
- 12. In so far as access to the NA accounting and treasury management information is needed to establish proper use of EU funds, the Commission, the European Court of Auditors, OLAF and anybody charged by them to carry out checks on their behalf have access to the NA accounting records and relevant bank accounts (e.g. to check that the same action/expense is not double funded by EU and national funds respectively, to check on potential fraud cases, etc.).
- 13. EU funds and national funds have to be managed on separate bank accounts. EU rules for treasury management (see Section 4.3.2) apply only to the bank account to/from which the EU decentralised action funds are transferred. The NA has to declare only interest earned on EU pre-financing.
- 14. The NA shall apply analytical accounting in such a way that the use of EU funds and national co-funding can be followed individually in the NA accounting system. Within the Programme management tool EPlusLink, however, the NA does not have to distinguish between funding from EU and national sources at individual project level if the

National Authority authorises the NA to use EU and national co-funding as one single budget for the action(s) concerned.

#### 4.3 Financial management

#### 4.3.1 Accounting

- 1. For the management of the EU funds for grant support, the NA shall use a computerised accounting system that allows for accurate and detailed identification of all grants awarded to beneficiaries of the decentralised Programme actions covered by the Delegation Agreement and of all individual transactions in relation to these grants.
- 2. The following transactions shall be registered and identifiable in the NA accounts:
  - pre-financing of EU funds for grant support received from the Commission;
  - amounts of interest received and accrued on pre-financing of EU funds for grant support;
  - payments made to grant beneficiaries distinguishing between pre-financing and balance payments;
  - reimbursements received from grant beneficiaries, distinguishing between types of reimbursement (reimbursement of unspent grant support, interest on late payments, financial corrections or penalties);
  - interest received on EU pre-financing.
- 3. In addition to the above, the NA shall record the following information in EPlusLink:
  - budgetary commitments (i.e. maximum grant amounts resulting from grant agreements signed between the NA and the beneficiary);
  - payment orders issued, distinguishing between pre-financing and final payments (i.e. amounts of payment to be transferred to grant beneficiaries upon approval by the authorising officer, normally the NA director);
  - requests for grant payments (i.e. grant amounts requested by the beneficiaries in their interim/final reports);
  - recovery orders issued (i.e. requests for reimbursement of EU pre-financing issued to grant beneficiaries).
- 4. For projects for which the NA is responsible for continuing and winding up the management of the funds for grant support under the Lifelong Learning and Youth in Action Programmes, LLPLink and YouthLink

respectively are the common IT tools for Programme management and statistics. The NA must therefore ensure that the relevant project data are included in these IT tools in accordance with the instructions provided thereon in the relevant Commission-NA Agreement and related technical guidelines.

- 5. The NA accounting of the EU funds for grant support shall be held in Euro. All financial information in EPlusLink shall also be registered in Euro.
- 6. The NA accounting system shall allow to distinguish between:
  - EU funds for grant support to decentralised Programme actions and
  - any other activity that the NA or its hosting organisation may perform, including those for which they may be awarded operating or project grants by the Commission (such as network functions or other EU funds).
- 7. If the NA has been awarded an EU Contribution for networks (e.g. SALTO, Eurodesk, ECVET), the NA accounting system shall distinguish also between the EU Contribution to management tasks and each of these network functions for which separate grant support is provided in the Delegation Agreement.
- 8. The NA shall reconcile all data related to EU Funds for grant support held in its accounting and the data registered in EPlusLink at least once a month. These reconciliations shall be reviewed and formally approved by the NA management. The NA shall keep a proper audit trail of these monthly reconciliations.
- 9. In the case that payments of EU grants to beneficiaries of decentralised actions are made in national currency, the conversion into Euro for reporting purposes shall be made in accordance with the rules for conversion set in the Delegation Agreement.

#### 4.3.2 Bank accounts and treasury management

- 1. In line with the provisions of the Delegation Agreement, the NA shall receive payments of EU funds for grant support, the EU Contribution to management costs and the Contribution to networks to one bank account. The NA may work <u>internally</u> with separate bank accounts distinguishing between the EU funds for grant support, EU Contribution to management costs and the Contribution to networks in order to ensure transparency of funds management.
- 2. The NA or the hosting organisation shall be the account holder.
- 3. Where for legal reasons either of the two requirements cannot be met, the NA shall obtain a prior formal exemption authorisation from the Commission, in which case the NA shall be able to receive the prefinancing on two bank accounts, one for receiving the EU funds for grant

- support, and another one for the EU Contribution to management costs and the Contribution to networks.
- 4. The single bank account shall be used to pay the beneficiaries of decentralised action grants and to receive any reimbursements by beneficiaries to the NA. This single bank account shall be called in Euro and bear interest. As from the signature of the 2015 Delegation Agreement, the single bank account shall be used for all Delegation Agreements signed with the NA for the remaining part of the Erasmus+ Programme.
- 5. For winding down the management of the EU funds for grant support under the Lifelong Learning and/or Youth in Action Programmes, the NA shall hold in addition to the single bank account for EU Funds for grant support under the Erasmus+ Programme a separate bank account for the decentralised actions funds under each of both predecessor Programmes. These bank accounts shall be closed as soon as the last Commission-NA Agreement under these Programmes is wound down. Any balance remaining after the closure of the last Commission-NA Agreement shall be transferred to the single bank account for Erasmus+ Funds.
- 6. Payments of EU funds to beneficiaries of decentralised Programme actions shall be made exclusively by bank transfer.
- 7. An effective and safe treasury management is required, based on the most advantageous market conditions. To that end one or more savings or term deposit accounts that yield a more advantageous interest than the above mentioned single bank account shall be opened. These savings or deposit accounts shall be called in Euro. EU funds for grant support that are not transferred immediately to beneficiaries shall be deposited upon receipt on the single bank account on these more advantageous accounts. Amounts deposited shall be transferred back to the single bank account just in time for payment to beneficiaries. After the end of the deposit the principal sum together with the interest earned can be transferred back only to the single bank account.
- 8. Depending on the national context, it may be necessary for the NA to open in addition a transit account to allow for the transfer of EU funds to savings or term deposit accounts or for the payment of grants to beneficiaries in the national currency. In such case, the transit account shall be used exclusively for that purpose. The amounts passing through the transit account have to be transferred further to the savings or term deposit accounts or to the grant beneficiaries on the same day, thus resulting in a zero balance on the transit account at the end of each day.
- 9. Any NA bank accounts held in another country than that of the NA can be held only in a Member State of the European Union.
- 10. The NA shall disclose the references of all the bank accounts (current, savings or term deposit accounts and transit account if applicable) it uses for the EU funds for grant support. These accounts will further be called the "NA bank accounts". The Commission shall keep the ownership of

- all funds on the "NA bank accounts", both for the current and predecessor Programmes.
- 11. The NA shall reconcile the bank balances in the bank statements of the "NA bank accounts" with the bank balances in its accounting at least once a month. These reconciliations shall be reviewed and formally approved by the NA management. The supporting documents for the reconciliation and approval by NA management shall be kept for audit trail purposes.
- 12. Any costs and charges for the bank accounts as well as taxes on interest earned shall be covered by the NA operating expenses and cannot be deducted from the EU funds for grant support or from the amount of interest earned thereon.
- 13. The NA shall record all required information on its treasury and interest on EU pre-financing payments in EPlusLink in order to ensure accurate and timely reporting to the Commission.

#### 4.4 Procurement and subcontracting

- 1. The NA shall have or develop a formal procurement procedure. Procurement contracts shall be awarded to the tender offering best value for money, that is to say to the tender offering the best price-quality ratio, in compliance with the principles of transparency, proportionality, equal treatment and prevention of conflicts of interest.
- 2. Except in the case of services involving no delegation of budget implementation, the NA shall not sub-contract any of its tasks related to the implementation of Delegation Agreements to a third party without the prior written agreement from the Commission or unless expressly provided for in the ex-ante Compliance Assessment issued by the National Authority and accepted by the Commission.
- 3. In the case of sub-contracting of NA tasks to a third party, the NA remains entirely responsible for ensuring compliance with the provisions of the Delegation Agreement and the obligations arising from it.

#### 4.5 IT Tools

- 1. The NA shall use the IT tools made available by the Commission in view of the management of EU Funds for grant support and for communication with the Commission and the network of NAs. To that effect, the NA shall make available or acquire the necessary hard and software and ensure adequate maintenance services.
- 2. The NA shall ensure that all IT tools are kept up-to-date on a continuous basis and are subject to formal checks and reconciliation with NA accounting and bank accounts at least once per month to ensure reliable data for monitoring and checks by the Commission.

3. The NA shall use the IT tools provided by the Commission in accordance with the principles defined in the Guide for NAs and the technical guidelines provided by the Commission for each tool.

The IT tools provided by the Commission are the following:

#### 4.5.1 EPlusLink

- 1. The NA shall use EPlusLink for the management of the project lifecycle of decentralised actions in accordance with the requirements set out in the EPlusLink User Guide.
- 2. The NA shall keep the data in EPlusLink up to date on a continuous basis, applying monthly reconciliations (see Section 4.3.1 point 8).
- 3. To avoid manual treatment of data for reporting purposes, it is recommended for the NA to put in place an interface between its computerised accounting system and any local management tool on the one hand and EPlusLink on the other hand. The NA shall be responsible for the creation and maintenance of any such interface.
- 4. Any changes in the underlying structure and data of the EPlusLink database without the Commission's consent are not authorised. Improper use of the database may result in corruption or loss of the data, for which the NA may be held liable.

#### 4.5.2 *URF/PDM*

- 1. The Unique Registration Facility / Participant Data Management (URF/PDM) is a corporate register of organisations participating in EU Programmes.
- 2. The NA shall provide guidance and help to potential applicants on how to use the Unique Registration Facility.
- 3. The NA shall translate URF/PDM screens and documentation in the national language(s) if needed.

#### 4.5.3 *E-forms*

- 1. E-forms developed by the Commission will be used for applications from organisations for EU grant for all actions which the NA shall make available to potential applicants and beneficiaries.
- 2. The NA shall translate the E-forms in the national language(s) if needed.
- 3. Changes by the NA in the E-form without the Commission's consent are not authorised. Improper use of E-forms, which includes import or export of data may result in corruption or loss of the data contained in the forms, for which the NA may be held liable.
- 4. The Commission does not provide any support to third party tools used to open, fill in or translate the E-forms applications or reports.

#### 4.5.4 Online Expert Evaluation Tool (OEET)

- The NA shall use OEET for assigning all applications and beneficiary reports to experts and for the assessment and recording of assessments results.
- 2. The NA shall provide guidance and help to experts on how to use the tool.

#### 4.5.5 *Mobility Tool+*

- 1. The NA shall ensure timely the transfer of selected projects to Mobility Tool+.
- 2. The NA shall provide access, guidance and help on how to use the tool to beneficiaries of the decentralised actions.
- 3. The NA shall use Mobility Tool+ for monitoring the project implementation during its lifecycle and for validating the eligible activities when relevant.
- 4. The NA shall translate the Mobility Tool+ interface in the national language(s) if needed.

#### 4.5.6 Business Objects

The NA shall use Business Objects in order to extract and produce reports, including the statistical and financial annexes of the Yearly NA Report.

#### 4.5.7 Lifecard

The NA shall use Lifecard to produce and submit to the Commission the NA Work Programme and the Yearly NA Activity Report.

#### 4.5.8 VALOR - Dissemination Platform

- The NA shall use the VALOR Dissemination Platform provided by the Commission for the dissemination of projects results under Key Action 2 - Strategic Partnerships.
- 2. The NA shall provide access, guidance and help to beneficiaries of the decentralised actions on how to use the tool and to keep their data up to date.
- 3. The NA shall translate the VALOR Dissemination Platform interface in the national language(s) if needed.

#### 4.5.9 Issues Management Tool (IMT)

1. The NA shall use IMT to report issues or request information in relation to IT tools for the Programme, in its own name or in the name of the external users, transferring the answers to the external users in a clear and quick way.

#### 4.5.10 CIRCABC

- 1. The Commission uses CIRCABC as electronic platform for a structured distribution and management of documents and information addressed to National Agencies for the management of the Programme.
- 2. The NA shall use CIRCABC in order to have access to the reference documents and information provided by the Commission. It shall ensure that all NA staff who need to be informed of these documents register for access to the tool via EAC-BUSINESS-HELPDESK@ec.europa.eu.
- 3. The NA shall inform the Commission at the same address of persons leaving the NA in order to withdraw their access to CIRCABC.

#### 4.5.11 Internal Communication and Collaboration Tool

[under preparation]

#### 4.5.12 LLP Dissemination Platforms

- 1. The web platforms/databases ADAM and EST used under the Lifelong Learning Programme (2007-2013) for the dissemination and exploitation of results of projects supported by the LLP sub-programmes Leonardo da Vinci, Grundtvig and Comenius will be discontinued after a phasing out period and will be replaced by the VALOR Dissemination Platform for Erasmus+.
- 2. During the first years of Erasmus+, the beneficiaries of grants awarded under Lifelong Learning Programme will continue to be supported until the end of their project. During the phasing out, the LLP projects will continue to be updated in the ADAM and EST databases and maintenance will be ensured.

#### 4.5.13 NA Electronic exchange systems

All exchanges with grant beneficiaries, including the conclusion of grant agreements and any amendments thereto, may be done through electronic exchange systems if the system meets the following requirements:

- only authorised persons may have access to the system and to documents transmitted through it;
- only authorised persons may electronically sign or transmit a document through the system;
- authorised persons must be identified through the system by established means:
- the time and date of the electronic transaction must be determined precisely;
- the integrity of documents must be preserved;
- the availability of documents must be preserved;

- where appropriate, the confidentiality of documents must be preserved;
- the protection of personal data in accordance with the requirements of Regulation (EC) No 45/2001 must be ensured.

#### 4.5.14 Online Linguistic Support (OLS)

The NA shall use the Online Linguistic Support (OLS) service to provide linguistic support to selected mobility participants, including zero grant participants, for their main language used abroad for study, training, volunteering or work, in accordance with the guidelines provided in Annex III.7 of this Guide.

#### 4.5.15 Volunteering Database on the European Youth Portal

- 1. The NA shall ensure that all valid EVS accreditations are visible on the Volunteering Database on the European Youth Portal.
- 2. The NA shall provide guidance and help to EVS accredited organisations on how to use the tool and to keep their data up to date by notably creating and posting volunteering opportunities.

#### 4.6 Request for amendments to the Delegation Agreement

- 1. Any amendment request shall comply with the relevant provisions of the Delegation Agreement and be drafted in English, French or German only.
- 2. Any request for amendment shall be introduced by formal letter indicating the reference number of the Delegation Agreement and signed by the legal representative of the NA. The letter shall be addressed to the Commission contact person indicated in the Delegation Agreement.
- 3. In case of a change of the name or address of the NA or of its legal representative the formal amendment request shall be accompanied by an update of the following documents:
  - Overview of NA contract and bank details (see Annex I);
  - Financial Identification sheets for all bank accounts referred to in the Delegation Agreement<sup>22</sup>, accompanied by supporting bank abstracts;
  - The Legal Entity form<sup>23</sup>, accompanied by supporting official documents;
  - In the case of change of legal representative of the NA, a copy of the formal nomination act shall be provided in addition.

Available at http://ec.europa.eu./comm/budget/execution/ftiers\_en.htm.

Available at <a href="http://ec.europa.eu/budget/execution/legal">http://ec.europa.eu/budget/execution/legal</a> entities en.htm.

- 4. In the case of a change related to the NA bank accounts (e.g. following a change of bank, etc.), the NA shall provide a revised "Overview of the NA contract and bank details", as well as of the related financial identification sheet(s) and supporting bank abstracts.
- 5. For any other amendment request, the NA is invited to consult the NA desk officer in charge in unit EAC.A.3. Depending on the nature of the change requested, the NA desk officer will clarify with the NA whether a formal amendment is required and if so, which supporting documents shall be provided.
- 6. Any request for amendment shall be duly justified and shall be sent to the Commission in due time before it is due to take effect and before the final dates specified in the Delegation Agreement, except in cases duly substantiated by the NA and accepted by the Commission.

#### 4.7 National Agency reporting

All reports submitted by the NA to the Commission shall be drafted exclusively in English, French or German.

#### 4.7.1 Reporting on NA organisation

The NA shall develop and keep up to date an organisation chart (organigramme) detailing names of functions and jobholders. The Commission shall be informed of organigramme changes affecting the management of the Programme as part of the regular NA reporting and ad hoc changes in the following cases: replacement of legal representative of the NA or NA management staff, change of structure of the NA organigramme, change of the NA host organisation.

#### 4.7.2 Report on grant award results

- 1. By 28 February of each year, the NA shall notify the Commission at EAC-NA-COORDINATION@ec.europa.eu of the web address at which the grant award results of each action managed by the NA in relation to the Delegation Agreement for that Call year will be published.
- 2. The NA website or in countries with more than one NA the national Programme website shall have a single entry point to the grant award results for all decentralised actions managed at national level, to which the Commission will establish a link from its own Programme website.
- 3. In compliance with the rule on monthly reconciliation of EPlusLink, within one month of the grant award decision the NA shall ensure that selection data for all projects is up to date in the tool. On 30 September each year, the Commission shall draw from EPlusLink the selection data for the verification purposes.

#### 4.7.3 Pre-financing payment requests for EU funds for grant request

1. The Delegation Agreement sets out the payment arrangements for the EU funds for grant support.

- 2. The first pre-financing payment will be made by the Commission without a specific request from the NA, following the signature of the Delegation Agreement.
- 3. NA requests for further pre-financing shall:
  - Take the form of a financial report extracted from EPlusLink and an accompanying letter specifying the amount of pre-financing requested, dated and signed by the NA legal representative;
  - Be sent by regular mail for the attention of the Commission contact person indicated in the Delegation Agreement.

#### 4.7.4 Yearly NA Report

The NA shall prepare a Yearly NA Report on the previous calendar year, in accordance with:

- the relevant provisions of the Delegation Agreement;
- the template provided in an Annex to the Delegation Agreement;
- the Yearly NA Report technical instructions.

#### 4.7.5 Independent audit opinion

The Independent Audit Body shall prepare an independent audit opinion on the Yearly Management Declaration in accordance with the relevant guidelines provided by the Commission and with the provisions of the Delegation Agreement.

#### 4.7.6 Report on interest earned

- 1. The NA shall report by 15 January N+1 on the amount of interest earned in the year N on:
  - a. EU pre-financing for grant support, for the still open Commission-NA Agreements and 2014 Delegation Agreement;
  - b. on all EU pre-financing payments for the Delegation Agreement signed in year N.
- 2. The report on interest earned shall be generated and extracted through Business Objects.
- 3. The NA shall report on the use of interest earned in year N in the financial reports on the Delegation Agreement for the year N+1 in the relevant Yearly NA Reports.

#### 4.7.7 Reports on cases of irregularity or fraud

1. The NA shall report any case of irregularity or (suspected) fraud in relation to EU funds for decentralised actions under the Delegation

- Agreement, regardless of whether the act is committed by the a Programme beneficiary or by a NA member of staff.
- 2. In such case, the NA shall send an initial irregularity report to the Commission contact person indicated in the Delegation Agreement. The report shall be made using the template provided in Annex I of the Guide for NAs.

#### 4.7.8 Request for waiving a recovery order

- 1. In accordance with Section 3.10.3 of this Guide, the NA shall request prior formal authorisation to the Commission in view of waiving any recovery order exceeding EUR 200.
- 2. In such case, the NA shall send the request using the template provided in Annex I of the present Guide, including the requested support documents. The request shall be accompanied by a full description and evidence of the measures already taken to recover the funds and an explanation of the reason why the amount is either unrecoverable or why the effort and expenses involved cannot be justified.
- 3. The NA shall put efforts to ensure that waiver requests concerning the same beneficiary organisation are presented to the Commission at the same time.
- 4. In case the debtor is not a public body, the Commission may authorise the waiver of a recovery order above EUR 200 only in a limited number of cases, in particular when:
- The cost of the procedure to recover the amount due exceeds the amount due (cost-effectiveness principle);
- The debtor is obviously insolvent (bankrupt, in liquidation, etc.);
- The debtor is missing;
- In other exceptional cases, on the basis of a substantiated request from the NA, in accordance with the principle of proportionality.
  - Requests for waiving a recovery where the beneficiary is a public body will be refused by the Commission.
- 5. In case of acceptance the waiver request, the Commission shall give its explicit authorisation in writing for a total or partial waiver of the amount concerned. In the absence of a formal authorisation from the Commission, the NA is not allowed to waive the claim.
- 6. If the Commission does not authorise the waiver of the claim by the NA, the NA is obliged to pursue the recovery with all available means. In such case, the amount due by the beneficiary to the NA will be considered ineligible by the Commission when closing the related Delegation Agreement and will be recovered accordingly from the NA.

#### 4.7.9 Selection of good practice examples

- 1. The NA shall undertake a yearly selection of good practice examples in accordance with the guidelines provided thereon in Annex III.9.
- 2. The NA shall report the good practice examples to the Commission as part of its Yearly NA Activity Report.

#### 4.7.10 Additional reporting

- 1. The Commission has the right to request information, at any time and in the format it requires, reports or documents that are not expressly provided for under the terms of the Delegation Agreement.
- 2. Unless specified otherwise, the NA shall send the information, reports or documents to the Commission within 30 calendar days of the receipt of the request.

#### 5 NA SUPPORT TO QUALITY AND IMPACT

#### 5.1 Transnational Cooperation Activities between NAs

#### 5.1.1 Objectives and Scope of Transnational Cooperation Activities

- 1. The Transnational Cooperation Activities (TCA) between National Agencies represent an instrument available to the NA supporting the Erasmus + Programme in fulfilling its objectives and priorities. Its aim is to bring added value and increased quality in the overall Programme implementation and so contribute to increasing the impact of the Programme at systemic level.
- 2. Transnational Cooperation Activities target:
  - Support to high quality implementation of Erasmus+ and to mobilising a maximum number of organisations and individuals to whom the Programme is addressed;
  - Strategic support to the development of the fields of education, training and youth work in line with the specific objectives of Erasmus+;
  - Strategic support to the cooperation between organisations active in the fields of education, training and/or youth.
- 3. When planning and implementing the Transnational Cooperation Activities, the NA has to take into account aims and measures for their implementation formulated in strategic documents such as EU 2020 in the field of Education and Training and the EU Youth Strategy in the field of youth and the annual European Commission Work Programme.

#### 5.1.2 Activities

#### 5.1.2.1 Eligible activities

- 1. The NA may organise and participate in the following eligible activities:
  - Transnational training, support and contact seminars of potential Programme participants;
  - Transnational thematic activities linked to the objectives, priority target groups and themes of the Programme. In the field of youth, NAs may also organise national activities directly linked to the European Youth Week events held at European level as well as national activities to promote the inclusion of newly arrived migrants, asylum seekers and refugees through youth work;
  - Transnational evidence based analysis of Programme results.
- 2. The following activities are ineligible and cannot be funded from the budget for Transnational Cooperation Activities:
  - Activities implemented solely at national level with no direct link to a Transnational Cooperation Activity between NAs (to be covered through the Contribution to management costs of the NA); an exception being the events at national level in the field of youth directly linked to the European Youth Week;
  - EVS Training and Evaluation Cycle (to be supported with funds for grant support for Key Action 1 in the field of youth);
  - EVS Accreditation costs (to be covered through the Contribution to management costs of the NA);
  - NA activities planned in the frame of Part II of the annual Work Programme - Programme implementation activities and Programme management which are supported through the contribution to the management cost of the NA.

#### 5.1.2.2 Venue

Transnational Cooperation Activities must be carried out in the Programme Country of one of the NAs/SALTO involved in the activity. As concerns the youth field, Transnational Cooperation Activities can take place in a Partner Country Neighbouring the EU provided that the funding support to these activities is not disproportionate compared to similar activities organised in a Programme Country and only if the relevant regional SALTO is duly informed or involved in the activity as co-organiser.

#### 5.1.2.3 Participants

1. As regards transnational training support/contact seminars and transnational thematic activities, Transnational Cooperation Activities shall address students, trainees, volunteers, pupils, youngsters, teachers,

professors, trainers, youth workers, professionals of organisations active in the fields of education, training and youth or other stakeholders acting as multipliers in the area of education, training and youth. Participants in Transnational Cooperation Activities must be from a Programme Country, or, as concerns youth, from a Partner Country Neighbouring the EU, as far as the content of the activity is relevant.

2. NA staff can participate in such Transnational Cooperation Activities, either as support staff, or organising team members, or trainers/facilitators. As a rule, costs related to their participation (i.e. travel, accommodation) cannot be covered through the Transnational Cooperation Activities budget. As an exception, the NA coordinating or co-organising the activity can cover the travel and accommodation costs for one NA staff member provided that he/she participates in the activity as a trainer/facilitator.

#### 5.1.2.4 Duration of a Transnational Cooperation Activity

- 1. Within the foreseen eligibility period for the use of EU funds (see Calendar for the use of funds for grant support), there are no specific rules for the duration of a specific Transnational Cooperation Activity.
- 2. The duration of the activity is part of the information submitted for approval to the Commission within the NA Work Programme.
  - 5.1.2.5 Planning, change and cancellation of Transnational Cooperation Activities
- 1. Each year, the NA shall prepare the planning of Transnational Cooperation Activities to be realised in the following yearly period of 1 January N till 30 June N+1. The TCA Planning shall be drafted following the template and the Specifications for the NA Work Programme provided by the Commission for the given budget year. Once the Transnational Cooperation Activities planned are approved as part of the NA Work Programme, the NA shall undertake them as agreed with the other NAs participating in the Transnational Cooperation Activity concerned.
- 2. During the implementation period, the NA may change or cancel the planned Transnational Cooperation Activities or plan new Transnational Cooperation Activities up to the maximum amount of EU contribution and within the deadline determined in the Delegation Agreement whereby:
  - The organisation of a new Transnational Cooperation Activity or substantial change to an approved Transnational Cooperation Activity organised by the NA shall be subject to prior approval of the Commission;
  - Sending of participants to an approved Transnational Cooperation Activity organised by another NA or SALTO or cancellation of an approved Transnational Cooperation Activity shall not be subject to prior approval of the Commission.

3. EU funds left unspent due to the change or cancellation of a Transnational Cooperation Activity may also be used for funding additional Strategic Partnership projects in accordance with the rules on the use of EU funds for grant support.

#### 5.1.2.6 TCA Officer

1. The NA may consider appointing one or several TCA Officer(s), who will be responsible for the planning, implementation and evaluation of the Transnational Cooperation Activities. TCA Officer(s) will also be the contact point for the other NAs, Programme structures, stakeholders and participants involved in the Transnational Cooperation Activities.

#### 5.1.2.7 Transnational Cooperation Activities Seminar

- 1. Every year NAs implementing Transnational Cooperation Activities are encouraged to organise a Transnational Cooperation Activities seminar, mainly with a view to:
  - develop competences for the creation of training strategies and for the development of quality in the Transnational Cooperation Activities;
  - encourage the development of common strategies and common projects;
  - update TCA Officers with information relevant for the planning of the Transnational Cooperation Activities in the NA Work Programme for the following year.
- 2. For the youth field, the Transnational Cooperation Activities seminar shall be supported by the SALTO Resource Center for Training and Cooperation.
- 3. The Transnational Cooperation Activities seminar is a meeting during which the respective Transnational Cooperation Activities should be, as far as possible, developed. TCA Officers are responsible for preparing the grounds for an effective Transnational Cooperation Activities seminar by formulating and transmitting to the network of TCA Officers, prior to the seminar, the position of their NA with regard to both offer and demand for Transnational Cooperation Activities.
- 4. TCA Officer(s) or other NA staff acting on behalf of the NA shall attend the yearly Transnational Cooperation Activities seminar and present the demand and offer of their NA with regard to Transnational Cooperation Activities. TCA officers will agree provisionally on the activities in which their NA will take part as coordinating or contributing NA, subject to the agreement of the NA director and to the formal approval of the Transnational Cooperation Activities in the NA Work Programme by the National Authorities and the European Commission.
- 5. The Commission will take part in the Transnational Cooperation Activities seminar in view of providing support on alignment of proposed

Transnational Cooperation Activities with EU policy priorities and advice on the eligibility of proposed Transnational Cooperation Activities for EU financial support.

#### 5.1.3 Funding Rules

#### 5.1.3.1 Co-financing

- 1. The EU support for TCA must always be complemented with a cofinancing from sources other than EU. The minimum co-financing from sources other than EU shall be 5% of the eligible costs incurred during the implementation of Transnational Cooperation Activities as a whole under a given Delegation Agreement, but the co-financing level may vary between individual Transnational Cooperation Activities depending on their nature, scope and target public. Co-financing may take form of participants' fee to a Transnational Cooperation Activity, national contribution to the staff costs of TCA officer(s), partial reimbursement of the travel costs by the participant to the Transnational Cooperation Activity or further external sources other than EU funding.
- 2. The NA shall keep the evidence of the actual costs incurred, as well as of the level of co-financing in accordance with the provisions specified in the Delegation Agreement.

#### 5.1.3.2 Eligible costs

- 1. In order to be eligible under Transnational Cooperation Activities, costs shall:
  - be necessary for the implementation of the activity and be consistent with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness;
  - occur during the lifetime of the activity in accordance with the Calendar for the use of funds for the grant support;
  - be incurred by the NA and recorded in the NA's accounts in accordance with applicable accounting principles;
  - be identifiable and verifiable, and supported by original documents.
- 2. Costs generated before or after the eligible period for Transnational Cooperation Activities which are necessary for the organisation of a Transnational Cooperation Activity (e.g. preparation, follow-up and evaluation of the event) shall be deemed eligible provided that:
  - the Transnational Cooperation Activity takes place during the eligible period;
  - the costs have not been incurred prior to the date of the submission of the draft Work Programme including the related TCA planning.

#### 3. Eligible costs are the following:

- Staff costs
  - Fees for external experts involved in TCA

N.B. NA staff costs are ineligible as they are already covered by the EU Contribution management costs

- Travel and subsistence for international travel:
  - For national and international travel of trainers, experts, and other resource persons external to the NA for participation in TCA;
  - For national and international travel of participants in training, support and contact seminars and thematic activities:
  - For international travel of NA staff within the limits of their allowed participation in specified in Section 5.1.2.3.
- Production of materials essential for the TCA (e.g. publications)
- Organisation of events (e.g. rental of rooms, interpretation)
- Subcontracting
  - The NA may undertake Transnational Cooperation Activities directly or outsource part of them to external contractors. In this case, the NA shall comply with the contractual provisions on procurement and subcontracting specified in the Delegation Agreement and Guide for NAs.

#### 5.1.3.3 Double funding

Participants involved in other Erasmus+ projects can take part in a Transnational Cooperation Activity, provided that costs linked to their participation are not double funded.

#### 5.1.4 Contractual arrangements between NAs

- 1. In case of jointly supported activities, National Agencies, SALTOs and other partners are free to decide on the modalities for sharing the costs of the activity. It is the responsibility of the structures involved to agree on these modalities in advance when planning a Transnational Cooperation Activity in order to avoid any double-funding. The structures are required to keep proof of the arrangements agreed and actual split of costs incurred for audit trail purposes.
- 2. In the case one NA (hereafter called "the contributing NA") intends to financially contribute to hosting costs (other costs than the sending cost of a participant) of a Transnational Cooperation Activity organised by another NA (hereafter called "the coordinating NA") a written agreement

shall be established between the two NAs prior to the beginning of the Transnational Cooperation Activity.

- 3. In order to establish the agreement, the Commission recommends adapting the template of NA-beneficiary agreement provided by the Commission to the specific needs and circumstances of the Transnational Cooperation Activity. The agreement shall cover at least the following points:
  - Purpose;
  - Duration;
  - Financing (Budget of the Transnational Cooperation Activity with income and revenue);
  - Payment arrangements (schedule and accounts, calculation of the final financial contribution from the contributing NA);
  - Reporting;
  - Commitment of the coordinating NA to undertake the project in full respect of the Erasmus+ Programme regulatory framework, in particular with respect to sound financial management, nonprofit, procurement rules and specific rules for Transnational Cooperation Activities.

#### 5.1.5 Selection of participants of Transnational Cooperation Activities

The pre-selection of participants by the sending NA and the final selection of participants by the hosting NA shall be carried out in a transparent and non-discriminatory way, preferably on the basis of a public call published by the NA or a call announced on the SALTO RC webpage.

#### 5.2 Training and Evaluation Cycle for EVS volunteers

#### 5.2.1 Types of training/evaluation

- 1. The following types of TEC activities are to be organised for EVS volunteers by the NA or the regional SALTO Resource Centres:
  - on-arrival training (for EVS of 2 months and longer);
  - mid-term evaluation (for EVS of 6 months and longer);
  - annual EVS event:
  - pre-departure training (can only be organised by NAs, not SALTOs).

#### 5.2.2 Organisation

1. The NA and SALTO Resource Centres organise the EVS Training and Evaluation Cycle. All training/evaluation has to respect the volunteer

- training guidelines and minimum quality standards set by the Commission (see Annex III.14).
- 2. Volunteers from projects granted at centralised level are also to be included in the sessions organised by the NA/SALTOs.
- 3. The sessions organised by the SALTOs (on-arrival training, mid-term evaluation and annual EVS event) shall respect the maximum thresholds listed below. Costs will be paid by the NA with reimbursement to SALTOs based on invoices.
- 4. The NA or SALTO shall ensure that each outgoing volunteer prior to the departure receives the info-kit prepared by the Commission.
- 5. The NA (not SALTOs) may organise a one-day pre-departure infosession to establish contact with outgoing volunteers.
- 6. The NA/SALTOs may subcontract the organisation of the training and evaluation sessions that are then organised by one or several organisations on behalf of the NA/SALTO.
- 7. For any EVS with duration of less than 2 months it is the responsibility of the receiving organisation to provide volunteers with on-arrival training suitable to the project and in line with the volunteer training standards and minimum guidelines provided by the Commission.

#### 5.2.3 Funding

- 1. The Training and Evaluation Cycle is supported with funds from the Key Action 1 Mobility for the youth field. The funding rules are the following:
  - On-arrival training: 100% of eligible costs up to EUR 900 per EVS volunteer taking part in the training as participant;
  - Mid-term evaluation: 100% of eligible costs up to EUR 500 per EVS volunteer taking part in the training as participant;
  - Annual EVS event: 100% of eligible costs up to EUR 300 per EVS volunteer taking part in the training as participant;
  - Pre-departure training (optional): 100% of eligible costs up to EUR 200 per EVS volunteer taking part in the training as participant.
  - N.B. The eligible costs referred to above are specified in the guidelines provided in Annex III.14.
- 2. In the case of volunteers with fewer opportunities, funding for tailor made preparation and TEC activities may be requested by beneficiaries under 'Exceptional costs' at the application stage.

#### 5.3 Communicating the award of the VET Mobility Charter

- 1. Once the assessment of the Erasmus+ VET Mobility Charter applications is complete by the beginning of September 2015, National Agencies should be sure to inform the applicants of the decision by the end of September 2015 at the latest.
- 2. National Agencies shall write to the applicant organisation by email informing them of the decision to award the Charter. They shall state that the award of the Charter recognises the high standards they have achieved in managing VET mobility projects and their operational capacity for doing so. They should also mention that the awarding of the Charter will assist their efforts to achieve greater internationalisation in VET through the Erasmus+ Programme.
- 3. NAs shall also inform beneficiaries that the award of the Charter is in itself no automatic guarantee of funding, but that in order to receive funding they should make the necessary application for funds especially for VET Charter holders under the General Call 2016.
- 4. NAs shall also remind the beneficiaries that they could be subject to monitoring during the duration of the Charter and that they have the obligation to uphold the quality standards that they have committed to. Any violations of its obligations could lead to the withdrawal of the Charter by the National Agency.
- 5. NAs shall also remind beneficiaries that they may be requested to report on the Charter and the internationalisation process at some future juncture in time.
- 6. Further to this correspondence, a Charter document (see Annex II.4) should be signed by the National Agency and posted to the successful applicants.

## **ANNEXES**

- I. Model documents for National Agencies
- II. Model agreements with beneficiaries and participants
- III. Guidelines and technical instructions

All annexes listed hereafter are provided as separate files/documents on CIRCABC.

# **Annex I**

# **Model documents for National Agencies**

The documents listed below can be found at: <a href="https://circabc.europa.eu/w/browse/03e42cea-d263-47fc-b95a-359db9735b4c">https://circabc.europa.eu/w/browse/03e42cea-d263-47fc-b95a-359db9735b4c</a>

Title of document
I.1 – Overview form: change of contract and bank details
I.2 – Legal entity form: change of NA legal details
http://ec.europa.eu/budget/contracts grants/info contracts/legal entities/legal entities en.cfm
I.3 – Financial identification form: change of NA bank accounts
http://ec.europa.eu/budget/contracts grants/info contracts/financial id/financial id en.cfm
I.4 – Ad hoc report on irregularities and frauds
I.5 – Ad hoc report for requesting waiver of recovery order
I.6 – Declaration on the prevention and disclosure of conflicts of interest

## **Annex II**

# Model agreements with beneficiaries and participants

The documents listed below can be found at: <a href="https://circabc.europa.eu/w/browse/fe9e5c52-55f8-47d5-853e-4c7956fd4ef1">https://circabc.europa.eu/w/browse/fe9e5c52-55f8-47d5-853e-4c7956fd4ef1</a>

A - Agreements between NAs and beneficiaries		
Title of document	Action/field concerned	
II.1 – Mono-beneficiary grant agreement: Special and General Conditions		
II.1.1 – Description of the project - Annex I	<ul> <li>KA1-AE</li> <li>KA1-HE</li> <li>KA1-SE</li> <li>KA1-VET</li> <li>KA2-School-to-school Strategic Partnerships</li> </ul>	
II.1.2 – Estimated budget - Annex II	<ul> <li>KA1-AE</li> <li>KA1 - HE</li> <li>KA1 - SE</li> <li>KA1 - VET</li> <li>KA2 - School-to-school Strategic Partnerships</li> <li>KA3 - Youth (single applicant)</li> </ul>	
II.1.3 – Financial and contractual rules - Annex III	All actions and fields concerned	
II.1.4 – Agreements with participants - Annex IV	Only for KA1, see section agreements between beneficiaries and participants below	
II.2 – Multi-beneficiary grant agreement: Special and General Conditions		
II.2.1 – Description of the project - Annex I	<ul> <li>KA1 – AE (mobility consortia)</li> <li>KA1 – HE (mobility consortia)</li> <li>KA1 – SE (mobility consortia)</li> </ul>	

	<ul> <li>KA1 – VET (mobility consortia)</li> <li>KA1 – Youth</li> <li>KA2 – All except school-to-school Strategic Partnerships</li> <li>KA3 – Youth</li> </ul>
II.2.2 – Estimated budget - Annex II	<ul> <li>KA1- AE (mobility consortia)</li> <li>KA1- HE (mobility consortia)</li> <li>KA1 - SE (mobility consortia)</li> <li>KA1 - VET (mobility consortia)</li> <li>KA1 - Youth</li> <li>KA2 - All except school-to-school Strategic Partnerships</li> <li>KA3 - Youth</li> </ul>
II.2.3 – Financial and contractual rules - Annex III	All actions and fields concerned
II.2.4 – Agreements with participants - Annex IV	Only for KA1, see section     "C agreements between beneficiaries and participants" below
II.2.5 – Mandates of co-beneficiaries - Annex V	All actions and fields concerned
II.2.6 – List of other beneficiaries - Annex VI	All actions and fields concerned

The documents listed below can be found at: <a href="https://circabc.europa.eu/w/browse/b53b28c1-7dd4-4214-a9b5-d0e240439982">https://circabc.europa.eu/w/browse/b53b28c1-7dd4-4214-a9b5-d0e240439982</a>

B – Accreditation - Charters		
Title of document	Action/field concerned	
II.3 – Erasmus+ Student Charter	HE transnational and international	
II.4 – Erasmus+ VET Mobility Charter	• VET	
II.5 – European Voluntary Service Charter	• Youth	

The documents listed below can be found at: <a href="https://circabc.europa.eu/w/browse/8752acb7-86fe-4c25-9501-e2693944539c">https://circabc.europa.eu/w/browse/8752acb7-86fe-4c25-9501-e2693944539c</a>

C - Agreements between beneficiaries and participants		
Title of document	Action/field concerned	
II.6 – Learning agreement (learners)	Studies/HE	
	Traineeships/HE	
	Learners/VET	
	ECVET/VET	
II.7 – Mobility Agreement (Staff)	• AE	
	Teaching/HE	
	Training/HE	
	• SE	
	• VET	
II.8 – Grant Agreement (learners and staff)	Studies and traineeships/HE transnational	
	Studies/HE international	
	Traineeships/VET	
	Teaching and training/HE transnational, AE, SE, VET	
	Teaching and training/HE international	
II.9 – Quality commitment	• SE	
	• VET	
II.10 – ECVET Memorandum of Understanding	• VET	
II.11 – EVS Volunteering Agreement	• Youth	

## **Annex III**

# Qualitative guidelines and technical instructions

The documents listed below can be found at: <a href="https://circabc.europa.eu/w/browse/936231c2-0717-4f09-a447-cc43d2b9d5b9">https://circabc.europa.eu/w/browse/936231c2-0717-4f09-a447-cc43d2b9d5b9</a>

The technical guidelines on completing application e-forms (guidelines for applicants) and the guide for experts on quality assessment are published at: <a href="http://ec.europa.eu/programmes/erasmus-plus/discover/guide/documents-applicants\_en.htm">http://ec.europa.eu/programmes/erasmus-plus/discover/guide/documents-applicants\_en.htm</a>

The Erasmus+ guide to long-term mobility of pupils in Strategic Partnerships (KA2) is also published at: <a href="http://ec.europa.eu/education/opportunities/school/institutions\_en.htm">http://ec.europa.eu/education/opportunities/school/institutions\_en.htm</a>

# Guidelines for the grant selection process III.1 – Guide for experts on quality assessment (public document) III.2 – Guidelines for NAs on quality assessment III.3 – Guidelines for NAs on the selection of KA1 mobility projects in the field of higher education between Programme and Partner Countries III.4 – Guidelines for NAs on the selection of KA2 school-to-school Strategic Partnerships III.5 – Guidelines for NAs on financial capacity assessment III.6 – Guidelines for NAs on double funding and submission check (use of BO report)

Other guidelines and instructions
III.7 – Online Linguistic Support (OLS): guidelines and roadmap for NAs
III.8 – European Language Label (ELL): guidelines for NAs
III.9 – Selection of Good Practices: guidelines for NAs
III.10 – Check of grant beneficiaries: technical instructions for NAs
III.11 – Management of changes in KA2 Strategic Partnerships: technical instructions for NAs
III.12 – E+ Guide to long-term study mobility of pupils in Strategic Partnerships (KA2)
III.13 – E+ Technical guidelines for completing application eforms: guidelines for applicants
III.14 – EVS training and evaluation cycle guidelines and minimum quality standards