

ANNEX 5 - SPECIFIC RULES

1. MAXIMUM GRANT AMOUNT (— ARTICLE 5.2)

1.1 GRANT INCREASE FOR EXCEPTIONAL COSTS

Not applicable.

2. BUDGET FLEXIBILITY (— ARTICLE 5.5)

With regard to Article 5.5, an amendment is required if budget transfers from the budget category *Exceptional costs* to any budget category exceed 15% of the total funds in that category.⁷

3. RECIPIENTS OF FINANCIAL SUPPORT TO THIRD PARTIES (— ARTICLE 9.4)

Not applicable.

4. DATA PROTECTION (— ARTICLE 15)

4.1 REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS

The beneficiaries will report in the final report on the measures put in place for ensuring compliance of its data processing operations with the Regulation 2018/1725, in line with the obligations established in the Article 15.2 at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller.

5. INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)

5.1 LIST OF BACKGROUND

The beneficiaries must, where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, establish a list of these pre-existing industrial and intellectual property rights, specifying the rights owners.

The coordinator must — before starting the action — submit this list to the granting authority.

5.2 EDUCATION MATERIALS

If the beneficiaries produce educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses¹. The beneficiaries must ensure that the website address used is valid and up to date. If the website

¹ Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed and the beneficiary is free to choose the specific license to apply to their work. An open licence must be associated to each resource produced. An open licence is not a transfer of copyrights or Intellectual Property Rights (IPR).

hosting is discontinued the beneficiaries must remove the website from the Organisation Registration System to avoid the risk that the domain is taken over by another party and redirected to other websites.

6. COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17.4)

The beneficiaries must acknowledge the support received under the European Solidarity Corps programme in all communication and promotional materials, including on websites and social media.

The guidelines on visual identity for the beneficiary and other third parties are available at:

https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en

6.1 EUROPEAN SOLIDARITY CORPS PROJECT RESULTS PLATFORM

If the project has produced results that can be shared, the beneficiary will make them available to the European Solidarity Corps Project Platform (<https://youth.europa.eu/solidarity/projects>).

7. SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)

7.1 EU RESTRICTIVE MEASURES

The beneficiaries must ensure that the EU grant does not benefit any associated partners, subcontractors or recipients of financial support to third parties that are subject to restrictive measures adopted under Article 29 of the Treaty on the European Union or Article 215 of the Treaty on the Functioning of the EU (TFEU).

8. REPORTING (— ARTICLE 21)

8.1 EUROPEAN SOLIDARITY CORPS REPORTING AND MANAGEMENT TOOL

The beneficiary must make use of the web-based reporting and management tool provided by the European Commission to record all information in relation to the activities undertaken under the project (including activities that were not directly supported with a grant from EU funds) and to complete and submit the progress report(s) (if available in the European Solidarity Corps reporting and management tool and for the cases specified in Article 21.2) and final report. The beneficiary may not outsource the reporting task and may not provide access to the reporting and management tool to persons external to the beneficiary.

The beneficiary will encode information regarding the participants and activities as soon as the participants are selected and no later than the start of the participant's activity.

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

8.2 PERIODIC REPORT AND PROGRESS REPORT

The periodic and progress reports include a technical part.

The technical part includes an overview of the action implementation. It must be prepared using the template provided by the National Agency (if any).

By signing the technical report, the beneficiaries confirm that the information provided is complete, reliable and true.

For the periodic report, in addition to the technical part, a financial statement must be provided.

8.3 FINAL REPORT

The final report must include the following information:

1. Unit contributions consumed for budget categories:
 - Project management
 - Coaching costs
2. Actual costs incurred for budget categories:
 - Exceptional costs

As part of the final report check, the National Agency may request supporting documentation for any of the costs that the beneficiary declares in the final report.

8.4 ASSESSMENT OF THE FINAL REPORT

The final report will be assessed in conjunction with the reports from the participants, using a common set of quality criteria focusing on:

- a) The extent to which the action was implemented in line with the approved grant application
- b) The quality of the learning outcomes and the arrangements for the recognition/validation of the learning outcomes of participants
- c) The impact on the target groups, community and participants.

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

9. AMOUNT DUE (— ARTICLE 22.3)

The beneficiary must ensure that the activities of the project for which the grant was awarded are eligible in accordance with the rules set out in the European Solidarity Corps Programme Guide and with this Agreement.

Travel time will not be considered when determining compliance with minimum eligible duration of activities specified in Annex 1.

The National Agency will consider ineligible any cost incurred that is not compliant with the rules set out in the European Solidarity Corps Programme Guide, as complemented by the rules set out in this Agreement.

The grant amounts corresponding to those costs will be recovered in full. The recovery will cover all budget categories for which a grant was awarded in relation to the cost that is declared ineligible.

Regarding costs incurred in relation to Preparatory Visits by participants who later decide not to undertake any Individual Volunteering or Volunteering Teams activities, the beneficiary will submit a justification to the National Agency explaining the reasons for not implementing activities in relation to the young participant concerned. The National Agency may approve such a request based on this justification.

10. CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS (— ARTICLE 25)

For the purposes of Articles 21 and 25, the beneficiary or the concerned beneficiaries must provide to the National Agency physical or electronic copies of supporting documents specified in Annex 2, unless the National Agency makes a request for originals to be delivered. The National Agency must return original supporting documents to the concerned beneficiary upon its analysis thereof. If the beneficiary is legally not authorised to send original documents, a copy of the supporting documents will be sent instead.

The project may be subject to desk check, on-the-spot check and system check. In this context, the beneficiary may be requested by the National Agency to provide additional supporting documents or evidence, other than those in Annex 2 and that are typically required for the type of check.

10.1 DESK CHECK

Desk check is an in-depth check of supporting documents at the National Agency premises that may be conducted at or after the final report stage. Upon request, the beneficiary must submit to the National Agency the supporting documents for all budget categories.

10.2 ON-THE-SPOT CHECKS

On-the-spot checks are performed by the National Agency at the premises of the beneficiary or at any other premises relevant for the execution of the project. During on-the-spot checks, the beneficiary must make original supporting documentation for all budget categories available for review by the National Agency, and must enable the National Agency access to the recording of project expenses in the beneficiary's accounts.

On-the-spot checks can take the following forms:

- a) **On-the-spot check during project implementation:** this check is undertaken during the implementation of the project in order for the National Agency to directly verify the reality and eligibility of all project activities and participants.
- b) **On-the-spot check after completion of the project:** this check is undertaken after the end of the project and usually after the verification of the final report.

11. GRANT REDUCTION (— ARTICLE 28)

Poor, partial or late implementation of the Project may be established by the National Agency based on the final report submitted by the beneficiary., or any other relevant source, including participant reports, monitoring visits, Quality Label reports, desk checks or on-the-spot checks undertaken by the National Agency.

In line with the scoring procedure of the final report to be found in Article 9.4 of Annex 5, the National Agency may reduce the final amount of project management costs as follows:

- 10% if the final report scores at least 50 points and below 60 points;
- 25% if the final report scores at least 40 points and below 50 points;
- 50% if the final report scores at least 25 points and below 40 points;
- 75% if the final report scores below 25 points.

12. COMMUNICATION BETWEEN THE PARTIES (— ARTICLE 36)

Formal notifications on paper addressed to the granting authority must be sent to the address of the National Agency as set out in the Preamble.

Formal notifications on paper addressed to the beneficiaries must be sent to their legal address, as set out in the Preamble.

13. MONITORING AND EVALUATION OF QUALITY LABEL

Not applicable.

14. PROTECTION AND SAFETY OF PARTICIPANTS

The beneficiary will have in place effective procedures and arrangements to provide for the safety and protection of the participants in their project.

15. MODIFICATION OF THE COMPOSITION OF THE GROUP OF YOUNG PEOPLE

The beneficiary may change without an amendment the composition of the group of young people as indicated in Annex 1, insofar as at least 50% of the original participants remain identical to those foreseen in Annex 1 and insofar as the group continues to comply with the initial eligibility criteria throughout the duration of the Project.

16. YOUTHPASS CERTIFICATE, CERTIFICATE OF PARTICIPATION

The beneficiary must inform the participants involved in the project about their right to receive a Youthpass certificate.