ANNEX 2 - SPECIFIC RULES

1. CONSORTIUM AGREEMENT (Article 7)

If a consortium agreement on internal cooperation arrangements is required in the Data Sheet, its conclusion must be confirmed to the National Agency by the coordinator at the latest before the first pre-financing is paid out.

2. 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 project directly depends.

3. DATA PROTECTION (Article 15)

3.1 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 15 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.

4. INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (Article 16)

4.1 List of background

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

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

4.2 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.

5. 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

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).

5.1 Erasmus+ Project Results Platform

The coordinator must make the project results available to the Erasmus+ Project Results Platform by uploading them via the Beneficiary Module in accordance with the instructions (http://ec.europa.eu/programmes/erasmus-plus/projects).

6. SPECIFIC RULES FOR CARRYING OUT THE PROJECT (Article 18)

6.1 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).

7. REPORTING (Article 21)

7.1 Erasmus+ reporting and management tool

The coordinator must use the web-based reporting and management tool provided by the European Commission to record all information about the activities implemented 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 the final report. Technical steps are detailed in the Beneficiary Guide available at https://webgate.ec.europa.eu/erasmus-esc/index/support/beneficiary-guide.

7.2 Periodic report and Progress report

The periodic and progress report include a technical part presenting an overview of the project implementation. For the periodic report a financial statement must be provided in addition to the technical part. By signing the periodic or progress report, the beneficiaries confirm that the information provided is complete, reliable and true.

7.3 Final report

The final report also includes a technical part presenting an overview of the project implementation and the results obtained, and a financial statement. By signing the final report, the beneficiaries confirm that the information provided is complete, reliable and true.

7.4 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
- For Cooperation Partnerships, 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
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8. RECOVERIES (Article 22.2)

If the project is fully implemented and has funds remaining after project end, the beneficiary will not be required to return the unused funds as long as all the work packages/activities are completed and the results are achieved as described in the application form. Such funds remaining shall not be considered as profit[2]. This is without prejudice to grant reductions and contribution rejections as a result of checks, reviews or audits.

9. AMOUNTS 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 this Agreement, as complemented by the rules set out in the Erasmus+ Programme Guide,.

The grant amounts corresponding to those activities (including as part of a work package) will be recovered in full.

10. 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.

10.1 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. In line with Article 20.1, the National Agency may request any type of documentation deemed relevant to demonstrate the reality and quality of the activities were carried out and by whom. The National Agency shall not require reporting on the actual costs incurred by the beneficiary.

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.

2 Article 195 of the EU Financial Regulation

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 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.

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 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.

For cooperation partnerships and European Partnerships for School Development:
In line with the scoring procedure of the final report to be found in Article 6.4 above, the National Agency may reduce the eligible grant as follows:

- 10% if the final report scores between 55 and 69 points;
- 40% if the final report scores between 40 and 54 points;
- 70% if the final report scores between 10 and 39 points;
- 100% if the final report scores between 0 and 9 points.

If the overall project scores above 70 points, but the score of one or more work packages is lower than 70, a grant reduction shall be applied only to those work packages, based on the same scale as above.

In case a planned work package is not carried out and it is not replaced in due time by another equivalent work package in terms of budget and activities, the National Agency shall reduce the grant by the amount allocated to that work package.

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).

Regular email shall be the preferred communication method between the parties, unless a digital method is provided in the Erasmus+ reporting and management tool for particular aspects of the grant agreement.
Reporting under Article 21 must be done through the Erasmus+ reporting and management tool described in Article 7 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 Erasmus+ 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. Acknowledgment of delivery or receipt is not necessary. It is the responsibility of both parties to check their mailbox 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 email 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 Erasmus+ 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 Erasmus+ reporting and management tool, a formal notification, or a simplified approval procedure should be used.

13. 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.

14. PROTECTION AND SAFETY OF PARTICIPANTS

The beneficiary must 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 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.

15. MONITORING AND EVALUATION OF ACCREDITATIONS

For HE: The National Agency and the Commission will monitor the correct implementation of the Erasmus Charter for Higher Education (ECHE) by the beneficiary and of the respect of the commitments defined in its inter-institutional agreements.
In case the monitoring reveals weaknesses, the beneficiary must establish and implement an action plan within the timeframe specified by the National Agency or the Commission. In the absence of adequate and timely remedial actions by the beneficiary, the National Agency may recommend to the Commission to suspend or withdraw the ECHE in accordance with the provisions set in the Charter. As a consequence of suspension or withdrawal of ECHE, the grant agreement may have to

be suspended or terminated, as the case may be.

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

The organisations located in third countries not associated to the Programme commit to respect the same principles as the beneficiaries located in third countries associated to the Programme regarding the Erasmus Charter for Higher Education, wherever applicable.

17. YOUTHPASS CERTIFICATE (Not applicable)

N.A.

18. ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

18.1 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.