



Erasmus+

Erasmus+2019-2020 COVID-19

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Guidelines for dealing with the response to disruptions and cancellations in the implementation of the 2019-20 Programme

The National Agency wishes to assist the institutions in dealing with the outcomes of the current COVID-19 pandemic which has severely disrupted normal practice in the activities of the NA, institutions, staff and students. The NA would like to thank the HEIs for the manner in which they have endeavoured to maintain their normal high standards of service delivery and for the responses to the many requests from the NA, students and others.

The NA has been in regular contact with the EC and fellow NAs in an endeavour to find solutions to the problems created by the virus and the way it has forced disruption and cancellations of mobilities to and from Ireland.

Force Majeure

The principle of force majeure is being enforced. This is defined in the grant agreement as “any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement...”. The declaration by the World Health Organisation (WHO) on 11 March 2020 of a global pandemic added further justification for the implementation of the force majeure principle. However, please bear in mind that:

- The use of the force majeure principle must be balanced by responsible and prudent responses and at this moment there can be **no increases to the budgets shown in the grant agreement.**

Role of the National Agency

The European Commission is allowing National Agencies to use their judgement as to what actions need to be taken when a beneficiary is not capable of fulfilling its obligations under

the grant agreement. In meeting this responsibility, the NA will work in close collaboration with the HEIs to deliver the best and fairest possible outcomes for the beneficiaries. It will be the duty of the NA, following a case-by-case assessment to consider the scope to which the force majeure principle is applied.

- In implementing this action, the NA will deal with submissions from HEIs in batches where the HEI will submit for decision, groups of cases which have been impacted by the crisis. A template for the submission of cases for decision will be drafted and forwarded to HEIs for use. The NA will be guided by the HEI's recommendation when making these decisions.

SECTION 1 - STUDENTS

Assessment/Recognition of Learning/Training

At the outset, the NA wishes to stress:

- that matters relating to putting in place alternative or additional assessment and recognition procedures for students who have had their mobility disrupted or cancelled **are the responsibility of their home institution in consultation with their host HEI or employer in the case of traineeships**. The learning agreement objectives will be an important instrument in guiding these decisions.
- HEIs should try to keep in regular contact with relevant students to allay their concerns and to minimise misinformation and other anxieties.
- The NA and EC would hope that HEIs will be as flexible as possible and that no student is disadvantaged due to the current crisis. Distance learning and assignments are considered eligible arrangements by the European Commission provided they contribute to the learning outcomes of the learning agreements.
- HEIs should keep detailed records of every case impacted by disruption/cancellation and any additional/exceptional costs incurred.

Student study and traineeship mobilities 2019-2020

KA103/KA107

- **Student Mobilities 2019-20 – Concluded agreements**

Where a mobility under the 2019-20 was successfully completed according to the terms of the grant agreement and learning agreement, the provision of the normal funds and reporting requirements must be complied with.

- **Student Mobilities 2019-20 – Cancelled mobilities**

In cases where HEIs/Students have decided to cancel the mobility, the beneficiary is entitled to receive the support covering travel (based on standard unit costs) if they were not able to cancel the booking and where reimbursement from the carrier company/insurance was not possible. In any case, the beneficiary should provide evidence that a booking was made and that their efforts to recover the costs from the airline/insurance were unsuccessful. If a student had already paid a deposit for accommodation in advance of departure, this will also be accepted as eligible for reimbursement provided evidence is provided that this expenditure cannot be recovered. The issue of costs incurred for online courses provided by the host institution has been raised with the EC. The NA is awaiting their response but in the meantime, HEIs should include these costs in their returns (where applicable).

- **Student Mobilities 2019-20 – Disrupted mobilities - where a student returns home**

- 1) Beneficiaries are entitled to keep all the pre-financing received so far. At a later stage (final report assessment), the EC has advised that they may be asked by their HEI to return part of the grant if they are in the situation described in point 3) below.
- 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)
 - d) 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 the beneficiary is authorised to keep the support.
- **Student Mobilities 2019-20 – situations where students have remained in the host country**
 - 1) Beneficiaries may 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.
 - 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 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 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 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.

- **Student Mobilities 2020-21 – study and traineeships**

The advice of the EC is that there is no reason to cancel mobilities due to start in September 2020 or later until there is more clarity on the situation. However no preparatory costs should be incurred.

KA107 – Additional Information

The guidelines for KA107 student mobilities are the same as for KA103. In addition:

- 2018 agreements (26 months) can be extended by a further 12 months – 31 July 2021.
- In relation to 2018 agreements, the NA is in a position to allow beneficiaries to derogate from the rule that forbids transfers between Partner Countries. However, the transfer can only be to another country covered by the same region/window.
- 2019 agreements (24 months) – these already can be extended by 12 months as a normal provision.

SECTION 2 - STAFF

In relation to staff mobilities, the NA will apply the same principles as outlined for students. Obviously, there are differences in the methodology for the distribution of the funds, but the NA will consider for reimbursement any expenditure incurred related to a realised or planned mobility on a case-by-case basis.

Online delivery of teaching is an eligible activity.

SECTION 3 – KA203 – STRATEGIC PARTNERSHIPS

The NA will consider extensions of grant agreements on a case-by-case basis for projects that are due to end on 31 August 2020.

SECTION 4 - NA-HEI IMPLEMENTATION ARRANGEMENTS

- The NA will accept scanned and signed agreements in pdf format submitted by email.
- HEIs **can retain** organisational support for the three situations outlined a) where a student/staff member returns home b) where the student/staff member remains abroad and c) where the student/staff mobility is cancelled.
- IT tools will be updated to accommodate the new conditions.