

Questions & answers (II)

Important notice about this Q&A document: This document of questions and answers responds to the exceptional situations caused by this global pandemic. In this particular circumstances it is justifiable to apply the principle of *force majeure*. Considering the principle of prudence, which underlines and inspires all of our activities, it would be difficult to do otherwise given the current circumstances, under which a large and important number of activities – planned or currently undertaken in the framework of already selected projects - have already been cancelled or will be postponed. Consequently, in order to simplify the administrative workload that National Agencies will be facing and the high volume of *force majeure* cases, DG EAC recommended National Agencies to provide the maximum flexibility to students, pupils, volunteers and others in Erasmus+ and European Solidarity Corps mobility.

However, the principle of *force majeure* cannot be automatically invoked. National Agencies have to carry out a case-by-case assessment in their national context, to verify whether it is relevant and appropriate to apply the exceptional measures described below. Consequently, the application of these measures, in any circumstances, must be assessed on a case by case basis by the National Agencies for each measure concerned, and these exceptions provided by the principle of *force majeure* must always be interpreted restrictively and not used abusively.

Seq.	Question	EC - DG EAC reply
A. Eligibility of costs and other funding rules		
1.	Should the students/learners/staff members fill in an individual online survey if their mobility did not take place but some costs were recognised applying the " <i>force majeure</i> clause"?	The standard obligation of submitting a survey, directly and exclusively linked to the action, will not apply in case of <i>force majeure</i> .
2.	Can additional travel costs incurred by zero-grant students in higher education mobility be reimbursed in the same way as for students receiving a grant?	As stated in the Guidance on the application of <i>force majeure</i> , participants can receive a grant that is higher than what was initially agreed. Therefore, the beneficiary can decide in exceptional circumstances to apply this provision also to zero grant participants, even though, under normal circumstances, higher education students with a zero-grant do not receive an EU grant related to travel and subsistence.
3.	Can beneficiaries already now cancel mobilities in e.g. September and get compensated due to <i>force majeure</i> ?	There is no reason to cancel already now a mobility starting in September, as the situation may have been restored by that time. We continue monitoring the situation and will update the guidance if the development of the situation so requires. However, the National Agencies (NAs) should advise the beneficiaries not to incur any preparatory cost if they have any doubts that the activity can take place.
4.	Can you clarify if online teaching for the professors and teachers is eligible? Are the same rules for students in online learning applicable also for staff?	There is no difference between students and staff with regard to the eligibility of online activities. In principle, <i>force-majeure</i> measures put in place allow beneficiaries to make use of online activities to <u>conclude, complete</u> or <u>ensure continuity</u> of already started activities. In case of activities that have not yet started, beneficiaries should postpone them; for that reason an exceptional extension of the implementation period of projects has been allowed.
B. Project duration		
5.	If the duration of a project is prolonged from 24 months or less to more than 24 months, does this	No, as that would be introducing new requirements, while the purpose of the measure is to help beneficiaries in a difficult situation.

	imply an introduction of an interim report?	
6.	Can you clarify if projects with 36 months duration can request an extension, given that 2017 Key Action 2 projects normally still have approximately 5 months before the expiration of the Delegation Agreement?	<p>As indicated in Note 014, the maximum project duration is 36 months (with exception of 2018 Key Action 107 projects, as stated in Question B5), which implies that as a rule Key Action 2 projects with 36 months duration cannot be extended.</p> <p>We understand however that it may be necessary for NAs to exceptionally further extend Key Action 2 projects. Notably, to extend the 2017 Key Action 2 projects that are coming to an end during 2020 (until 31/08/2020), which otherwise do not have a sufficient margin to recuperate the delay caused by the COVID-19 suspension of activities, to allow those projects to deliver the planned outputs and avoid reductions in the final grant for this reason.</p> <p>NAs could therefore decide on a case-by-case basis for reasons of <i>force majeure</i> to grant an extension to those projects provided that the end date of the Delegation Agreement with the Commission is respected (all entrusted tasks related to receipt and payment of final reports are done within the date specified in Article I.2 of the Delegation Agreement)*. To do so, the NA should sign an exception report in line with section 2.5.4 of the Guide for NAs.</p> <p>The duration of the extension should be limited to what is strictly necessary; therefore, it is at this stage recommended that the extension does not exceed 4 months.</p> <p>We remind that it is the NA's responsibility to request an extension of the Delegation Agreement duration, should the NA be unable to complete the entrusted tasks within the Delegation Agreement end date, and provided that the extension is requested within the period of validity of the Delegation Agreement. In the Commission's view, an extension by more than 4 months of the Grant Agreement with the beneficiary where the project already has a duration of 36 months and started on the latest possible start date, will necessitate an amendment of 6 month of the Delegation Agreement duration to ensure that the final payment is paid within its duration.</p> <p>* The 2017 Delegation Agreement covers the entrusted tasks under the 2017 Call until 31/12/2020, unless the NA already requested an extension until 30/06/2021 in response to Note to NA Directors "E+/NA/DIR/2017/054: Extension of 2015, 2016 and 2017 Delegation Agreements by 6 months – invitation to National Agencies to submit the request" of 7/12/2017, or through a later request.</p>
C. NA's activities and management of project lifecycle		
7.	Will you amend the Erasmus+ and European Solidarity Corps Calendars for the use of funds?	Yes, all relevant calendars for the use of funds will be amended to reflect the impact of the exceptional measures introduced in the last weeks.
8.	There would probably be savings or unutilised funds by end of 2020 due to the current situation; would it be possible to have these funds carried forward to 2021?	Unspent funds are not lost. They will be recovered by the Commission in the context of the closure of the 2020 Delegation Agreements and reinjected into the programme through the Annual Work Programmes of the year following the recovery (internal assigned revenues).
9.	Key Action 1 Youth projects, selected under Round 1, will start in the period June-August,	The latest start date for Key Action 1 Youth projects, selected under round 1 of 2020 Call is 30/09. It is not possible to predict how the situation will evolve. The services of the Commission and the NA directors are regularly in touch to monitor

	with the great bulk of activities concentrating in the summer time. In view of the current uncertainty, can the Commission provide for the maximum flexibility for going forward without uncertainty?	how the situation evolves, in view of taking the appropriate measures.
10.	Is the accreditation call relevant for the new programme delayed?	The publication of the Schools, VET and Adult Education accreditation call is currently scheduled for the end of April / early May and preparations are continuing without major disruptions. The dates for the Erasmus accreditation call in the field of Youth and the European Solidarity Corps quality label are still to be determined. The services of the Commission and the NA directors are regularly in touch to monitor how the situation evolves, in view of taking the appropriate measures.
11.	What is the applicable exchange rate for payments in case of <i>force majeure</i> ?	The applicable exchange rate should be the one selected by the NA in Article 1.4.10 of the Grant Agreement signed with the beneficiary.
12.	How can we apply <i>force majeure</i> in the IT systems	The IT documentation related to Mobility Tool+ and EPlusLink will be updated to provide guidance on the use of the tools in these circumstances.
D. TCA-NET-TEC		
13.	Is it possible to extend the eligibility period of Transnational Cooperation Activities (TCA) and Networking Activities (NET) under the 2019 and 2020 budgets to ensure a full absorption of 2019 and 2020 TCA and NET budgets?	<p>The eligibility period for TCA and NET activities under the 2019 and 2020 Delegation Agreement will be extended by 6 months, until 31/12/2020 and 31/12/2021 respectively. The Erasmus+ and European Solidarity Corps Calendars for use of funds are being amended to take this extension into account.</p> <p>The NAs can therefore postpone after June 2020 any activity planned in the first half of 2020 under the 2019 budget without requesting prior authorisation by the Commission for the change of date. Since the deadline for amendments to the 2019 work programme expired on 31/12/2019, new activities can no longer be added and existing activities can no longer be modified.</p> <p>It is up to the NAs, based on the assessment of their own resources, to decide whether planned TCAs and/or NETs activities should be cancelled or postponed later in the year, by also considering the need to avoid any overlap with activities planned under the 2020 TCA and NET work plans. In addition, the NAs are reminded that expenses beyond the maximum ceiling for TCA and NET established in the Delegation Agreement are ineligible.</p>
14.	Can the eligibility period for Specific training and evaluation for cross-border activities (STEC / TEC) be increased?	The eligibility period for the Training and Evaluation Cycle for participants and organisations under the 2019 Delegation Agreement is extended by 6 months, until 31/12/2020. The European Solidarity Corps Calendar for use of funds is amended to take this extension into account. The NAs can therefore postpone after June 2020 any activity planned in the first half of 2020 under the 2019 budget.
E. Support to participants		
15.	Would it be possible to issue a general repatriation recommendation for all volunteers?	It is up to national governments to issue such recommendations. The Commission cannot intervene in this domain.

F. Submission of documents		
16.	Note 018 provides that application forms can be submitted without annexing the mandates requiring signatures of co-beneficiaries. Is this approach applicable also to centralised actions?	Yes, centralised actions will also adopt this approach. A blue-ink signature will be required at a later stage, once COVID-19 containment measures are lifted.
G. ICM specifics		
17.	<p>Concerning the special transfers that can be made in Key Action 107 2018-projects due to the COVID-19 situation:</p> <ul style="list-style-type: none"> • Can transfers of funds between Partner Countries within the budget envelopes provided in the Grant Agreement between the NA and the Higher Education Institution (HEI) be implemented at any time until the end of the project? • Is an amendment of the Grant Agreement needed if, following transfers of funds, the total project budget is changed by more than 40%? More in general, is an amendment of the project budget needed also in cases of <i>force majeure</i>? • Can transfers of funds be made between the “Tunisia window” and the budget envelope ENI South? 	<p>The note to International Contact Points (ICP) of 11 March 2020 explains that NAs may, to facilitate further the implementation of International Credit Mobility (ICM) 2018-projects, decide to allow beneficiaries to derogate from the rules for transfers between Partner Countries in the same region (the regions are defined in a footnote of the note) that otherwise are forbidden under Article I.3.3 of the Grant Agreement.</p> <p>If the NA intends to make use of the possibility, it is necessary to do an amendment to the Grant Agreement (special conditions) to authorize an express derogation from the ceilings established in points b), c), d) and f) of Article I.3.3, thus overriding e the limits in the flexibility rules. However, it is not necessary to amend Annex II (project budget) as the amendment of the points above of Article I.3.3 by default allows the allocation to be changed without limits.</p> <p>The restriction provided in point e) of Article I.3.3, which reads that changes considered together may not exceed 40% of the total project budget allocated in Annex II without an amendment, still applies.</p> <p>NAs may take the opportunity to offer this possibility to all its beneficiaries in the same situation, in respect of the principle of equal treatment, in which case it is up to the beneficiary to either accept and sign or refuse the offered amendment.</p> <p>This flexibility is put at the beneficiaries’ disposal to help projects that are facing difficulties linked to the restrictions and uncertainty linked to the COVID-19 outbreak. Therefore, where an amendment has been signed, the transfers can be implemented at any point in the project’s duration.</p> <p>In the 2018 Call, additional funds to Tunisia were provided through the “Tunisia window”. Tunisia is also a partner country in the ENI South budget envelope. With regards to the exceptional measures available to 2018-projects due to COVID-19, beneficiaries that have received funds from the Tunisia window and for any partner countries in ENI South can do transfers between “Tunisia window” and ENI South.</p> <p>The exceptional measures are also applicable to the multi-beneficiary agreement.</p>
H. European Solidarity Corps specifics		
18.	Can we support more in-country activities and local solidarity projects in 2020 than allowed according to the budget distribution?	As per the Delegation Agreement, NAs may adjust the allocations to Actions either within the flexibility established in Article I.3.3.8 of the Delegation Agreement or by requesting an amendment in accordance with Article I.8.3(g), in all cases without exceeding the maximum 20% allocation for "in-country" activities".

		As a reminder, the in-country budget is calculated as follows: total amount allocated for in-country flows for ESC11, ESC13 and ESC21 + 100% of ESC31 allocation.
19.	European Solidarity Corps volunteers have finished or are finishing their activity and cannot return to their home country. What is the insurance coverage provided under this scenario? What is the insurance coverage in the volunteer's home country / the host country in case of interrupted activities?	<p>Volunteers continue to be covered in their host country for the whole period they have been enrolled for insurance + 2 months. If needed, and where the 12 months of activity have not been reached, we recommend organisations to extend the duration of the activity.</p> <p>In parallel, the Commission is checking how to ensure enrolment for volunteers who are blocked in their host country and have reached their 12 months of activity, if the situation is prolonged and the 2 additional months of coverage are used.</p> <p>Please note that insurance coverage will be disrupted if the project is finalised, terminated or cancelled.</p> <p>In case activities are interrupted, the following scenarios apply:</p> <p>A. Volunteers returned home: Volunteers continue to be covered even in their home country for the whole period they have been enrolled for insurance + 2 months. If the insurance coverage is not needed while at home, it can be suspended.</p> <p>B. Volunteers cannot return to their home country: Volunteers continue to be covered in their host country for the whole period they have been enrolled for insurance + 2 months.</p> <p>In parallel, the Commission is checking how to ensure coverage periods going beyond 12 months activities for the cases covering suspension + return to activities of volunteers.</p>
20.	Many European Solidarity Corps volunteers interrupted their activity and returned home for the interruption period, while many others cannot return their home country during the period of the interruption. Under which conditions can volunteers continue their activity?	<p>The total eligible activity period is 12 months, which can be suspended as necessary due to the covid-19 lockdown period. European Solidarity Corps volunteers can therefore restart their activity when the suspension period has come to an end, and complete the activity with the remaining duration up to the maximum of 12 months in total.</p> <p>The beneficiary needs however to verify and ensure that the Grant Agreement signed with the NA remains in force for the entire period of the activity, including the duration of the suspension. If necessary, the beneficiary needs to request an extension.</p>
21.	Is it possible to also extend the duration of ESC13 projects?	The extension of projects also applies to ESC13 - Volunteering Partnership projects.