

## ANNEX 5 - SPECIFIC RULES

### *European Solidarity Corps – Volunteering projects (ESC51-VTJ)*

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

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

The maximum grant awarded indicated in Article 5.2 may be increased through an amendment in line with Article 39.

The National Agency will increase the total maximum grant amount by considering the pre-financing amount already paid to the beneficiary, the amount of additional funds requested and the nature of the expenses to be approved.

The beneficiary may submit a justified request for additional funds for exceptional costs for participants provided that these additional costs cannot be covered with a transfer of funds within the existing grant amount without negatively affecting the delivery of targets specified in Annex 1. Such requests will be considered in the order of reception as long as funds remain available in the National Agency's contingency reserve.

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

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

Not applicable.

#### **2. BUDGET FLEXIBILITY (ARTICLE 5.5)**

The budget breakdown may be adjusted without an amendment by transfers between budget categories, as long as this does not imply any substantive or important change to the description of the project in Annex 1.

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

When the beneficiary provides support to participants as part of project implementation, it must do so in accordance with the conditions specified in this Annex and Annex 1, Annex 2, Annex 3 and Annex 4. The conditions of support must be clearly communicated to the participants in writing in non-discriminatory manner in advance. Where conversion of costs between currencies is needed, it cannot be to the detriment of the participant.

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

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

#### **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

---

<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).

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

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 participant reports and other project documentation required by this grant agreement. The result of the evaluation will be a score of maximum 100 points. A common set of evaluation criteria will be used to measure the extent to which the project was implemented in line with the targets defined in Annex 1 of this Agreement, the approved Activity Plan, and the European Solidarity Corps quality standards.

## **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. This includes the 25% limit on use of the grant to involve participants from third countries not associated with the Programme. Where the 25% threshold is exceeded, the amount exceeding 25% will not be eligible under the grant, unless approved by the National Agency in line with Programme rules and Annex 1.

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 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.

### **10.3 SYSTEMS CHECK**

The systems check is performed to establish the beneficiary's system for making its regular grant claims in the context of the Programme as well as its compliance with the commitments undertaken as a result of the Quality Label. The systems check is performed to establish the beneficiary's compliance with the implementation standards committed to in the framework of the European Solidarity Corps.

### **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 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.

In addition, the National Agency may reduce by up to 100% the eligible grant for management costs in case the final report evaluation shows that the European Solidarity Corps quality standards or the qualitative requirements defined in the Programme Guide have not been respected. The applied reduction shall be proportional to the severity and impact of the identified issues.

**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**

The National Agency hereby provides to the beneficiary the European Solidarity Corps Info Kit for volunteering projects:

[https://youth.europa.eu/solidarity/young-people/training-support\\_en](https://youth.europa.eu/solidarity/young-people/training-support_en).

The beneficiary is obliged to send the European Solidarity Corps Info Kit to the participant before the start of the activity and before the signature of the agreement between the beneficiary and participant.

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

The National Agency will monitor the implementation of the Quality Label for lead organisation in accordance with the rules established in the programme guide that led to the award of the Quality Label for lead organisation, and in accordance with the European Solidarity Corps quality standards.

In case the monitoring reveals weaknesses, the National Agency will issue recommendations and/or obligatory instructions to remedy the situation. In case of need, the National Agency may take further remedial measures, as defined in the programme guide that led to the award of the Quality Label for lead organisation, and in accordance with the European Solidarity Corps quality standards.

If the National Agency considers that the implementation of the Project does not respect the quality commitment undertaken by the beneficiary, the National Agency may in addition or alternatively initiate the observation procedure and require the beneficiary to develop and implement an action plan within an agreed timeframe to ensure respect of the applicable requirements. If the beneficiary does not implement the action plan in a satisfactory manner by the due date, the National Agency may suspend or withdraw the Quality Label. As a consequence of suspension or withdrawal of Quality Label, the grant agreement may be suspended or terminated, as the case may be.

### **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.

The beneficiary must ensure that each participant has adequate insurance coverage for the activities described planned in Annex 1.

The beneficiary must ensure that each participant in a cross-border activity is covered by the insurance policy provided by the European Solidarity Corps for the entire period of the participant's stay abroad, either with a full coverage or a combination of European Health Insurance Card (EHIC) and European Solidarity Corps insurance.]

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

Not applicable.

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

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

The beneficiary will support the participants involved in the project in an assessment of non-formal learning experiences acquired by them and has the obligation to provide a Youthpass certificate to each individual participant requiring it at the end of the activity.

The beneficiary must issue each participant with the certificate of participation, and can do so as early as one week before the end of the activity, provided that the participants have submitted their participant report.

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

The beneficiary must select its participants from the European Solidarity Corps Portal by sending an offer through the "Placement Administration and Support System" (PASS).