

## ANNEX 5 - SPECIFIC RULES

### *European Solidarity Corps: Solidarity projects (ESC30-SOL)*

#### **1. MAXIMUM GRANT AWARDED (ARTICLE 5.2)**

##### **1.1 GRANT AWARD INCREASE FOR EXCEPTIONAL COSTS**

Not applicable.

##### **1.2 GRANT AWARD INCREASE DUE TO REDISTRIBUTION OF FUNDS**

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.

#### **3. SUPPORT TO PARTICIPANTS (ARTICLE 9.4)**

Not applicable.

#### **4. DATA PROTECTION (ARTICLE 15)**

##### **4.1 REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

The beneficiary 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 RIGHTS OWNERS**

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

The beneficiary must — before starting the project — submit this list to the granting authority.

## **5.2 EDUCATION MATERIALS**

If the beneficiary produces educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses<sup>1</sup>. The beneficiary must ensure that the website address used is valid and up to date. If the website hosting is discontinued the beneficiary 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 beneficiary 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](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 Results Platform (<https://youth.europa.eu/solidarity/projects>) by uploading them via the Beneficiary Module in accordance with the instructions (if available).

## **7. SPECIFIC RULES FOR CARRYING OUT THE PROJECT (ARTICLE 18)**

### **7.1 EU RESTRICTIVE MEASURES**

The beneficiary 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 (Beneficiary Module) to record all information in relation to the activities undertaken under the project (including activities that were not directly supported with a grant from EU funds) and to complete and submit the final report, periodic report(s) and progress report(s) (if available in the European Solidarity Corps reporting and management tool

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

and for the cases specified in Article 21.2). Technical steps are detailed in the Beneficiary Guide available at <https://webgate.ec.europa.eu/erasmus-esc/index/support/beneficiary-guide>. The beneficiary may not outsource the reporting task and may not provide access to the reporting and management tool to persons external to the beneficiary.

The beneficiary should encode information regarding the participants and activities as soon as the participants are selected and no later than 3 weeks before 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**

Not applicable.

## **8.3 FINAL REPORT**

The final report must include an overview of project implementation and a financial statement on the consumption of budget categories.

The National Agency may request relevant supporting documentation for any of the activities, costs, and contributions that the beneficiary declares in the final report.

## **8.4 ASSESSMENT OF THE FINAL REPORT**

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.

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.

## **9. AMOUNTS 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.

The National Agency will consider ineligible any activity or cost that is not compliant with the rules set out in the European Solidarity Corps Programme Guide and this Agreement.

The grant amounts corresponding to those activities and costs will be recovered in full.

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

For the purposes of Articles 21 and 25, the beneficiary 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 beneficiary upon its analysis thereof. If the beneficiary is legally not authorised to send original documents, a copy of the supporting documents will be sent instead.

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

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

### **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)**

If the action was not implemented as described in Annex 1 (implementation criteria) and/or in accordance with the obligations set out in the Grant Agreement (obligations criteria), the eligible grant can be reduced as specified in Article 22. Grant reductions can be applied

cumulatively on different grounds and in addition to cost and contributions rejections under Article 27 (if any).

**Implementation criteria reduction:** Poor, partial or late implementation of the Project may be established by the National Agency based on the final report submitted by the beneficiary, or any other relevant source, including participant reports, monitoring visits, 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 8.4 of Annex 5, the National Agency may reduce the eligible grant for 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 at least 15 points and below 25 points;
- 100% if the final report scores below 15 points.

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

## **12. COMMUNICATION BETWEEN THE PARTIES (ARTICLE 36)**

All communication under the Agreement must:

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

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

Reporting under Article 21 must be done through the European Solidarity Corps reporting and management tool described in Article 8 of this Annex.

A **formal notification** is a written notification sent by registered post with proof of delivery to the postal addresses indicated in the Preamble, or sent as a regular email to the email addresses indicated in the Preamble, or sent using a digital method provided for that purpose in the European Solidarity Corps reporting and management tool. Any request for amendment must be sent as a formal notification.

Communications are considered to have been **made** by the sending party on the date and time they are sent.

Communications are considered as **notified** to the other party as follows:

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

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

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

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

### **13. INFO KIT**

Not applicable.

### **14. MONITORING AND EVALUATION OF QUALITY LABEL**

Not applicable.

### **15. ONLINE LANGUAGE SUPPORT (OLS)**

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

## **16. PROTECTION AND SAFETY OF PARTICIPANTS**

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

## **17. MODIFICATION OF THE COMPOSITION OF THE GROUP OF YOUNG PEOPLE**

For informal groups of young people, any change in the group composition must be updated through the registration form.

If more than 50% of the original participants change, the beneficiary is required to request an amendment, in line with Article 39.

No amendment is needed if at least 50% of the original participants remain identical to those foreseen in Annex 1 and the group continues to comply with the initial eligibility criteria throughout the duration of the Project.

## **18. YOUTHPASS CERTIFICATE, CERTIFICATE OF PARTICIPATION**

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

## **19. EUROPEAN SOLIDARITY CORPS PORTAL**

Not applicable.