

## Erasmus+ Project Results Platform and Creative Europe Project Results Platform

Legal Provisions

April 2022

**PLEASE READ THE TERMS of USE BELOW BEFORE UPLOADING OR SUBMITTING CONTENT. ANY SUBMISSION OF CONTENT IS CONDITIONAL UPON ACCEPTANCE OF THESE TERMS. Requesting access to this platform, accessing it or registering on it signifies unconditional acceptance of these TERMS of USE. Please also check the [Europa website LEGAL NOTICE](#) to which this platform is subject, and the terms and conditions to upload content and to download content, incorporated herein by reference.**

### TERMS of USE

Erasmus+ and Creative Europe Project Results Platform (as applicable, hereinafter referred to as the Dissemination Platform) are the electronic platforms for the dissemination and exploitation of results of projects owned by the European Union and funded by the Education and Culture Directorate-General (DG EAC). The Dissemination Platform will offer a comprehensive overview of all projects funded under the new Erasmus+ and Creative Europe programmes as well as of some projects funded under the previous programmes (Life Long Learning, Youth in Action, Culture).

The relevant legal bases are:

- the regulation No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC

- the Regulation No 1295/2013 of the European Parliament and of the Council of 11 December 2013 establishing the Creative Europe Programme (2014 to 2020)

The Dissemination Platform serves the following **purposes**:

- Information tool for the public to provide relevant and interesting content;
- Highlight projects qualified as good practice examples;
- Projects database (project summaries, links, main products and outcomes);
- Source of information for the Commission Open Data Portal.

Only project beneficiaries are given access to upload content and as a project beneficiary, you can upload only content related to your project(s) to the Dissemination Platform.

For the sake of clarity, content shall mean any material (such as text, images, illustrations, audio material, video material and audio-visual material) that you submit to the Dissemination Platform. Before uploading or submitting any content you must decide within the partnership, preferably in writing, under which conditions you will make such content available on this platform for further use. Please indicate clearly in your project description the conditions of use for any potential user, as stipulated in the "[Legal Issues](#)" section of the platform.

You represent and warrant that:

- Your content is your own original creation and you own all rights to your content; or
- You have obtained all necessary permissions or consents from third parties having rights on your content, for uploading it or submitting it on the Dissemination Platform.

You agree not to:

perform any activity that could harm or violate the European Union's network performance and/or security, or upload files containing viruses or other malware that might damage the operation of another user's computer;

upload or link to any content which is or could be considered as defamatory, abusive, obscene, spam or spam-like, likely to offend, contains any other inappropriate or illegal content, personal information of others, risks infringing copyright or any other intellectual property or privacy rights , or otherwise violates any laws;

use the European Union emblem or otherwise use the official name and credentials of the European Union if it is likely to create confusion between the platform user and the European Union or the Council of Europe or if it is linked to aims or activities incompatible with the principles and objectives of the European Union. Further detailed information on the EU emblem can be found on [the European Commission web site](#).

The European Union is not responsible for any uploaded or submitted content. Such content expresses the views of its author(s) only. The European Union reserves the rights to delete, move, re-format or edit your content without prior notice and explanation. Requests for your content to be removed or modified will be undertaken only at the European Union's discretion, as the platform's administrator.

Your Content may be reviewed by staff members. Do not submit any content that you consider to be private or confidential. Please remember that the objective of the Dissemination Platform is to make results accessible, to further disseminate and share outcomes of projects with other educational and cultural stakeholders. Once your content is posted you will not necessarily have the right to access, archive, maintain or otherwise use of your content within the platform.

You agree to defend, indemnify and hold harmless the European Union and its staff from and against any and all claims, suits or proceedings arising from your violation of any third party right (including without limitation any copyright, property, or privacy right) or from any breach by you of any provision of these TERMS of USE. The present clause will apply notwithstanding any change of the TERMS of USE.

The European Union may change these TERMS of USE at any time without prior notice, and when doing so, it will bring it to your attention at the moment when you will upload or submit content. You will have the right to reject the amended TERMS of USE and terminate your account. Continued use of this website will be considered as tacit and implicit acceptance of the amended TERMS of USE.

### [Data protection](#)

The European Commission is committed to user privacy. The policy on protection of individuals with regard to the processing of personal data by the European Union institutions is based on the [Regulation \(EU\) 2018/1725](#) on the protection of personal data by the EU institutions, bodies, offices and agencies.

This policy covers all the European Commission's websites within the ec.europa.eu domain. Although you can browse through most of these websites without giving any personal information, in some cases information is required in order to provide the e-services you request. "Specific Privacy Statement" in the [Legal Issues](#) section.

In this respect:

- For each specific e-service, a controller determines the purposes and means of the processing of personal data and ensures conformity of the specific e-service with the privacy policy;
- Within each Institution, a Data Protection Officer ensures that the provisions of the Regulation are applied and advises controllers on fulfilling their obligations;
- For all the Institutions, the [European Data Protection Supervisor](#) will act as an independent supervisory authority.

The European Commission's websites within the ec.europa.eu domain may provide links to third-party sites. In order to use third party content on our websites, you may need to accept their specific terms and conditions, including their cookie policies over which we have no control

**Which personal data do we collect and further process?**

In order to carry out this processing operation DG EAC.A3 collects information about the projects, such as:

- professional information about the contact person in the contracting organisation, including any contractor / coordinator / contact-person / co-organiser involved in the implementation of the projects: name, first name, e-mail, address, telephone number, fax and url.
- personal data of participants contained in project results and outputs, if made available by the beneficiary.

The provision of personal data is not mandatory, but it might be required to provide additional information to the user (i.e. to contact a specific person in the beneficiary organisation).

We have obtained your personal data from the beneficiary according to the provisions set in the grant agreement.