ANNEX 2 - SPECIFIC RULES

1. SUBCONTRACTING (ARTICLE 9.3)

Subcontracting of services is allowed as long as it does not cover core activities on which the achievement of the objectives of the action directly depends.

2. DATA PROTECTION (— ARTICLE 15)

2.1 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 Regulation 2018/1725, in line with the obligations established in the Article II.7 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.

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

3.1 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.

3.2 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 licenses[1].
The beneficiaries must ensure that the website address used is valid and up to date. If the website 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.

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

The beneficiaries acknowledge the support received under the Erasmus+ 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

4.1 Erasmus+ Project Results Platform

The coordinator must make the project results available to the Erasmus+ Project Results Platform

[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).

(http://ec.europa.eu/programmes/erasmus-plus/projects)

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

5.1 EU restrictive measures

The beneficiaries must ensure that the EU grant does not benefit any affiliated entities, 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).

6. REPORTING (— ARTICLE 21)

6.1 Erasmus+ reporting and management tool

The coordinator 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 periodic and progress report(s) (if available in the Erasmus+ reporting and management tool and for the cases specified in Article 21.2) and final report.

6.2 Periodic report and Progress report

The periodic and progress report 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.

6.3 Final report

The final report includes also a technical part.

The technical part includes an overview of the action implementation and the results obtained. It must be prepared using the template provided by the National Agency.

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

6.4 Assessment of the final report

The final report will be evaluated on the basis of quality criteria and scored on a total of maximum 100 points. The final report and project results will be assessed by the National Agency, using a common set of quality criteria focusing on:

- The extent to which the project was implemented in line with the approved grant application
- The quality of activities undertaken and their consistency with the project objectives
- The quality of the products and results produced
- The learning outcomes and impact on participants

- The extent to which the project proved to be innovative/complementary to other initiatives
- The extent to which the project proved to add value at EU level
- The extent to which the project implemented effective quality measures as well as measures for evaluating the project's outcomes
- The impact on the participating organisations
- The quality and scope of the dissemination activities undertaken
- The potential wider impact of the project on individuals and organisations beyond the beneficiaries

7. AMOUNT DUE (— ARTICLE 22.3)

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

The National Agency will consider ineligible any activity that is not compliant with the rules set out in the Erasmus+ Programme Guide, as complemented by the rules set out in this Agreement.

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

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

For the purposes of Article 25, the coordinator or the concerned beneficiaries must provide to the National Agency physical or electronic copies of the relevant supporting documents proving that the activities foreseen in the project effectively took place (e.g. minutes of meeting, courses material, project deliverables, etc.), 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 further checks: 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 that are typically required for the type of check.

8.1 Desk check

Desk check is an in-depth check of supporting documents at the National Agency's premises that may be conducted at or after the final report stage.

8.2 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.

8.3 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 their accreditation. The systems check is performed to establish the beneficiary's compliance with the implementation standards committed to in the framework of the Erasmus+ Programme. The beneficiary must enable the National Agency to verify the reality and eligibility of all project activities and participants by all documentary means, including video and photographic records of the activities undertaken, in order to rule out double funding or other irregularities.

9. GRANT REDUCTION (— ARTICLE 28)

Poor, partial or late implementation of the project may be established by the National Agency on the basis of the final report submitted by the beneficiary and from information received from participants taking part in the activities and on the basis of the project results.

The National Agency may consider information received from any other relevant source, proving that the beneficiary is in breach of obligation under the Agreement. Other sources of information may include monitoring visits, periodic and progress 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 5.4 above, the National Agency will reduce the final grant amount as follow:

- 10% if the final report scores between 45 and 59 points;
- 30% if the final report scores between 30 and 44 points;
- 70% if the final report scores between 10 and 29 points;
- 100% if the final report scores between 0 and 9 points.

In case a planned project activity is not carried out and it is not replaced by another equivalent activity in terms of both its contribution to the objectives and its budget, the National Agency shall reduce the grant by the amount allocated to that activity.

10. 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.

11. INCLUSION SUPPORT FOR PARTICIPANTS WITH FEWER OPPORTUNITIES

The beneficiary is responsible for ensuring that adequate support is provided to participants with fewer opportunities involved in the project.

12. PROTECTION AND SAFETY OF PARTICIPANTS

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

The beneficiary must ensure that insurance coverage is provided to participants involved in activities.

Prior to any participation of minors in the project, the beneficiary must ensure full respect of applicable regulation on protection and safety of minors as defined by the applicable legislation in the sending and hosting countries, including but not limited to: parental or guardian consent, insurance arrangements, and age limits.

13. MONITORING AND EVALUATION OF ACCREDITATIONS

Not applicable

14. BENEFICIARIES LOCATED IN THIRD COUNTRIES NOT ASSOCIATED TO THE PROGRAMME

Not applicable

15. YOUTHPASS CERTIFICATE

Not applicable

16. ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

Article 43 of the Agreement is supplemented by the following paragraph:

"This agreement is part of the grant award letter the beneficiary received. As required by the general administrative law act ('Algemene Wet Bestuursrecht'), a notice of objection can be filed against the decision to award a grant within six weeks after the date on which this decision was sent to the beneficiary. Any proposed amendment of this agreement is interpreted as a notice of objection against the decision to award a grant and therefore has to be filed in a timely manner."