

Grant Obligations & Conditions for Alumni Activities Orange Knowledge Programme

Version 3.0

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1. Introduction

This document presents the grant obligations & conditions for applicants that submit a grant application and for grant recipients that receive a grant under the Orange Knowledge Programme - Alumni Activities.

These Grant Obligations & Conditions form part of the grant award and provide the obligations that apply to the grant. By submitting an application for a grant under the Orange Knowledge Programme – Alumni Activities the applicant accepts these grant obligations & conditions.

2. General Obligations and Conditions

1. The grant applicant and/or the grant recipient must endorse the objectives of the Orange Knowledge Programme set out in the [Orange Knowledge Programme policy framework](#).
2. The activities for which the grant is awarded will be carried out under the responsibility of the grant recipient.
3. The grant recipient must implement the activities in an effective, efficient and accountable manner.
4. Grant applicants and/or recipients must take note of all information provided about the Orange Knowledge programme on the [Nuffic website](#).
5. The following legal framework apply to the Orange Knowledge programmes: [General Administrative Law Act](#), [Ministry of Foreign Affairs Framework Act on Grants](#), [Ministry of Foreign Affairs Grant Decree](#), [Ministry of Foreign Affairs Grant Regulations](#) and the [Policy framework Orange Knowledge Programme](#)
6. The grant is awarded subject to the condition that sufficient funds are made available out of the national alumni association's budget.
7. The grant recipient, as well as any other party involved in the grant activities are required to cooperate in surveys or evaluations conducted by or commissioned by Nuffic or the Netherlands Ministry of Foreign Affairs and to provide the requested information.
8. The Dutch institution must comply with the [EU General Data Protection Regulation](#) (GDPR).
9. The personal data will be used by Nuffic, the Ministry of Foreign Affairs, external evaluators of the programmes, the Netherlands embassies and Dutch institutions for administration, assessment, selection, evaluation of the programme, in accordance with the [EU General Data Protection Regulation](#) (GDPR).
10. If Dutch government policy is violated by the funding of a particular activity, because for instance circumstances have changed, Nuffic can issue binding requirements regarding the activities funded by the grant.
11. The grant recipient is not allowed to offer or give or solicit or accept from a third party any gift, reward, compensation or benefit of any kind in any way that could be construed as illegal or corrupt.
12. The grant recipient is obliged to establish processes and/or to take other measures in order to prevent fraud or other illegitimate use of the grant. If (suspicion of) fraud occurs, this should be reported to Nuffic immediately.
13. The grant recipient is obliged to establish processes and/or to take other measures in order to prevent child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the European Union.
14. All activities for which a grant or scholarship is awarded under a programme managed by Nuffic must take place in an environment in which deliberate unacceptable behaviour is counteracted and in which there is awareness of unconscious behaviour with good intentions, but which can have negative consequences. By accepting the grant, the

grant recipient agrees to adhere to the [Nuffic Code of Conduct on integrity](#). Nuffic may, at all times with regard to the activities of the grant, verify whether the grant recipient complies.

15. All materials wholly or partly produced with the help of the grant, with the exception of images and illustrations, must be published under the [Creative Commons License – Attribution Non-commercial](#). As a result, third parties wishing to make use of these materials are required to cite (attribute) the work in the manner specified by the author or licensor and the citation or reuse should in no way imply that the author or licensor endorses the scope of the derived work. Third parties are not permitted to use the work for commercial purposes.
16. Any communication or publication made by the grant recipient that relates to the subsidised activities must indicate that
 - the activities are part of the Orange Knowledge Programme (written in full, not OKP);
 - that the programme is funded by the Ministry of Foreign Affairs as part of the Netherlands' development policy;
 - Is managed by Nuffic.

Where possible or relevant they must include the above mentioned parties' logos: the orange coloured Nuffic - meet the world logo, as well as the English version of the Ministry of Foreign Affairs' logo. Logos can be downloaded from www.nuffic.nl.
17. The obligation to display the logo does not confer on the grant recipient or any partner a right of exclusive use. The grant recipient or any other partner may not appropriate the logo or any similar trademark or logo, either by registration or by any other means.
18. Any communication or publication that relates to subsidised activities in any form and using any means, must indicate that it reflects only the author's view; and that Nuffic and/or the Netherlands Ministry of Foreign Affairs are not responsible for any use that may be made of the information it contains.
19. The grant recipient (alumni network) and possible other parties implementing the grant activities are jointly considered owner of all materials wholly or partly produced out of the grant.
20. The grant recipient is obliged to inform Nuffic immediately as soon as it becomes clear the activities for which the grant was awarded will not take place or will not take in time, or will not take place in full or the grant obligations will not be met.
21. The grant recipient must comply with the economic sanctions laws or other financial or economic restrictions by the European Union (EU) and the United Nations (UN). In particular the grant recipient may not directly or indirectly make any transfers out of the grant to organisations or individuals sanctioned under these laws.
22. Nuffic accepts no responsibility, financially or otherwise, for expenditures (or liabilities emerging from these expenditures) or liabilities arising from activities funded by the grant. Nuffic will not indemnify the grant recipient, the scholarship holder or any other party or person working on the grant against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the grant

recipient may be liable as an employer or otherwise or for which any such person may be liable.

23. The applicant and/or recipient is responsible for all communication and for correctly informing partners, candidates, scholarship holders or any other party involved in the grant activities about the details (e.g. aim, criteria, procedures, obligations and conditions) of the Orange Knowledge Programme and the specific grant.
24. Nuffic can withdraw, amend, settle the grant on a lower amount and demand the return of all or part of any sum it has already transferred if the grant recipient fails to fulfil the obligations and conditions attached to the grant or if the output(s) and/or the outcome(s) and/or the activities for which the grant was awarded have not or will not be achieved, have not or will not be achieved in time or have not or will not be achieved in full.
25. The grant administration and files must be kept for 7 years after the grant settlement.
26. Nuffic can in exceptional circumstances deviate from the provisions in these Grant Obligations & Conditions if implementation and /or execution of the Grant Obligations & Conditions results in injustice or inequities of considerable nature.

3. Eligibility

1. The grant applicant and recipient must comply with all criteria set out in the [Orange Knowledge Programme Policy Framework](#).
2. The grant applicant is responsible for providing correct and complete information in the grant application. Nuffic will use the information provided to manage the application and possible awarding of the grant.

4. Grant Management

4.1 Grant administration rules

This paragraph describes the Orange Knowledge Programme – Alumni Activities administration rules.

1. The grant recipient must keep an administration that complies with the following:
 - procedures allow for an efficient implementation of the alumni activities;
 - the administration is available to external audit when considered necessary;
 - expenditures are taking place in accordance with the grant award and the applicable Grant obligations.
2. the grant recipient must be able to provide orderly records from which it can be established that:
 - expenditure is not in breach of legal regulations that apply in the country where the alumni activity is being conducted;
 - expenditure is taking place within the framework of the Universal Declaration of human rights and relevant ILO declarations.
3. Nuffic has the right to perform infrequently-held audits as part of Nuffic's control system. The grant recipient must provide Nuffic with all necessary details to ascertain whether the

expenditures are in agreement with these grant obligations & conditions and the submitted report, if so requested.

4. The grant recipient is obliged to inform Nuffic immediately in writing as soon as it becomes clear that the alumni activity for which the grant was awarded will not take place, will not take place in time or will not take place in full (cancelled).
5. Nuffic can withdraw, amend or settle the grant on a lower amount and demand the return of all or part of any sum it has already transferred if the grant recipient fails to fulfil the obligations and conditions attached to the grant or if the alumni activity for which the grant was awarded will not take place, will not take place in time or will not take place in full (cancelled). This includes but is not limited to the following situations:
 - If money is spent for a purpose other than that for which it was intended;
 - If a third party also contributed to the activity in question without Nuffic being informed of the third party's involvement;
 - If the grant recipient cannot reach agreement on how the alumni activity is to be carried out or if cooperation between the parties is lacking;
 - If irregularities or fraud occur;
 - If parties appear to offer or give to a third party or solicit or accept from a third party any gift, reward,
 - compensation or benefit of any kind and in a way that could be construed as illegal or corrupt.

4.2 Payments, bank account and reporting

1. All payments by Nuffic will be made in Euro's.
2. All payments will be made in name of the grant recipient to the bank account number as submitted in the grant application.
3. The grant recipient is responsible for providing Nuffic with the correct bank account details. Consequences arising from not providing these details, or not providing them on time, will be the grant recipient's responsibility.
4. The bank account cannot be a personal bank account.
5. The grant recipient must send by email (okp@nuffic.nl) 3 weeks before the start date of the grant an official paper signed by an authorised person with the bank account number, the IBAN/Bic number and the bank address.
6. The grant recipient must subsequently demonstrate after within 4 weeks after the end date of the grant that the payment has been received by sending a copy of a bank statement via email to okp@nuffic.nl.
7. The grant recipient must submit a final report within two months after the end date of the grant period describing the activities performed and referring to the activities as approved in the grant award and the intended results as described in the call. A format for reporting on alumni-activities is available on the Nuffic-website and includes, where possible, testimonials, photo's or other visual materials.
8. Nuffic will make an advance payment of a 100% of the grant amount stipulated in the grant award letter.

4.3 Settlement of the grant by Nuffic

1. Nuffic will determine the exact grant amount (the grant will be settled) within 13 weeks after receiving the final report.
2. If Nuffic, after consultation with the grant recipient, is of the opinion that some of the funds have been spent improperly - that is, not in accordance with the terms under which the funds were made available, or not in accordance with these grant obligations and conditions- Nuffic can decide to adjust the grant amount.

5. Eligibility of costs

The grant recipient must take these grant obligations & conditions into account as well as other formal documents such as the grant award letter and approved budget and, if applicable, other formal correspondence, as not all costs are eligible for funding under the Orange Knowledge Programme - Alumni Activities.

1. The grant is awarded in order for the grant recipient to finance the alumni activities in the light of the intended objectives and results.
2. The grant is not intended for for instance social activities, investments or for property rent.

Glossary

In these Grant Obligations and Conditions, the following words have the following meanings:

<i>Grant:</i>	maximum financial contribution mentioned in the grant letter, based on the budget-forecast made by the applicant.
<i>Grant application:</i>	the request for a grant, submitted by the applicant
<i>Grant award:</i>	the decision to award a grant, taken by Nuffic.
<i>Grant award letter:</i>	the letter in which Nuffic informs the applicant about the decision to award a grant.
<i>Grant period:</i>	the period as from the date stated in the grant letter until the agreed-upon (completion) date of the activity.