

Guidance for National Agencies on the application of force majeure to the “costs entailed by activities that have not taken place or additional costs that were caused by the exceptional circumstances “

The World Health Organization officially declared, on Wednesday 11 March, the Coronavirus as a global pandemic. Therefore, 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 and the high volume of force majeure cases, the following practices are recommended to be applicable by the National Agencies::

**Erasmus+ education and training - KA1 (learners and staff mobility), KA2 (LTT activities only) – Travel and individual support
Erasmus+ youth and European Solidarity Corps – Travel, pocket money and relocation allowance**

A. In case of participants that have terminated the activity and have returned back home:

Measures to protect and support participants immediately:

- 1) Participants **keep all the pre-financing received** so far. At a later stage (final report assessment), they may be asked by the beneficiary to return part of the grant if they are in the situation described in point 3) below.

Conditions for the eligibility of grant (principles to be followed by National Agencies when assessing projects at final report stage):

- 2) beneficiaries are entitled to **receive the grant** covering the period when the **activity was ongoing**. E.g. if the mobility started on 1 January and is supposed to end on 1 July and the activities were suspended e.g. on 15 March, the participant/organisation is entitled to keep the grant covering the period 1 January – 15 March.
- 3) beneficiaries should **return the remaining grant** (i.e. from the moment the activity is terminated until the planned end date of the activity, i.e. 16 March – 1 July in the example above) **only for the period where all conditions below are met:**
 - a. participants don't plan to re-start their mobility activity once the host institution/organisation will again be “operational”
 - b. Where applicable, participants do not accept to carry out the planned activities by digital/online means (e.g. distance learning) activities, if made available by the host institution/organisation
 - c. they do not have to bear costs still linked directly and exclusively to the mobility (e.g. they need to continue paying electricity bill, rent, etc. abroad, even if they are back home)

Beneficiaries will have to declare at final report stage that the above conditions are met.

- 4) if one or more of the conditions above are not met, then they are authorised to **keep the grant**.

Additional costs directly and exclusively linked to the activities: beneficiaries may ask National Agencies at final report stage to reimburse additional travel costs of participants who needed to buy another ticket to return home. Provided that the overall grant requested by the beneficiary is not higher than the one indicated in the agreement between the National Agency and the beneficiary, National Agencies can accept to cover the additional costs, based on the standard unit cost for travel (distance bands). For higher education students, the same rule applies in the cases where the amount of the mobility grant that the student has already received doesn't cover for these costs. In any of these cases, the beneficiary should a) provide evidence of the fact that the participant asked a reimbursement or a change of schedule to the carrier company (airline, travel agency, etc.) or to an insurance company and such request was denied, and b) the supporting document for the additional cost claimed.

B. In case of participants that have suspended the activity and decided to stay abroad or are forced to stay abroad:

Measures to protect and support participants immediately:

- 1) Participants **keep all the pre-financing received** so far. At a later stage, they may be asked by the beneficiary to return part of the grant if they are in the situation described in point 3) below.

Conditions for the eligibility of grant (principles to be followed by NAs when assessing projects at final report stage):

- 2) Beneficiaries/participants are entitled to **receive the grant** covering the period when the **activity was ongoing**. E.g. if the mobility started on 1 January and is supposed to end on 1 July and the activities were suspended on 15 March, the participant is entitled to keep the grant covering the period 1 January – 15 March.
- 3) They are **entitled to receive the remaining grant** for the period, when the **activity will start again** after the suspension.

Additional costs directly and exclusively linked to the activities: In addition to receiving the remaining grant when the activity will re-start, beneficiaries/participants could be entitled to continue receiving the grant (unit cost) **during the period of suspension** if:

- participants plan to re-start their mobility once the host institution/organisation will again be "operational" and accept to follow distance learning activities, if made available by the host institution/organisation and
- they are forced to stay abroad because of travel restrictions imposed by national authorities.

However, it is the responsibility of the beneficiary organisation/institution to authorise this additional request, after having verified, on a case-by-case assessment, that the grant awarded to the project can cover this additional cost. The beneficiary may propose a lower individual grant to participants, if the total budget available under the mobility project cannot cover the entire unit cost.

C. In case that participants (or organisations) have decided to cancel the activity before it starts:

- Participants/organisations are entitled to **receive the grant** covering travel (based on standard unit costs) if they were not able to cancel the booking with reimbursement from the carrier company. In any case, the beneficiary should provide evidence of the fact that the participant asked a reimbursement to the carrier company an insurance or other sources and such request was denied.
- For youth actions please see section “organisational support” below.

Erasmus+ Education and Training - KA1 - Organisational support

For cases A) and B) above, the beneficiary is entitled to receive organisational support, whenever an individual support grant is considered eligible.

For case C) the beneficiary is entitled to receive the organisational support for participants in activities cancelled due to the exceptional nature of the outbreak of coronavirus affecting many areas of the world.

European Solidarity Corps – ESC11, ESC13 and ESC21 - Project management costs (OS)

For all cases above, beneficiaries are entitled to receive organisational support – project management costs to take into account the costs of preparation and follow up of participants prior to the departure, as well as the tasks of support of participants to manage the exceptional nature of the outbreak of coronavirus affecting many areas of the world.

**Erasmus+ Youth (youth exchanges and youth workers) - KA1 and KA3 - Organisational support
European Solidarity Corps – ESC11, ESC13 and ESC21 - Activity Costs (OS) and Inclusion support**

For cases A) above:

- Beneficiaries are entitled to keep the organisational support covering the period when the **activity was ongoing**. E.g. if the mobility started on 1 January and is supposed to end on 1 July and the activities were suspended on 15 March, the beneficiary is entitled to the grant covering the period 1 January – 15 March.
- Beneficiaries are entitled to **keep the part of the grant** covering the remaining period (i.e. from the moment the activity is terminated until the planned end date of the activity) if they have to bear costs linked directly and exclusively to the activity.

For case B) above:

- Beneficiaries are entitled to **receive the part of the grant** covering the period when the activity was ongoing. E.g. if the mobility started on 1 January and is supposed to end on 1 July and the activities were suspended on 15 March, the beneficiary is entitled to the grant covering the period 1 January – 15 March.
- In case of suspension, beneficiaries are **entitled to receive the grant** when the **activity will start again** after the suspension.

Additional costs directly and exclusively linked to the activities: In addition to receiving the remaining part of the grant when the activity will re-start, beneficiaries could claim a reimbursement of real costs under “exceptional costs” in order to support the costs of subsistence and accommodation of participants during the suspension period. However, is the responsibility of the National Agency to allow this reimbursement , after having verified, on a case by case assessment, that the grant originally awarded to the project can cover this additional request (i.e. that the final grant requested for the project is not higher than the grant awarded in the agreement).

For case C) above:

- Beneficiaries are entitled to **keep the organisational support** if they have to bear costs linked directly and exclusively to the activity, even if cancelled. The National Agency may reduce the number of unit costs of the grant if the request is disproportioned and not directly linked to the activity.

**Erasmus+ - KA2 Strategic Partnerships – Project management
European Solidarity Corps - Solidarity Projects – Project management**

Beneficiaries can opt to temporarily suspend their project, ask for an extension of the project duration and carry out the planned activities, once the situation is back to normal. In this case, the project management grant will be calculated based on the new project duration, excluding the suspension, and limited to the total grant indicated in the agreement between the beneficiary and the National Agency.

Erasmus+ - KA2 Strategic Partnerships - Intellectual outputs, multiplier events, transnational project meetings

Beneficiaries can opt to temporarily suspend their project, ask for an extension of the project duration and carry out the planned activities once the situation is back to normal. If, nonetheless, they decide not to extend the project duration, they are entitled to receive grants (in the form of unit costs) provided that:

- in case of meetings, events, they carry out these using virtual tools, and
- they work remotely to deliver the intended intellectual outputs.

At final report stage, the National Agency may decide to reduce the amount of the grant if the outputs (meetings, intellectual outputs, etc.) are considered lower than planned.

Erasmus+ - KA1 and KA2 and KA3 European Solidarity Corps - Exceptional costs and special needs costs

KA3 European Solidarity Corps - Exceptional costs and special needs costs:

Beneficiaries can claim higher costs than planned under these budget categories, provided that the maximum total grant requested at final report stage is not higher than the total grant indicated in the agreement between the beneficiary and the National Agency. The National Agency will assess the eligibility of these additional costs on a case-by-case.