

EDUCATION, AUDIOVISUAL AND CULTURE EXECUTIVE AGENCY

## **ERASMUS+ PROGRAMME**

### **ADMINISTRATIVE AND FINANCIAL HANDBOOK ACTION 1: ERASMUS+: ERASMUS MUNDUS MASTERS COURSES (EMMC)**

Version May 2016

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## **PURPOSE OF THE ADMINISTRATIVE AND FINANCIAL HANDBOOK**

The purpose of this handbook is twofold; on the one hand it shall serve as a useful tool providing guidelines for the successful implementation of the Erasmus+: Erasmus Mundus Masters Course (EMMC); on the other hand it outlines the rules applicable to EMMC grants under the Erasmus+ Programme. The Handbook forms annex IV to the specific grant agreement; consequently, the rules contained in it are contractually enforceable.

Furthermore the Handbook is intended to serve both as a "*vade-mecum*" for Beneficiaries and as a management tool. It is intended to:

- help Beneficiaries to run the Masters Courses and the scholarship scheme efficiently;
- clarify various matters arising from the framework partnership agreement and the specific grant agreement and its annexes;
- provide practical information to which Beneficiaries may refer at the various stages of the Masters Courses and the scholarship scheme;
- provide guidance for Beneficiaries on handling the financial side of Masters Courses and the scholarship scheme in such a way that financial statements can be readily drawn up;
- ensure the smoothest possible relations between the parties involved by setting out an operational framework for the Masters Course and the scholarship scheme.

***The handbook should be used in conjunction with the Erasmus+ Programme Guide, the specific grant agreement and its annexes, the terms of which take precedence over those set out in the handbook.***

## **I. GLOSSARY**

**Associated Partners:** Contribute to the implementation of specific tasks/activities and/or supports the dissemination and sustainability of the EMMC. Such contribution may, e.g. take the form of knowledge and skills transfer, the provision of complementary courses or backing possibilities for secondment or placement. As they may have a more limited role in the implementation of the EMMC and their expertise might be needed on an ad-hoc basis only, associated partners are not subject to contractual requirements and do not receive funding. However, costs incurred by associated partners may be reimbursed by the EMMC consortium from the EU "contribution to the consortium's management costs" (lump sum).

**Beneficiary:** The Beneficiary (also referred to as "main Beneficiary" or "coordinating organisation"<sup>1</sup>) is the organisation that, on behalf of the consortium / partnership / network of participating organisations, has signed an agreement with the Agency; the Beneficiary has the primary legal responsibility towards the Agency for the proper execution of the agreement; it is also responsible for the day-to-day coordination and management of the project and for the usage of the EU funds allocated to the project.

**Consortium:** At least three participating HEIs from different Programme Countries teaming up to prepare, implement and follow up an EMMC course. The consortium can be extended to more organisations from Programme / Partner Countries.

**Contact person:** The person responsible for the necessary co-ordination and day-to-day management tasks at the implementation stage. The contact person is also the focal point for the Agency on any matters related to the project implementation.

**Double degree/multiple degree:** A study programme offered by at least two (double) or more (multiple) higher education institutions whereby the student receives, upon completion of the study programme, a separate degree certificate from each of the participating institutions.

**EACEA mobility tool (EMT):** An IT tool for registering the data of all students and scholars/guest lecturers taking part in an EMMC student intake, allowing the monitoring of implementation of the action in terms of mobility tracks, financial aspects and academic outputs. In this context and in the framework of the regular reporting obligations to the Agency, the data encoded in the tool will also be used for assessing the consortium's performance as regards the amount and accuracy of the EMMC scholarship utilisation. Access to the tool and the "*EMT User Manual*" are available via the following Agency link: <https://eacea.ec.europa.eu/mobility/index.cfm>

**ECTS (European Credit Transfer and Accumulation System):** A learner-centred system for credit accumulation and transfer based on the transparency of learning, teaching and assessment processes. Its objective is to facilitate planning, delivery and evaluation of study programmes and learner mobility through the recognition of qualifications and periods of learning. A system that helps to design, describe and deliver study programmes and award higher education qualifications. The use of ECTS credits, in conjunction with outcomes-based qualifications frameworks, makes study programmes and qualifications more transparent and facilitates the recognition of qualifications.

**EMMC Consortium Agreement:** An agreement obligatory to all EMMC's and signed by a legally authorised body of each of the consortium partners (and, if applicable, associated partners) clearly laying down the joint masters course academic, administrative and financial rules and procedures.

**EMMC mobility:** The EMMC study period must take place in at least two of the Programme Countries represented in the consortium (i.e. at least two mobility periods for all students). The minimum ECTS credits to be acquired during a single mobility period depend on the length of the Master course.

**EMMC student scholarships:** These scholarships include the students' participation costs (including

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<sup>1</sup> Please note that in exceptional cases the role of the coordinating organisation can be taken by another consortium full partner

the tuition fees, full insurance coverage and any other mandatory costs related to the students' participation in the course), a contribution to student travel and installation cost and a subsistence allowance for the entire duration of the EMMC study programme. Details on the EMMC student scholarship amounts are given in the table in section III.C.2.

**Erasmus Charter for Higher Education (ECHE):** An accreditation granted by the European Commission giving the possibility to HEIs from Programme Countries to be eligible to apply and participate in learning and cooperation activities under Erasmus+. The ECHE outlines the fundamental principles an institution should adhere to in organising and implementing high quality mobility and cooperation and states the requisites it agrees to comply with in order to ensure high quality services and procedures, as well as the provision of reliable and transparent information.

**Erasmus Mundus Students and Alumni Association (EMA):** EMA is the association of all EMMC students offering an international professional and personal network not only during the study period, but also after graduation. It serves as channel of communication for students, alumni, universities and the European Commission. The EMA website is the following:

<http://www.em-a.eu/>

**Erasmus+ Partner Country:** Country which does not participate fully in the Erasmus+ Programme. For the EMMC action any non-Erasmus+ Programme Country is considered as 'Partner Country'. Organisations established in a Partner Country may take part as partners or associated partners in an EMMC project.

**Erasmus+ Programme Country:** EU and non-EU countries that have established a National Agency and which participate fully in the Erasmus+ Programme. The list of Erasmus+ Programme Countries can be found in Part A of the E+ Programme Guide: "*Who can participate in the Erasmus+ Programme*" section.

**Erasmus+ Programme Guide:** The Erasmus+ Programme Guide gives information about the objectives, priorities and main features of the Programme, the Programme Countries, the implementing structures and the overall budget available. It provides guidelines and explanations to understand the objectives, the types of activities that can (or cannot) be supported, as well as the conditions under which the awarded grant can be used, e.g. the implementation provisions of EMMC activities, the conditions for receiving scholarships, etc. The Erasmus+ Programme Guide 2014 applicable to on-going EMMCs, to which the present Administrative and Financial Handbook 2015 refers, can be found on the following Agency website:

[http://eacea.ec.europa.eu/erasmus\\_mundus/beneficiaries/beneficiaries\\_action\\_1\\_en.php](http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/beneficiaries_action_1_en.php)

**Erasmus+ Programme Regulation:** Regulation (EU) N° 1288/2013 of the European Parliament and of the Council of 11.12.2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport (OJ L347, of 20.12.2013, p. 50).

<http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32013R1288&qid=1395671967554>

**EU Financial Regulation:** The **Financial Regulation (FR)** is the main point of reference for the principles and procedures governing the establishment and implementation of the European Union budget and the control of the EU finances. The FR is accompanied by the **Rules of Application (RAP)** which contain more detailed and technical rules that are essential for the day to day implementation of the FR. The references to these two Regulations are the following:

Regulation (EU, Euratom) N° 966/2012 of the European Parliament and of the Council of 25.10.2012 on the financial rules applicable to the general budget of the Union (OJ L298 of 26.10.2012) as amended by Council Regulation (EU, Euratom) 547/2014 (OJ L163 of 29.05.2014) and Council Regulation (EU, Euratom) 2015/1929 (OJ L286 of 30.10.2015).

Commission delegated Regulation (EU) N° 1268/2012 of 29.10.2012 on the rules of application of Regulation (EU, Euratom) N° 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L362 of 31.12.2012) as amended by Commission delegated Regulation (EU) N° 2015/2462 (OJ L342 of 29.12.2015).

[http://www.cc.cec/budg/leg/finreg/leg-020\\_finreg2012\\_en.html](http://www.cc.cec/budg/leg/finreg/leg-020_finreg2012_en.html)

**Framework Partnership Agreement:** The Agency concluded a five-year framework partnership agreement with the Beneficiary of each EMMC Consortium selected under the Erasmus Mundus Programme. It established an ongoing, formalised relationship of co-operation between the Agency

and the Beneficiary on the basis of common objectives in order to contribute to the aims of the Erasmus+: Erasmus Mundus programme. The framework partnership agreement is not a grant agreement, but identifies the Beneficiary of the EMMC Consortium as a privileged partner of the Agency, having the primary legal responsibility towards the Agency for the proper execution of the framework partnership agreement.

**Geographical Window scholarships:** Additional scholarships earmarked for nationals from specific countries or group of countries (e.g. Central Asia, ENI South, Gulf countries, etc.) and financed under specific EU budgetary instruments.

**"Heading 1" scholarships:**

Scholarships financed by the Erasmus+ main budget line, forming the core part of available funds/scholarships.

**"Heading 4" and EDF scholarships:**

Additional scholarships earmarked for nationals from specific countries or group of countries ("*geographical windows*"), e.g. Central Asia, ENI South, Gulf countries, etc. and financed under the following specific EU external action funding instruments:

- Development Cooperation Instruments (DCI): Asia, Central Asia, Middle East, Latin America, South Africa
- European Neighbourhood Instrument (ENI): ENI–East, ENI–South
- Partnership instrument (PI): Gulf countries
- European Development Fund (EDF): ACP countries

**Higher Education Institution:** Any type of Higher Education Institution (HEI) which, in accordance with national law or practice, offers recognised degrees or other recognised tertiary level qualifications, whatever such establishment may be called, or any institution which, in accordance with national law or practice, offers vocational education or training at tertiary level.

**Joint degree:** A single degree certificate awarded to a student upon completion of a joint study programme. The joint degree must be signed by the competent authorities of two or more of the participating HEIs jointly and is officially recognised in the countries where those participating HEIs are located.

**Joint Diploma Supplement:** An annex to the Master degree, which is designed to provide more detailed information on the studies completed according to an agreed format. It should be issued to graduates along with their EMMC diploma [multiple degree (at least double) or joint degree] providing a standardised description of the nature, level, context, content and status of the studies completed by the student, i.e. covering the entire programme and endorsed by all the degree awarding HEIs. It should be produced according to standards agreed by the European Commission, the Council of Europe and UNESCO. More information and examples can be found under the following website:

[http://ec.europa.eu/education/tools/diploma-supplement\\_en.htm](http://ec.europa.eu/education/tools/diploma-supplement_en.htm)

Graduates in all countries taking part in the Bologna Process have the right to receive the Joint Diploma Supplement automatically, free of charge and in a major European language.

**Irregularity:** An infringement of a provision of EU law or a breach of a contractual obligation resulting from an act or omission which has or would have the effect of prejudicing the general budget of the European Union or budgets managed by it through unjustified expenditure.

**Legal Representative:** The person authorised to enter into legal and financial commitments on behalf of the Applicant / Beneficiary organisation.

**Participating organisation:** Any organisation involved in the implementation of an EMMC project. Depending on their role in the project, participating organisations can be applicants, partners or associated partners.

**Partner within the consortium:** Any higher education institution, which participates in an EMMC Programme and which has signed a letter by which it undertakes, according to the agreed arrangements with the applicant/Beneficiary, to contribute to the implementation of the EMMC Programme.

**Specific Grant Agreement:** On the basis of the framework partnership agreement, the Agency concludes annually specific grant agreements with the Beneficiary of each EMMC Consortium selected under Action 1 of the Erasmus Mundus Programme and whose framework partnership agreement was amended in 2014 under the Erasmus+ Programme. The duration of the specific grant agreement corresponds to the length of the Masters Course.

**Student Agreement:** An agreement, obligatory to all EMMCs, signed between the Consortium and each student enrolled in the joint masters course explicitly indicating any academic, financial and administrative modalities related to the student's participation in the joint course and, if applicable, the award and usage of the scholarship. The parties signing the agreement commit themselves complying with all the arrangements agreed (in line with the EMMC rules stipulated in the Erasmus+ Programme Guide), thereby insuring that both parties are fully aware of the mutual rights and obligations resulting from the implementation/participation in the course. This should include the provisions on evaluation of the EMMC course as a whole and of the teaching modules in particular. Practical guidelines on aspects recommended to be covered can be found on the following Agency website:  
[http://eacea.ec.europa.eu/erasmus\\_mundus/beneficiaries/beneficiaries\\_action\\_1\\_en.php](http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/beneficiaries_action_1_en.php)

**Student intake:** An EMMC edition.

**Student candidate withdrawal:** Following the student selection process and the encoding of the results in the EMT, and the Agency's formal confirmation of the individual scholarship award, the consortium should confirm the EMMC scholarship offer to the students encoded on the "main list". At this stage, if a student does not accept/reject the EMMC scholarship offer, this is considered a student candidate "**withdrawal**" case.

**Student candidate scholarship cancelation:** In case an EMMC scholarship is offered and accepted by a student candidate and for whatever reasons the student renounces/cancels her/his participation in the Master (informs the consortium that s/he cannot start the study programme), this is considered a student candidate scholarship "**cancelation**" case.

**No-show of a student candidate:** When an EMMC scholarship is offered and accepted by a student candidate and - for whatever reasons the student without having informed the consortium in advance - does not start the study programme, this is considered a "**no-show**" of a student candidate.

**Student drop-out:** In case an EMMC scholarship holder decides to discontinue the study programme, or is expelled by the consortium during the master course, this is considered a student "**drop-out**" case.



## **II. MODIFICATION OF THE AGREEMENT**

A smooth and efficient running of the EMMC and its scholarship scheme may require adaptations and improvements as compared to the elements presented in the original proposal.

Most of these adaptations/improvements will be implemented by the consortium on an ongoing basis and in close cooperation with the Agency. They will be communicated, clarified, confirmed by the two parties during email exchanges, telephone conversations, meetings and/or the regular reporting milestones on the implementation of the EMMC activities and the payment of the scholarships.

However, some changes and modifications may have an impact on the framework partnership and/or specific grant agreements (e.g. the duration of the agreement, the reporting deadlines, the grant composition, the Beneficiary's information or the content/structure of the EMMC programme itself). Because of these contractual consequences, such changes will have to be dealt with through amendments.

Modifications should always be requested before they are implemented, and never retroactively. It is strongly recommended to ask for the Agency's advice as soon as any changes are envisaged by the consortium in order to avoid misunderstandings on the admissibility and impact of the changes. The Agency will examine the justification for a modification and decide whether or not to approve the requested change (see sections II.A and II.C below).

Where a request for modification requires the framework partnership and/or specific grant agreements to be amended (see sections II.A, II.B and II.C below), the Beneficiary must send to the Agency a written request, dated and signed by its **legal representative**. In order to be admissible, amendment requests must be submitted at least one (1) month before the end of the period of eligibility as detailed in the specific grant agreement, except in cases duly substantiated and accepted by the Agency. When necessary the Agency may also request a change to the agreement(s).

Unless otherwise specified, the modification(s) will enter into force once the Agency has sent a signed letter/e-mail to the coordinator.

Depending on the nature of the modification, amendments may be done through different procedures.

### **A. AMENDMENTS VIA AN EXCHANGE OF LETTERS**

Before any amendment can take effect, it needs to be agreed in writing.

A request for amendment must be submitted by the Beneficiary / coordinating organisation and will be handled in close cooperation with the Agency. A request for an amendment sent by email is accepted on the condition that it is a scanned copy of the original duly signed by the legal representative and attached to the email.

Requests for changes leading to a modification of the framework partnership and/or specific grant agreements must be supported by a detailed justification and provide full details of the desired changes. The Agency acknowledges receipt of an amendment request and, if necessary, requests further information (e.g. missing accompanying documents/justifications). Failure to provide such supporting documentation will considerably delay the review process and may lead to the refusal of the request. It should also be noted that if no modification request has been submitted, a change in the project implementation will cause serious difficulties at final report stage and in certain circumstances may thus result in a reduction of the final grant.

Once an amendment request has been approved, the Agency shall inform the coordinating organisation through a letter of amendment. Pending such exchange of letters, the requested changes are not considered approved by the Agency.

#### **A.1 Change in the consortium composition**

The EMMC was approved on the basis of the Consortium proposed by the applicant in the application. The Consortium is a decisive factor for the quality of the EMMC Programme. Any change in the

Consortium is therefore a substantial change to the EMMC Programme.

A change in the Consortium may involve one of the partners or the Beneficiary. The latter case is dealt with separately (see point A.2 below) since it also implies a change in the legal responsibility under the agreement.

As a general rule, a change in Consortium may result from:

- the joining of one (or more) additional partner(s) (which may under no circumstances lead to an increase in the grant awarded);
- the withdrawal of one (or more) partners;
- the replacement of one partner by another, or the change of status from associated partner to full partner and vice versa.

These events will necessarily have an impact on the content and, maybe, the quality of the EMMC Programme, since the withdrawal of one of the partners or the joining of a new partner changes the structure of the EMMC Programme and will affect its teaching/research content. A change in Consortium will also impact on mobility arrangements. It can also have consequences in financial terms, in particular as regards the distribution of the grant and the scholarships among partners, as well as the payment modalities. The Agency will acknowledge receipt of a valid request for amendment by the Beneficiary or, if necessary, request further information.

If a change in Consortium is envisaged a new and full description of the role of each partner institution must be submitted to the Agency. This description will be assessed against the eligibility, selection and quality criteria used at application stage, if necessary with the help of external academic experts. Should the new Consortium be judged ineligible or insufficient in quality, the 5-year framework agreement will be terminated.

It should be stressed that should a partner leave the EMMC Programme during the period of eligibility, the use of the lump sum and the payment of scholarships by that partner remains an eligible expenditure of the Consortium, provided this expenditure has happened before the partner's withdrawal and that the Beneficiary is able to supply the relevant supporting documents regarding the payment of scholarships.

NOTE: Joining/withdrawal of associated partners are not considered amendments. The notification and approval procedures are explained further below in this handbook (see section D below).

## **A.2 Change of the Beneficiary/Coordinating organisation**

A change of the Beneficiary/Coordinating organisation implies a change in the legal liability under framework and running specific grant agreements and is always subject to an amendment procedure. It should be noted that the new Beneficiary will be responsible for all obligations under the remaining duration of the framework partnership agreement and the entire duration of any specific grant agreement still valid at the time of the amendment (i.e. from the start of the specific grant agreement until its end). Please note that responsibility on closed specific grant agreements remains with the Beneficiary organisation at the time of closure.

A change of Beneficiary may occur for several reasons:

- the former Beneficiary no longer exists (e.g. change in legal status, also due to a merger, etc.);
- the former Beneficiary still exists, but proposes to withdraw (e.g. no longer willing or able to implement the project);
- assignment (the Beneficiary is replaced by a legal entity which is not a member of the consortium).

A change of Beneficiary should always be endorsed by both organisations concerned (endorsement signed by their Legal Representatives): the former Beneficiary who renounces to all its rights and obligations in the context of the framework and specific grant agreement(s) concerned and the new one who agrees to take over the full responsibility of running agreements from the start until the end (i.e. also, where applicable, for activities undertaken before it became the coordinating organisation). In this context, the former Beneficiary must transfer the balance of any pre-financing of the grant not

yet used to the new Beneficiary. In addition, the written endorsement of all the partners is required in order to approve the proposed new Beneficiary.

In case of assignment a special three-party contract will have to be signed when the new Beneficiary is not already a member of the consortium.

If the change of the Beneficiary has an impact on the content or the quality of the EMMC Programme, a new and full description of the EMMC Programme and the role of each partner institution must be submitted. This description will be assessed against the eligibility, selection and quality criteria used at application stage, if necessary with the help of external academic experts. Should the new Consortium be judged ineligible or insufficient in quality, the 5-year framework partnership agreement will be terminated.

### **A.3 Change in the period of eligibility**

Amendments concerning a change in the period of eligibility should be rare as the period of eligibility is linked to the academic year(s) in which the scholarships have to be paid out. Requests to extend the period of eligibility will only be accepted if, after careful scrutiny, the Agency deems that the extension will benefit the ongoing EMMC Programme and/or scholarship recipients.

Any request for extending the period of eligibility will lead to postponing the final report submission deadline accordingly. The extension of the eligibility period cannot exceed 12 months and cannot give rise to additional funding for the consortium or a scholarship holder.

An extension of the duration of an intake will not be granted in the following cases (non-exhaustive list):

- missed or delayed course enrolment and/or missed/delayed start of mobility because of administrative formalities (e.g. delayed/denied approval of visa or residence permit);
- missed or delayed start of study modules, internship, placement, field work study, or Master thesis activities for reasons accountable to the consortium;
- poor academic performance and/or failure of exams.

Unless justified medical reasons apply (applicable to the student or a direct family member), an extension of the duration of an intake cannot be taken into consideration.

### **A.4 Major changes in the EMMC**

Selected EMMCs must remain of the highest level of academic and research activities during the entire period covered by the Framework Partnerships Agreement.

Therefore, it is logical and desirable that the content of an EMMC Programme can be adapted to recent developments in the field on a regular basis. This type of ongoing adaptations of the EMMC (e.g. new/revised training activities, seminars, conferences, etc. offered to the consecutive intakes of students) will be communicated to the Agency in the context of the regular reporting obligations attached to each of the five specific grant agreements.

However it could happen that major changes are envisaged in the content and/or structure of the EMMC (for instance for the creation of different/new mobility tracks, a modification in the study area initially covered, a substantial change in the management structure of the consortium, a change in the linguistic aspects or in the facilities/services offered to students, etc.). Because these types of modifications will (/may) have an impact on the overall quality of the original proposal, they must be the object of a request for an amendment that will include a thorough description of the changes envisaged and their impact on the original proposal.

Depending on the scope and the impact of the modifications requested, the Agency reserves the right to have them assessed by external academic experts. If the proposed changes undermine the quality of the EMMC Programme or the basis on which the selection decision has been taken, the Agency may decide to reject them.

It should be noted that the selected EMMC consortia commit themselves to maintaining the

programme substantially in the form approved over the five-year period. The Agency will therefore not approve substantial changes to the content of the EMMC Programme (e.g. change of discipline or subject of the Course) as such changes would undermine the basis on which the selection decision has been taken.

Because the difference between the regular adaptation (/improvement) of the EMMC and a major change of its content or structure can be understood/perceived differently, it is strongly recommended to ask for the Agency's advice as soon as such changes are envisaged by the consortium. This will allow to clarify the scope of the change envisaged and to specify the relevant procedure that will have to be followed.

#### **A.5 Change in the scholarship allocation between Partner and Programme country categories**

As the grant consists of a lump sum amount for the consortium and an amount based on unit costs for scholarships these cannot be increased nor can a scholarship be awarded to a student for an additional month in order for him / her to "catch up" with his / her studies. However, in the eventuality that the Consortium is left with unused scholarship (full or partial) following for instance drop-outs or no-show of student candidates (either in Partner or Programme country category), an exceptional transfer can be requested to compensate for a possible over-demand in the other category (either Partner or Programme country). The Agency will confirm the change in the budget by way of sending a letter of amendment or, if necessary, requesting further information. Pending such exchange of letters, changes are not considered approved by the Agency.

#### **NOTE:**

As a general rule, the Agency will not accept reallocation of scholarships if:

- there is an eligible candidate under the category from which the transfer is requested;
- the transfer request concerns two different budgetary headings (e.g. between Heading 1 – the core budget financing the main list partner and programme country students and Heading 4 – the EU external relations funding instruments financing the geographical window scholarships).

#### **A.6 Change of Legal Representative within the Beneficiary organisation**

The letter (signed by the new legal representative) notifying the change to the Agency must be accompanied by an official original document confirming the capacity of the new legal representative to enter into legal / financial binding commitments on behalf of the Beneficiary. The Agency will either confirm the change by way of sending a letter of amendment or, if necessary, request further information. Pending such exchange of letters, changes are not considered approved by the Agency.

#### **A.7 Change of bank account information**

Change of the bank account information must be notified to and formally approved by the Agency. Such notification must include a revised, completed financial identification form available on the following website:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm).

Once approved the Agency shall inform the Beneficiary accordingly via a letter of amendment. Pending such exchange of letters, changes are not considered approved by the Agency.

#### **A.8 Extension of deadline for submission of reports exceeding 30 days**

A change in the deadline for the submission of reports exceeding 30 days (without the extension of the eligibility period) must be submitted as soon as possible, and before the initial contractual deadline has been reached. The prolongation request needs to be duly justified.

If it affects the eligibility period, then it will have to be checked whether a prolongation of the duration of the eligibility period should be envisaged and whether such a change is in line with the provisions outlined under section II.A.3 above.

## B. AMENDMENTS VIA THE EACEA PARTICIPANT PORTAL

The EACEA Participant Portal allows the EMMC Beneficiary and the other EMMC participating organisations to register any changes related to their legal entity. The signature of the legal representative is replaced by the Legal Entity Appointed Representative (LEAR), logging in into the Participant Portal and submitting the information related to the change.

Changes of organisation data of a Beneficiary will have to be communicated by the Legal Entity Appointed Representative (LEAR), or the person with Account Administrative role, and provide the supporting documents<sup>2</sup> via the **My Organisations** option in the organisations menu by using the Unique Registration Facility (URF) hosted in the EACEA Participant Portal under the following link: <https://ec.europa.eu/education/participants/portal/desktop/en/organisations/register.html>

Changes made by the Beneficiary in the Participant Portal are considered to be sufficient and deemed to be equal to an amendment request.

Updates of the Beneficiary's legal records may concern changes in the following data:

- ▶ Legal name
- ▶ Legal address
- ▶ VAT n°
- ▶ Registration n°
- ▶ Legal status (*SPRL, SA, etc.*)
- ▶ Legal type (*legal-natural person, NGO, Public, Private, Non Profit*)
- ▶ Language
- ▶ Website

The authentication status of the organisation will change in the IT tool and the validation team in charge will treat the change request, verify the new data and authorise the changes as appropriate. Once the changes are validated, the Agency's databases will be updated automatically and an automatic request for amendment of Beneficiary data will be created in its IT systems.

Provided that the changes are compatible with the eligibility, exclusion and selection criteria applied during the selection process (including where applicable proof of operational and financial capacity), the Agency will approve the changes and the Beneficiary concerned will be informed accordingly by means of a notification sent to this organisation. Pending such notification, the above-mentioned changes of the legal status are not considered approved by the Agency.

Typically such modification requests occur following a privatisation of a public body or vice-versa, a take-over by another organisation, or following a merger of two existing legal entities. Such changes often entail changes of the bank information as well, which also will require an amendment via an "Exchange of letters" (see A.2 and A.7).

### B.1 Change of the legal status/type of Beneficiary

The new legal status/type of a Beneficiary has to be examined to ensure that it still fulfils all the eligibility and selection criteria originally applied. If this change results in non-fulfilment of the eligibility and/or selection criteria, this should be regarded as equivalent to termination of its participation. It will also be verified whether the eligibility criteria at project level are still respected. If this is not the case, this should be regarded as equivalent to termination of the framework partnership and/or specific grant agreements.

### B.2 Change of legal name of a Beneficiary

In certain cases, what appears to be a change of the legal name may in fact refer to a different change

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<sup>2</sup> An updated and duly completed and signed Legal Entity form available under the following website: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm) together with the related supporting documents.

(e.g. new legal entity, transfer of rights and obligations), which may require other supporting documents to be provided and a different treatment. In case of doubt, the Beneficiary must contact the Agency and provide the details needed in order to be able to decide the course to be taken.

### **B.3 Change of legal address**

The change will be accepted provided that it is still compatible with the eligibility criteria. The Agency notification will take the form of a letter in case of change of the legal address of the Beneficiary.

### **B.4 Change of language/website**

The Agency will acknowledge the change occurred.

## **C. AMENDMENTS BY EMAIL**

Considering the limited risk related to the following changes, the reply of the Agency can be an email.

### **C.1 Change of the Consortium Contact person (i.e. responsible for the management of the EMMC)**

A request for amendment has to be sent, which can be an email or a letter attached to an email. If it is a letter attached to an email, it should be signed by the legal representative of the Beneficiary. If it is an email, the legal representative should be at least in carbon copy (Cc) of the email. The email/letter should specify all relevant contact details of the new contact person, i.e. title/full name, department/faculty if relevant, role in the organisation, email, business address, telephone.

## **D. MODIFICATIONS REQUIRING A NOTIFICATION TO THE AGENCY**

In complement to the EMMC changes leading to a modification of the agreement that are presented under section II A, B and C above, other changes may occur as the ones mentioned below which will not affect the agreement but nevertheless require a notification to the Agency (by letter or e-mail sent by the legal representative or the contact person) in order to be recorded in its relevant management tools and taken into account for the efficient monitoring of the joint programme.

### **D.1 Change of an associated partner within the consortium**

A change of an associated partner within the Consortium does not modify the agreement. However since the associated partner may play an important role in the promotion, implementation, evaluation and sustainable development of the EMMC and the Consortium, such change must be notified to the Agency.

The Agency will acknowledge receipt of the notification by the Beneficiary and if necessary request further information. Once accepted the Agency shall notify the Beneficiary accordingly.

### **D.2 Change of deadline for submission of reports (up to 30 days)**

A prolongation of the submission deadline of a report up to one month may be requested via a simple notification sent by the EMMC contact person. The prolongation request must be duly justified. The Agency will acknowledge receipt of the request and will notify the EMMC contact person in writing.

### **D.3 Change of contact data of the legal representative / contact person / partner**

While the change of the legal representative of the Beneficiary, or of the EMMC contact person, affects the agreement and has to be handled via the procedures described under A.6 and C.1 above, changes in their contact data (as well as the partners' contact data) just have to be notified in writing to the Agency in order to update the relevant management tools.

### **E. OTHER**

All other changes that are not covered by the examples indicated under the above sections A, B, C and D will be communicated to the Agency in the context of the regular reporting obligations attached to each specific agreement (see Section IV of the handbook). This may concern for instance, minor changes (/ongoing improvement) of the EMMC content and/or structure.

EMMC Consortia should nevertheless be very careful to ensure that such changes are not in conflict with the basic requirements of the programme and/or that they do not affect the overall quality of the original proposal.

As a result, in case of doubt, the Beneficiary is invited to liaise with their contact persons in the Agency in order to verify the suitability of the change envisaged and, if applicable, the relevant procedure that will have to be followed.

### **Force majeure**

A situation of *force majeure* (Article II.9 of the framework partnership agreement) may lead to two different situations:

- temporary suspension of the action; or
- changes in the action (without suspension)

that will both require an amendment.

- If the action had to be suspended because of force majeure, an amendment referring to the suspension (Article II.8 of the framework partnership agreement) is necessary.
- If the Beneficiary does not wish to suspend the implementation but is proposing some changes (content of the course, budget etc.) in order to overcome the force majeure, the amendment will not refer to a suspension, but to the changes of content of the course, budget etc.

If because of *force majeure* the action or a part of it was suspended, once it can be resumed, the Beneficiary will have to submit a request for an amendment. In most cases, apart from any changes in the content and/or budget which may be required, the eligibility period of the project will be extended (please see II.A.3 and II.A.4). Usually the duration of this prolongation is equal to the one of the suspension, unless there is a justified reason to establish a different period of prolongation or even no prolongation at all. This will depend on the part of the action which could still be implemented, and in any case it will have to be assessed on a case-by-case basis. Furthermore, such an amendment should respect any restrictions imposed by the specific grant agreement, e.g. the maximum duration of the eligibility period and/or a fixed end date of the supported actions.

However, once the reasons for the suspension are lifted, it could be that completing the tasks as originally planned is no longer possible (e.g. the site where the project should take place has been completely devastated making the implementation of the planned activities impossible). It may also turn out that only part of the initially agreed project could be implemented. The possibility to adapt the grant (its content, budget, etc.) to the new implementing conditions would need to be explored in every specific case, with due regard to the main principles for amendments. If the intended amendment puts into question the award decision or the equality of treatment, the specific grant agreement would need to be terminated.

## F. SUMMARY TABLE OF AMENDMENTS/MODIFICATIONS TO THE GRANT AGREEMENT

	<b>A</b> EXCHANGE OF LETTERS (Amendment)	<b>B</b> AMENDMENTS VIA THE EACEA Participant Portal (Amendment)	<b>C</b> AMENDMENTS BY EMAIL (Amendment)	<b>D</b> NOTIFICATION (Modification)
<b>CHANGES</b>	<ol style="list-style-type: none"> <li>1) Change in the consortium composition</li> <li>2) Change of the Beneficiary/coordinating organisation</li> <li>3) Change in the period of eligibility</li> <li>4) Major changes in the EMMC Programme</li> <li>5) Change in scholarship allocation</li> <li>6) Change of the legal representative of the Beneficiary</li> <li>7) Change of bank account</li> <li>8) Change of deadline for submission of reports &gt; 30 days (<i>without extension of eligibility period</i>)</li> </ol>	<ol style="list-style-type: none"> <li>1) Change in the legal status/type of the Beneficiary</li> <li>2) Change of legal name of the Beneficiary</li> <li>3) Change of legal address</li> <li>4) Change of language/website</li> </ol>	<ol style="list-style-type: none"> <li>1) Change of the contact person (<i>i.e. person dealing with EMMC on a daily basis</i>)</li> </ol>	<ol style="list-style-type: none"> <li>1) Change of an associated partner within the consortium</li> <li>2) Change of deadline for submission of reports (&lt; 30 days)</li> <li>3) Changes of contact data of the legal representative / contact person</li> </ol>
<b>PROCEDURE</b>	<p>Request for an amendment by letter (sent by email), with supporting documents attached, dated and signed/sent by the legal representative of the Beneficiary.</p> <p>Submission of the request:</p> <p>For 1), 2), 3), 4) and 5) above:</p> <ul style="list-style-type: none"> <li>• <b>before it is due to take effect</b></li> </ul> <p>For 6) and 7) above:</p> <ul style="list-style-type: none"> <li>• <b>as soon as the change occurs</b></li> </ul> <p>For 1) to 8) above:</p> <ul style="list-style-type: none"> <li>• <b>at least 30 calendar days before the end of the eligibility period of the specific grant agreement</b></li> </ul>	<p>Request for an amendment via the EACEA Participant Portal, introduced by LEAR.</p> <p>Submission of the request:</p> <ul style="list-style-type: none"> <li>• <b>as soon as the change occurs</b></li> </ul>	<p>Request for an amendment by an email (or a letter dated and signed/sent by the legal representative of the Beneficiary attached to an email), where relevant, together with supporting documents.</p> <p>Submission of the request:</p> <p>For 1) above:</p> <ul style="list-style-type: none"> <li>• <b>as soon as the change occurs</b></li> </ul>	<p>Submission of the request for modification:</p> <ul style="list-style-type: none"> <li>• <b>as soon as the change occurs</b></li> </ul>



<b>EACEA</b>	<p>Acknowledgement of receipt will be sent.</p> <p>The Agency approves or rejects the request for amendment in writing within <b>30 calendar days (indicative) after</b> receipt of the request.</p> <ul style="list-style-type: none"> <li>• Following approval/validation, the Agency sends an amendment letter. Pending such exchange of letters, changes are not considered as approved by the Agency.</li> </ul>	<p>Acknowledgement of receipt will be sent.</p> <ul style="list-style-type: none"> <li>• A notification of the amendment occurred will be sent.</li> </ul>	<p>Acknowledgement of receipt will be sent.</p> <p>The Agency approves or rejects the request for amendment in writing within <b>30 calendar days (indicative) after</b> receipt of the request.</p>	<p>For 1), 2) and 3) above:</p> <p>The Agency sends a notification in writing within <b>30 calendar days (indicative)</b> acknowledging the change occurred.</p>
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### **III. MANAGEMENT OF THE GRANT AND THE EMMC**

#### **A. FRAMEWORK PARTNERSHIP AGREEMENT**

The Agency concluded a five-year framework partnership agreement with each selected EMMC consortium. This framework partnership agreement is not a grant agreement, but it is used to define the minimal requirements and contractual conditions under which the successive specific grant agreements will be signed by both parties.

#### **B. ANNUAL SPECIFIC GRANT AGREEMENTS**

On the basis of the framework partnership agreement mentioned above, specific grant agreements are concluded between the Beneficiary and the Agency every year throughout the five-year period covered by the framework partnership agreement. The duration of each specific grant agreement corresponds to the length of the Masters Course offered. The specific grant agreement contains the funding for the scholarships and for the lump sum payment.

Once an EMMC has been selected, the Agency examines the consortium's grant application for scholarships submitted on a yearly basis (and for 5 consecutive years) by the co-ordinating institution. The grant application includes the list of students proposed for scholarships in the next Masters Course as well as the budget proposal for the corresponding scholarship funds.

Thereafter, the Agency determines the EU grant in accordance with the rules set out in the Erasmus+ Programme Guide, the invitation to apply and the application form. The EU funding for the scholarships and the management lump sum contribution<sup>3</sup> is specified in Annex II of the specific grant agreement, which thereby becomes a reference point for the assessment of the various Reports to be submitted (see Section IV).

The specific grant agreement is concluded annually throughout the five-year period subject to:

- whether the course has been delivered in accordance with the proposal and the Erasmus+ programme rules
- whether high standards of quality have been maintained
- approval by the Agency of the annual grant application for scholarships submitted by the co-ordinating institution of the consortium which includes a list of (Partner and Programme country) students proposed to participate in the next Masters Course as well as the budget proposal for the corresponding scholarship funds. The details of the selected students have to be submitted through the EACEA Mobility tool (EMT). Each year the Agency will provide all consortia concrete instructions on the use of the EMT and concerning the grant application, in line with the Erasmus+ Programme Guide and the invitation to apply.

#### **C. COMPOSITION OF THE EU GRANT**

The EMMC grant is divided in two (2) different components:

- Erasmus Mundus Masters Course management
- Erasmus Mundus Masters Course student scholarships

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<sup>3</sup> Commission Decision C(2013)8550 of 04.12.2013 on "The use of lump sums, the reimbursement on the basis of unit costs and the flat-rate financing under the 'Erasmus+' Programme":

[http://ec.europa.eu/dgs/education\\_culture/more\\_info/awp/docs/c\\_2013\\_8550.pdf](http://ec.europa.eu/dgs/education_culture/more_info/awp/docs/c_2013_8550.pdf)

Commission Decision C(2014)6158 of 03.09.2014 on "The use of reimbursement on the basis of unit costs for Erasmus+ Programme – international dimension of higher education financed by Heading 4 funds":

<http://ec.europa.eu/transparency/regdoc/>

## C.1 EMMC Management (Lump-sum contribution)

Maximum contribution to the consortium management costs <sup>4</sup> and costs for invited scholars and guest lecturers	EUR 50 000 per intake
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The Agency pays a maximum lump sum contribution in the amount of maximum EUR 50 000 (one intake) to the EMMC Beneficiary in accordance with the payment arrangements laid down in the specific grant agreement. Although the Agency does not request financial justifications for the payment of the lump sum contribution<sup>5</sup>, it needs nevertheless, through the reporting obligations and for statistical reasons, to be informed how the lump sum contribution was used, i.e. distribution within the consortium, course promotion, website of the course, etc.

The lump sum contribution shall also cover the mandatory involvement of high-level scholars/guest lecturers to increase the course attractiveness as well as the participation of the Beneficiary in events organised by the Agency (e.g. EMMC coordinators conference, EMMC cluster meetings, etc.).

The EMMC consortium is expected to put in place a selection procedure for scholars/guest lecturers and engage those holding an outstanding academic and/or professional profile. They can come from both Programme and Partner Countries and their involvement should bring added value to an EMMC student intake in terms of student-centred teaching/lecturing, research activities, Master thesis support, academic/professional networking, etc. The performed tasks and results from scholar engagements within the EMMC must be described in the context of the mandatory project reporting.

### **Scholar/guest lecturers' remuneration**

Each EMMC is expected to engage minimum 4 different scholars/guest lecturers per student intake for a minimum of 8 weeks in total per intake. A "week" is defined as minimum 4 out of 7 consecutive calendar days.

NOTE: It is not possible to consider 8 consecutive days as 2 weeks.

Scholar/guest lecturers' mobility is considered eligible in the following cases:

- mobility between the partners of the consortium (including to/from associated partners);
- mobility from outside the consortium, in case such mobility is clearly linked to the Master course.

A scholar/guest lecturer paid by other EU funding scheme (including other Erasmus+ actions) cannot be considered eligible, nor can be reported as an EMMC scholar week.

There is no maximum number of EMMC scholars to be engaged per student intake. The minimum duration per engagement of an EMMC scholar is 4 to 7 consecutive calendar days (= one week). Days of scholar work may include travelling time.

The remuneration of scholars/guest lecturers from the management lump sum contribution can be fixed by the consortium. The amount to be paid to scholars should cover both travel/installation contribution and working fees. Details of the scholars' engagement in the EMMC in terms of mobility duration, nationality, origin and hosting HEI, activities carried out, etc. must be duly encoded in the EMT. The Agency will reduce the amount of the lump sum by EUR 1 950 for each scholar week not duly carried out and/or reported.

<sup>4</sup> Costs incurred by associated partners may be reimbursed by the EMMC consortium only from the EU "contribution to the consortium's management costs" (lump sum).

<sup>5</sup> For technical and financial checks, audits, interim and final evaluation purposes, the Beneficiary shall keep all relevant original documents, especially accounting and tax records for a period of five years starting from the date of payment of the balance.

## C.2 EMMC Student Scholarships

The EMMC student scholarships include:

- a contribution to the students' participation costs (including the tuition fees, library and laboratory costs, full insurance coverage and any other mandatory costs related to the students' participation in the Master);
- a contribution to student travel and installation costs;
- a monthly subsistence allowance for the entire duration of the EMMC study programme.

As the contribution to student travel and installation costs (see C.2.2 below) and the monthly subsistence allowance (see C.2.3 below) depend on the place of residence of a scholarship holder, EMMC consortia are invited to consult the [PRADO website](#) (Public Register of Authentic Travel and Identity Documents Online) published by the General Secretariat of the Council of the European Union, with information on a list of documents that could serve as proof for determining the legal residency of a person. EMMC consortia are invited to take note of the relevant documents for a student candidate as appropriate, in order to be able to enter the right place of residence in the EACEA Mobility Tool (EMT).

Details on the EMMC student scholarship amounts are given in the tables below:

### C.2.1 Contribution to the participation costs

Contribution to the participation costs	up to EUR 9 000 per year per scholarship holder from a Partner Country
	up to EUR 4 500 per year per scholarship holder from a Programme Country

NOTE:

- Students whose citizenship is one of the Erasmus+ Partner Countries, and who are not residents nor have carried out their main activity (studies, training or work) for more than a total of 12 months<sup>6</sup> over the last five years in any Programme Country, count as Partner Country students<sup>6</sup>. The five-year reference period for this 12-months rule is calculated backwards as from the submission deadline (defined by the consortia) of applying for an EMMC student scholarship.
- Students whose citizenship is one of the Erasmus+ Programme Countries count as Programme Country students. Students with a Partner Country citizenship who do not fulfil the Partner Country criteria defined above (12-months rule) count as Programme Country students.
- Students with a double nationality (of a Partner and of a Programme Country) must specify the nationality under which they submit their scholarship application.
- The amount of the EU grant contribution to the participation costs (see Annex II of the specific grant agreement) is calculated based on the participation costs per Programme and Partner Country student submitted by the consortium at application stage.
- The participation costs charged for student enrolment in the intake must be clearly announced on the EMMC's website. For a given intake, should the amount per student on the website be lower than the participation costs per student (Programme and/or Partner Country) as stipulated in Annex II of the specific grant agreement and/or encoded in the EMT, the Agency will consider the one announced on the EMMC website for determining the final amount of the grant. This may therefore result in a lower EU grant contribution.
- For each student and each intake, actual participation costs in excess of the EU grant contribution for Programme/Partner Country students (see Annex II of the specific grant

<sup>6</sup> The 12-months residency rule should not apply to the Partner Country candidates who for various reasons and under various circumstances have sought refuge and received a refugee status in a Programme Country.

agreement: "unit cost per student") must be covered by the consortium and cannot be charged to the scholarship holder, i.e. consortia grant the EMMC scholarship holders a fee waiver.

### C.2.2 Contribution to the travel and installation costs

Contribution to the travel and installation costs	EUR 1 000 per year per scholarship holder resident of a Programme Country for travel costs
	EUR 2 000 per year for travel costs + EUR 1 000 for installation costs for scholarship holder resident of a Partner Country whose location is situated at less than 4.000 km from the EMMC coordinating institution
	EUR 3 000 per year for travel costs + EUR 1 000 for installation costs for scholarship holder resident of a Partner Country whose location is situated at 4.000 km or more from the EMMC coordinating institution

#### NOTE:

It is the responsibility of the consortium to verify the place of residence of the student candidate. The place of residence should be verified on the basis of the provision of the documents listed in the [PRADO website](#). For example:

- a residence certificate issued in accordance with the candidate's municipality normal registration rules;
- a certificate from the candidate's place of work, study or training issued by the employer or institution in question.

Both documents must have been issued within 12 months before the submission deadline of applying for an EMMC student scholarship, i.e. the consortium's official deadline for student application.

The contribution to the travel costs takes into account the country of residence of the scholarship holder. A unit cost per academic year and a distance band of 4.000 km applies to **any** student resident of a Partner Country (including students with a Programme Country citizenship). Students resident of a Programme Country (including students with a Partner Country citizenship) are covered by a fixed unit cost of EUR 1 000 per academic year. Consortia are invited to use the "Distance calculator" available on the following Erasmus+ website: [http://ec.europa.eu/programmes/erasmus-plus/tools/distance\\_en.htm](http://ec.europa.eu/programmes/erasmus-plus/tools/distance_en.htm) in order to calculate the travel distances from the scholarship holder city of residence to the city of the coordinating institution, and to decide the distance band (unit cost) applicable to scholarship holders.

A contribution to installation costs is offered only to students resident of a Partner Country (EUR 1 000 per intake). It is an incentive to help covering the additional costs related to the issuing of visas, residence permits, etc. as well as the temporary accommodation needs upon arrival in the first Programme Country hosting HEI and the subsequent mobility trajectories.

The specificities applicable to each scholarship holder must be duly encoded in the EMT.

### C.2.3 Contribution to subsistence costs

Contribution to subsistence costs	EUR 1 000 per month for the entire duration of the EMMC study programme (up to 24 months maximum).
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#### NOTE:

Contribution to subsistence costs must:

- neither be given to scholarship holders for the EMMC periods (study /research /placement /thesis preparation) spent in their country of residence;
- nor to scholarship holders from a Partner Country for the EMMC periods exceeding three months (indicatively the equivalent of 15 ECTS credits) spent in any Partner Country.

## D. MANAGEMENT OF THE EMMC SCHOLARSHIPS

### D.1 General Principles

The indicative number of scholarships (differentiated between Programme and Partner Country students) awarded to each EMMC consortium is stipulated in *Annex II – Estimated budget of the action* of the specific grant agreement.

EMMC scholarships are awarded to students for mobility tracks in accordance with the E+: EMMC requirements. The conditions for these mobility trajectories comprise among others:

- EMMC student scholarships cover the entire duration of the Master course and are awarded exclusively for a full-time enrolment in the course edition. Scholarship candidates must have already obtained a first higher education degree<sup>7</sup> or demonstrate a recognised equivalent level of learning according to national rules and legislation in place.
- Students who have already obtained an Erasmus Mundus Joint Master Degrees (EMJMD) scholarship or are former Erasmus Mundus Master/Doctoral scholarship holders are not eligible for an additional scholarship under the EMMC action. Students benefiting from an EMMC scholarship cannot benefit from another EU grant while pursuing their EMMC studies.
- EMMC scholarship holders must spend at least two complete mobility periods in at least two of the consortium's HEIs acting as partners (not "associated partner" HEIs) and which are located in different Programme Countries. Each of these mandatory mobility periods must include a volume of study/research or equivalent (e.g. internship, thesis preparation) corresponding to at least:
  - 20 ECTS for study programmes of 60 ECTS credits;
  - 30 ECTS for study programmes of 90 and 120 ECTS credits.

The mandatory mobility periods cannot be replaced by virtual mobility neither can they take place in institutions outside the consortium.

- Mandatory mobility periods not fulfilling the eligibility criterion as described in the bullet point above<sup>8</sup> will be considered ineligible for the periods corresponding to (the) missing period(s) that would have allowed respecting that criterion.
- Mandatory mobility periods not fulfilling the above-mentioned minimum ECTS requirements will be considered ineligible when determining the final amount of the grant.
- Additional study (/research /placement /thesis preparation) periods can take place in other participating organisations from Programme or Partner countries, under the condition that the activities concerned are implemented under the direct supervision of one of the consortium partner HEIs.
- Scholarship holders spending part of the EMMC course in their country of residence are not entitled to benefit from the monthly subsistence allowance for this period.
- The monthly subsistence allowance is not given to scholarship holders from a Partner Country for the EMMC periods exceeding three months (indicatively the equivalent of 15 ECTS credits) spent in any Partner Country.

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<sup>7</sup> Candidates who will only obtain their first higher education degree at the end of the academic year preceding the EMMC student intake concerned by the EMMC scholarship can nevertheless apply for a scholarship and can be selected by the consortium, under the condition that the student obtains the required degree prior to the beginning of the Master course intake concerned.

<sup>8</sup> EMMC scholarship holders must spend two complete mobility periods in at least two of the consortium's HEIs acting as partners (not "associated partner" HEIs) located in different Programme Countries

- Mandatory mobility periods at higher education institutions located in a Programme Country (forming the minimum eligible EMMC consortium) must be fully recognised by the consortium's partners and must be linked to a valid degree (joint, multiple/double).
- Without prejudice to academic excellence, EMMC scholarships must be offered to students by taking geographical balance into account, i.e. no more than 3 main list (Heading 1 budget) candidates from the same country (i.e. with the same nationality) must be awarded an EMMC scholarship during the same intake. In this context, unduly awarded scholarships will be declared ineligible and any amounts paid will be deducted from the final grant. Students with a double nationality must specify the nationality under which they submit their scholarship application.
- EMMC scholarship holders must spend their studies/research periods in Programme Countries represented in the consortium as defined above. In case the EMMC consortium includes full or associated partners from Partner Countries, then:
  - scholarship holders (from both Programme and Partner Countries) can spend a learning/training/research/fieldwork period for the remaining duration of the study programme (i.e. 20 ECTS credits for a one-year Master course, 30 ECTS credits for study programmes of 90 ECTS and 60 ECTS credits for study programmes of 120 ECTS credits) in these Partner countries.

**The conditions related to the contribution to the subsistence allowance for Partner Country scholarship holders stipulated in section C.2.3, continue to apply. Periods in excess of this duration shall not be covered by the EMMC scholarship.**

- Consortia must duly encode the data relating to an EMMC intake in the EMT by taking account of the guidelines provided in the "*EMT User Manual*".

The encoding of data in the EMT relating to the EMMC scholarship holders, as well as to the scholars/guest lecturers shall among others allow cross-checking of:

- the students nationality (country);
- the students place of residence (country);
- the amount of travel contribution received;
- the amount of installation contribution received (if applicable);
- the amount of participation costs charged as compared:
  - to the amount indicated in the EMMC website for the students' enrolment,
  - to the amount stipulated in Annex II of the grant agreement;
- the duration of the study periods of each scholarship holder in order to ensure that:
  - the correct number of monthly subsistence allowances has been paid,
  - the required ECTS credits have been obtained;
- the engagement of scholars/guest lecturers in terms of duration and academic activities carried out.

In case of doubts, complementary information will be requested from the Beneficiary. The Agency reserves the right to reject a report on implementation and/or a request for further pre-financing, if data are not complete and/or inconsistent. In this context, the level of consumption of the EU grant encoded in the EMT must equal the amount of the pre-financing payment(s) spent as declared in the financial statement(s).

## **D.2 Payment modalities**

### D.2.1 General provisions

The Agency pays the EU grant (management lump sum and student scholarships funds) to the Beneficiary in accordance with the payment arrangements laid down in Article I.4 of the specific grant agreement.

The EMMC consortium pays the scholarship funds to the EMMC scholarship holders in accordance with the general principles indicated above, as agreed within the consortium (consortium agreement) and as fixed in the Student Agreement, and according to the following general principles:

- The monthly allowance can only be paid as from the month of arrival of the student at the first host HEI and after formal enrolment to the course. If students decide to voluntarily join the programme at an earlier stage, then this period must not be considered as part of the EMMC duration. This rule also applies to cases of late arrivals of students to the course.
- The EMMC programme does not foresee any restrictions for remunerated work outside the scholarship activities provided that:
  - it is in line with the national legislation of the country(ies) concerned (e.g. the visa or residence permit allows it, and the terms of the Student Agreement allow it);
  - the scholarship holder can dedicate the necessary time and efforts to the EMMC's mandatory activities in order to successfully complete the entire study programme within the agreed study duration.
- An EMMC scholarship holder may receive additional funding for study/research activities as long as these are not from other EU funding sources/programmes.
- The payment of the scholarship to a scholarship holder in a currency different to EURO shall be made by using the daily exchange rate on which the scholarship holder is paid and ensuring that the student concerned always receives the EURO counter equivalent, thus any exchange rate gain/loss is to be managed by the Beneficiary. If applicable, this provision must be quoted in the Student Agreement.
- The regular scholarship payments to the student can only be stopped if the student is expelled or released from the course, blocked from entry in the country of mobility by national authorities, or leaves the course on own demand. The scholarship payments cannot be used by the consortium as a "conditionality" mechanism e.g. to improve academic performance, ensure presence/participation etc.
- Cash payments to students – though accepted in exceptional cases only – must be substantiated by acknowledgement of receipts duly dated and signed by the students in question, and must be kept by the beneficiaries in the event of checks/audits (see section V.).
- The consortium shall be held responsible for any amount paid to students/scholars which is not due. Undue amounts are those that neither comply with the EMMC eligibility criteria and the provisions stipulated in the specific grant agreement and its annexes, nor with the consortium's specific eligibility/selection criteria. Any such unduly paid amounts may be recovered by the Agency even if those amounts were actually paid to students or scholars.
- The consortium shall be held responsible for any amount overpaid to the students/scholars. Overpaid amounts are considered to be payments made to students/scholars for a period in which they were not actively participating in the programme, e.g. a student having received an instalment for month "n" whereas s/he has left the programme in month "n-1".
- The payment of the scholarships finishes with the end of the academic year of the respective student intake and no later than three (3) months after the official end of the EMMC intake. Depending on the length of the study programme it cannot exceed the maximum number of instalments foreseen.

This covers also the cases where a student graduates before the actual end date of the course. Any possible exceptions to this should be treated as described under section II.A.3 of this handbook.

#### D.2.2 Student scholarships

- The contribution to travel and installation costs (details see C.2.2 above) shall be paid in full to the student as follows:
  - Contribution to travel costs:
    - ▶ for 60 ECTS credits courses: the full amount upon arrival at the first host HEI;
    - ▶ for 90/120 ECTS credits courses: the full amount due for year 1 upon arrival at the first host HEI, and the full amount due for year 2 upon beginning of the third



semester. The amount paid to the student for year 2 remains unaffected should the student drop-out or be expelled after the third semester and before graduation.

- ▶ any unspent travel costs (e.g. a student drops-out before the third semester or the difference between maximum contribution awarded and actual contribution paid) can be accumulated and form part of an EMMC scholarship that can be awarded to an eligible reserve list student (see section D.3).
- Contribution to installation costs:
  - ▶ shall be paid in full upon arrival at the first host HEI of the scholarship holder resident of a Partner Country.
- The contribution to the participation costs (details see C.2.1 above) can be charged directly by the consortium to the individual student scholarship. The amount of participation costs charged to the scholarship holder must be clearly specified in the Student Agreement which is to be signed between the student and the consortium.

In case a student drops out before graduation, the participation costs can be charged to the EMMC scholarship as follows:

- for 60 ECTS credits courses:
  - ▶ participation costs can be fully charged to the scholarship, i.e. no reduction for drop-out cases during a one-year course;
- for 90/120 ECTS credits courses:
  - ▶ should the student drop-out before the beginning of the third-semester mobility, then the participation costs for year 2 cannot be charged on the scholarship;
  - ▶ should the student drop-out during or after the third semester mobility, then the participation costs for the second year may be charged to the scholarship.
  - ▶ Any unspent participation costs (e.g. a student drops-out before the third semester) can be accumulated and form part of an EMMC scholarship that can be awarded to an eligible reserve list student (see section D.3).
- The contribution to subsistence costs (i.e. monthly allowance for living costs – see C.2.3 above) must be paid in full to the students on a monthly basis and up to the maximum of:
  - ▶ 12 instalments for 60 ECTS credits courses;
  - ▶ 18 instalments for 90 ECTS credits courses;
  - ▶ 24 instalments for 120 ECTS credits courses.

The EMMC consortium shall be held responsible for any overpayments made to the students and the respective amount shall be recovered by the Agency. Furthermore, it is not allowed to split the payments into more instalments than those indicated above. The payment arrangements of the subsistence allowance must be in line with the provisions detailed in the bilaterally (consortium / student) signed Student Agreement.

### **D.3 Management of the Scholarship Funds in case of No-Show or Drop-Out / exclusion from the EMMC**

When student candidates **withdraw** their participation in the Master course before the start of the intake to which they have been admitted, including **no-show and cancellation** cases, or EMMC scholarship holders **drop-out** from the Masters, then the consortium has the possibility to reallocate the scholarship or the remaining part of it to another student. Such replacements must be – via the EMT – notified to and approved in advance by the Agency. Additionally the consortium should bear the following in mind:

- The new EMMC scholarship recipient(s) **must have been included in the relevant reserve list** of the same cohort which was presented to and approved by the Agency in the context of the scholarships selection procedure.
- The **geographical balance criterion** must be respected.
- The new scholarship recipient **must be capable to complete the Masters Course** within the same period as all other participants from the same cohort.
- The reallocation of scholarships is **possible in the first few months** of the cohort activities unless the potential grantee is included in the reserve list and is **participating** in the same EMMC on a self-paying basis.

At the time of a student **drop-out** (i.e. student decides to discontinue the study programme or resulting from a consortium decision to expel the student), the consortium must inform the Agency of the unspent amount (i.e. the remaining parts of the student's participation costs, travel/installation costs and subsistence costs) and, if applicable, its proposal to reallocate it either to another eligible scholarship candidate of the same category or to request a scholarship reallocation between Partner Country and Programme Country categories in accordance with Section II.A.5 of this handbook.

The consortium must also encode in the EMT the scholarship amount that was spent up to that moment (i.e. the amounts of the contributions to the student's participation costs, travel/installation costs and subsistence costs) following the correct application of the payment rules laid down in section D.2.above.

Further details on the **withdrawal/no-show** of a student candidate, of a student candidate scholarship **cancellation** and of student **drop-out** cases will also have to be provided in the request(s) for further pre-financing and in the final report.

**NOTE:**

- After the signature of the Specific Grant Agreement: if a withdrawal/no-show and/or cancellation/drop-out concerns a student with a geographical window scholarship, the reallocation is also possible to an eligible candidate from a country belonging to any geographical windows under the same budgetary instrument<sup>9</sup>. However, such a reallocation will only be accepted if under the same geographical window there are no eligible candidates to whom the scholarship can be reallocated (either in the reserve list or participating on a self-paying basis).

#### **D.4 Management of the Scholarship Funds in case of course interruption**

A scholarship can be put on hold if the student has to temporarily leave the Masters Course following duly justified and well documented reasons. Such cases relate to medical reasons and/or serious family reasons (e.g. need to temporarily take care of / hospitalisation/death of a close family member). In such a case the scholarship payment must be interrupted until the candidate is again physically present at the host HEI and can actively continue pursuing the course activities.

If the absence is too long and requires an extension of the originally agreed eligibility period, the consortium must send to the Agency a duly substantiated request to extend the eligibility period for the specific grant agreement in question. Such an extension will be granted after the reception and approval of the relevant documents (justification of the candidate's absence), and will lead to an amendment of the specific grant agreement (see Section II.A.3 of this handbook). The extension cannot exceed 12 months and cannot give rise to additional funding for the consortium or the candidate.

#### **D.5 Payment of the Grant**

As stated under Article 4 of the specific grant agreement, the first pre-financing payment shall be made to the Beneficiary within 30 days of the date when the last of the two parties signs the agreement.

The further pre-financing payment corresponding to the remaining part of the grant will be paid after the reception by the Agency of a formal payment request submitted by the Beneficiary and confirming that at least 70% of the first pre-financing amount has been used. Such justification shall be made using the "Report form" in annex III to the specific grant agreement.

When calculating the 70% of the first pre-financing amount beneficiaries should take into account

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<sup>9</sup> DCI instrument: Asia, Central Asia, Middle East, Latin America, and South Africa;  
ENI instrument: ENI-South and ENI-East  
Partnership instrument: Gulf countries

expenditure calculated per student and related to the fixed contribution for travel/installation costs, participation costs and the monthly allowance amounts, as well as the amounts spent of the management lump sum.

The Agency shall have 60 days to both approve the report and execute the further pre-financing payment or to reject the report/request and ask for additional supporting documents or information. In case of the latter the partner shall within 15 days submit the additional information requested or submit a new request/report within 30 calendar days.

Any partner organisation whose name does not appear in the original application submitted by the Beneficiary or whose participation in the Masters Course has not been approved in advance in writing by the Agency, will not be recognised as such in the framework of the specific grant agreement, and as a result, all costs relating to such a partner will be considered ineligible.

The Beneficiary i.e. coordinating institution has the responsibility to distribute the lump sum and scholarship payments to the consortium partners in line with the provisions foreseen in the signed consortium agreement.

#### **D.6 Bank Account**

The account or sub-account specified in the specific grant agreement and to which the EMMC grant will be paid should be:

- established in the name of the Beneficiary institution (personal accounts are not acceptable under any circumstances);
- denominated in EURO;
- able to identify the payments made by the Agency;
- established in one of the Erasmus+ Programme Countries.

Cash withdrawals from the account must be substantiated by acknowledgements of receipts duly dated and signed by the recipients.

In the eventuality that the nominated account or sub-account is not denominated in € the beneficiary, for reporting purposes shall use the monthly exchange rate applicable at the time when the last of the two parties signed the specific grant agreement.

The payment of the scholarship to the scholarship holders in a currency different to the EURO shall be made using the daily exchange rate on which the scholarship holders are paid and ensuring that they always receive the Euro counter equivalent – any exchange rate gain/loss is to be managed by the Beneficiary/coordinating institution.

#### **D.7 Accounting System / Internal Control**

The Beneficiary must set up an adequate accounting system, which must make it possible to easily retrieve and identify the payment of scholarships fulfilling the conditions of the grant agreement to participating students and scholars at any time throughout the period of implementation of the specific grant agreements until their balances are paid and for a period of five years from the date of payment of the balance for the corresponding action.

All transactions relating to the scholarship scheme must be recorded using a numbering system in which the scholarship scheme is given a specific identifiable number.

As far as possible, the persons responsible for managing the daily activities of the scholarship scheme should not be the same as those responsible for its financial management.

### **E. PUBLICITY OBLIGATIONS**

#### **Publicity:**

Project beneficiaries must make themselves familiar with the publicity provisions as stipulated both in the specific and the general provisions of the Specific Grant Agreement in conjunction with the

guidelines on the following Agency website:

[https://eacea.ec.europa.eu/about-eacea/visual-identity\\_en](https://eacea.ec.europa.eu/about-eacea/visual-identity_en)

Any communication or publication related to the Project, made by the EMMC participating organisations, including at the EMJMD consortium website, conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), must indicate that the project has received European Union funding and must display the European Union emblem (EU flag). When displayed in association with another logo, the European Union emblem must have appropriate prominence.

**Disclaimer:**

*This project has been funded with support from the European Commission. This publication [communication] reflects the views only of the author, and the Commission cannot be held responsible for any use which may be made of the information contained therein.*

For other official EU language versions, reference must be made to the following website:

[http://ec.europa.eu/dgs/education\\_culture/publ/graphics/beneficiaries\\_all.pdf](http://ec.europa.eu/dgs/education_culture/publ/graphics/beneficiaries_all.pdf)

**Erasmus+ logo:**

The project's publications and results that are distributed must carry the Erasmus+ logo and mention: "*Funded by the Erasmus+ Programme of the European Union*"

Example of logo to be used:



## F. DISSEMINATION AND EXPLOITATION OF RESULTS

EU (co-)funded projects have the responsibility to put emphasis on dissemination and exploitation of results, as they directly contribute to the impact of the programme and to public awareness of their functioning and results. Grant beneficiaries must make themselves familiar with the underlying principles and tools and take them fully into account during the project implementation phase. The main source of information is the Annex II of the Erasmus+ Programme Guide called "Dissemination and exploitation of results – a practical guide for beneficiaries" available at:

[http://eacea.ec.europa.eu/erasmus\\_mundus/beneficiaries/documents/action1/2015/eplu-programme-guide-v2.pdf](http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/documents/action1/2015/eplu-programme-guide-v2.pdf)

**Use of the results of the action:**

Erasmus+ promotes the open access to materials, documents and media that are useful for learning, teaching, training, youth work and are produced by projects funded by the Programme. Beneficiaries of Erasmus+ grants producing any such materials, documents and media in the scope of any funded project must make them available for the public, in digital form, freely accessible through the Internet under open licences. Beneficiaries are nonetheless allowed to define the most appropriate level of open access, including limitations (e.g. interdiction of commercial exploitation by third parties) if appropriate in relation to the nature of the project and to the type of material. The open access requirement is without prejudice to the intellectual property rights of the grant beneficiaries.

## **IV. REPORTS**

### **A. INTRODUCTION**

Monitoring of the EMMC implementation is ensured through desk review of reports, monitoring visits organised by the Agency, meetings/conferences at EACEA, and by the provision of data encoded by the EMMC consortium in the EMT – <https://eacea.ec.europa.eu/mobility/>.

Reporting is a crucial aspect of the EMMC as it allows monitoring, reviewing and assessing:

- the quality of the Master Course as regards reaching its goals and meeting the objectives of Erasmus+;
- the participation of the selected students and scholars/guest lecturers as well as the payment of scholarships to them;
- the correct handling of the scholarship funds disbursed by the EMMC Consortium to student and scholar grant holders.

In order to ensure an efficient monitoring of the EMMC, different type of reports will have to be submitted throughout the Framework Partnership Agreement (FPA) and Specific Grant Agreement (SGA) duration. For both 1 and 2 year EMMCs (and in accordance with Article 5 of the SGAs):

- a second pre-financing request (annex III to the specific grant agreement) to be submitted for every SGA when at least 70% of the first instalment has been spent;
- a final Report (annex III to the specific grant agreement) to be submitted no later than 30 calendar days after the end date of the SGA's eligibility period.

Although the date for the final report is contractually stipulated, the submission of the further pre-financing request is indicative. However for the sake of efficiency (and simplification) it is highly recommended that the request for the further pre-financing for the ongoing edition is submitted with the Final report of the previous edition thus allowing the submission (and processing) of one single combined report rather than two separate reports.

As the final report is a key checking and evaluation tool, it must provide a complete and accurate picture of the implementation of the student intake. Beneficiaries are therefore advised to read the reporting instructions carefully so that they are familiar with the content and aware of the required technical and accounting information required.

### **B. FORMAL REQUIREMENTS FOR REPORTS**

For the Agency to be able to assess the reports, the form in annex III of the specific grant agreement must be used. The Agency will provide the Beneficiaries with the electronic format of the form approximately one calendar month before the submission deadline of the report. The form will be downloadable from the Agency's EMMC website "*Beneficiaries space*":

[http://eacea.ec.europa.eu/erasmus\\_mundus/beneficiaries/beneficiaries\\_action\\_1\\_en.php](http://eacea.ec.europa.eu/erasmus_mundus/beneficiaries/beneficiaries_action_1_en.php)

The Agency may request copies of documents relating to the implementation and outcomes of the Master course, e.g. template of the degree(s) and the awarded diploma supplement, proof of payment of scholarships, students' feedback to evaluation/surveys, scholar reports, etc.

All submitted reports/requests must be accompanied by signed print-outs from the EMT guaranteeing the accuracy and completeness of the data contained therein.

If the reports do not comply with the formal criteria for admissibility (see "*Administrative checklist*" in the reports form), they will be rejected and new ones must be submitted. If after a written reminder by the Agency the Beneficiary has not complied with this obligation, the Agency may decide to terminate the framework partnership and the specific grant agreements (Article II.12.2 of the framework partnership agreement). The Beneficiary will be required to reimburse to the Agency the grant amount already paid and not substantiated by the reports and financial statements.

Following admissibility check, if a report/request does not fulfil the minimum requirements from a

content (operational verification of proper implementation) and/or financial point of view (breakdown and financial verification of the amounts spent, including check of consistency with the EMT records), it will be rejected or subject to an Agency request of additional information. The assessment of the report and/or the related payment will be suspended until the additional information has been provided or a new report/request has been submitted in the correct form.

The legal representative of the Beneficiary shall certify that the information provided in the reports and the requests for further pre-financing are full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the specific grant agreement and that they are substantiated by adequate supporting documents that can be produced in the context of checks or audits (see section V of the handbook).

Approval of the requests for further pre-financing and/or the submission of the final report and of the accompanying documents shall not imply recognition of the regularity, or of the authenticity, completeness and correctness of the declarations and information it contains.

### **C. REQUEST FOR FURTHER PRE-FINANCING**

Once 70% of the first instalment has been used up the Beneficiary is entitled to request the payment of the remaining part of the grant.

In order to do so, the Beneficiary needs to fill in and submit the "further pre-financing request form" (annex III of the specific grant agreement). This payment request must include:

- an overview of the financial implementation of the students' scholarship scheme in order for the Agency to check the level of consumption of the first instalment;
- concise information on specific aspects of the Masters Course implementation in order for the Agency to assess the sound and efficient management of the EU grant and the correct application of the programme rules.

Upon approval of this further pre-financing request, a second pre-financing payment can be paid to the Beneficiary, representing:

- 30% of the maximum amount specified in Article 3 of the specific grant agreement if the course has a duration of one academic year or
- 40% of the maximum amount specified in Article 3 of the specific grant agreement if the course has a duration of more than one academic year.

### **D. FINAL REPORT**

#### **D.1 General Principles**

The purpose of the Final Report is to evaluate both the implementation of the scholarship scheme and the implementation of the Masters Course for the corresponding student cohort. Its further purpose is to financially close the specific grant agreement. Therefore, all expenditures must have been incurred and all scholarships paid to grantees before the Final Report is submitted (see Article 5 of the specific agreement).

The reporting period of the Final Report covers the period of eligibility of the specific grant agreement.

A consortium can always be subject to monitoring visits, checks, audits or evaluations by the Agency and/or the European Commission, which may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf (see section V of this handbook). Checks, audits or evaluations may be initiated during the implementation of the specific grant agreement and **for a period of five years** starting from the date of notification of approval of the final report by the Agency (the closure date of the specific grant agreement), therefore all justifying documents must be kept by the Beneficiary during this 5 year period.

## **D.2 Technical part: information related to a finished course edition**

This part of the Final Report is intended to provide a detailed picture of how the Joint Master Programme developed, how the scholarship scheme was implemented, possible problems encountered and what measures the consortium has taken (/will take) to avoid these problems in the successive cohorts.

When answering the questions relating to the technical part of the Final Report, the Beneficiary should go back and duly up-date what has been written in previous reports taking into account the feedback received by the Agency on the report(s) concerned.

## **D.3 Financial part: declaration of expenditure under the scholarship scheme**

This part of the Final Report consists of a detailed declaration of the scholarships paid out under the EMMC scholarship scheme during the whole duration of the specific grant agreement. This declaration is based on unit costs per grantee as described in annex II of the specific grant agreement and the Final Report form. The amounts to be declared concern only the EMMC funding and not any other co-funding amounts that the consortium may have used.

Copies of supporting documents (payment slips, receipts, bank statements, proof of activities carried out for preparing or implementing the mobility of scholars or students, etc.) do not need to be provided with the report. However, in carrying out a review and analysis of the figures declared in the financial statement, the Agency may ask a Beneficiary for further details and copies of any supporting documents. Such a request may also occur as a result of a sampling exercise carried out every year on a number of final reports. In most cases the Beneficiary concerned must supply the information requested within 15 days. Failure to do so may result in considering undue any unit cost or lump sum contribution that is insufficiently substantiated.

## **D.4 Possible reimbursement of part of the grant**

The Agency will analyse the declaration of expenditure in order to arrive at the final EU grant. This analysis may lead to a request for reimbursement of a certain amount (e.g. reimbursement of unpaid scholarships due to dropout of students), as the totality of the grant has been paid to the Beneficiary in advance. If the Beneficiary has to reimburse a certain amount a recovery order will be issued by the Agency for the agreement in question. The financial analysis of the Final Report will be explained to the Beneficiary in a settlement letter.

## **D.5 Appeals**

If the Beneficiary does not agree with the final grant awarded or the reimbursement claimed by the Agency, then it may submit its observations/an appeal to the Agency. The observations/appeal must be in writing, signed and dated by the legal representative of the coordinating institution, and should preferably be sent to the Agency within 30 days of the date of the settlement letter. The Beneficiary should set out fully the grounds upon which it disputes the decision of the Agency, together with copies of any relevant supporting documents or justifications upon which it relies. The grounds of the appeal must be based on new elements or facts which were not taken into consideration when the Final Report was originally analysed. It should be noted that the Agency may confirm or revise its decision within a 15 days period.

## **E. ADDITIONAL PROGRESS REPORTS**

In addition to the reports detailed in this chapter, the Agency may, at any time, request the Beneficiary to produce an additional report on the progress of the Masters Course and the scholarships scheme to date, covering both its technical and financial aspects. The purpose of such an additional report is to verify that high standards of quality are maintained for the Masters Course and that the scholarship scheme is being managed and implemented in accordance with the rules set out in the framework partnership agreement, the specific grant agreement and their annexes.

## **F. FINAL SUMMARY REPORT AT THE END OF THE FIVE YEAR PERIOD**

At the end of the framework partnership period for which a Masters Course has been selected, the co-

ordinating institution of the consortium shall submit a Final Summary Report (Annex III to the specific grant agreement) on the experience of running the Masters Course and the scholarship scheme. This Final Summary Report will cover the entire eligibility period and will be a summary of the findings of the five intakes Final Reports.



## **V. SUPPORTING DOCUMENTS & AUDITS**

### **A. GENERAL REMARK**

As set out in the framework partnership agreement, an audit can be carried out on-the-spot by the Agency or by any other outside body authorised by the Agency at any time. The European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may also carry out on-the-spot checks and inspections. Such audits may be carried out throughout the period of implementation of the specific grant agreements until their balances are paid and for a period of five years starting from the date of payment of the balance for the corresponding specific grant agreement. In such cases, the Beneficiary will be notified that an audit or inspection visit will be made.

On receipt of this notification, the Beneficiary is advised to ensure that all the original documentation likely to be examined by the auditors is available and, if necessary, contact the partner institutions of the consortium in order to collect any documents that may be missing. The audit will cover the use of the lump sum contribution to the management costs of the consortium (namely if and which tasks/activities were actually carried out), as well as the use of the scholarship scheme not only by the Beneficiary, but also by the partner institutions.

The Beneficiary must be able to provide adequate supporting documents to prove:

- the proper implementation of the corresponding tasks as regards the lump sum contribution to the management costs of the consortium (including the engagement of scholars/guest lecturers); and
- the actual number of units (as far as scholarships were actually paid and deemed eligible) as regards the use of the student scholarship scheme.

In this context, the Beneficiary must be in position to identify the eligible costs covered by the grant (notably with accounting statements and proof of payments) and to provide supporting documents of actual implementation, in order to prove respectively actual numbers declared per unit cost for the scholarships and use of the amount declared as management lump sum.

The purpose of these audits is twofold:

- firstly, to check that the consortium's financial statements presented for payment are consistent with the Beneficiary's accounts / accounting and to ensure that EU funds are being / have been spent in accordance with the framework partnership agreement, the specific grant agreement and their annexes and that the scholarships scheme is being / has been implemented correctly;
- secondly, audits provide a good opportunity for contact and dialogue between the auditors and the Beneficiary. If any management problems are found, the auditors will work with the Beneficiary to seek a solution and, if necessary, improve existing internal procedures in order to make the best possible use of EU funds. The auditors will be open to any comments and / or suggestions that the Beneficiary and the partners may wish to make.

In this respect, the basic requirement is transparency. It is essential for the auditors to have access to the sites and premises where the action is or was carried out, as well as to accurate and properly documented necessary information, including information in electronic format. To this effect all original documentation like student acceptance letter into the master, student agreements, proof of payments for scholarships to students, individual mobility tracks, ECTS credits per study period, degree and/or diploma supplement, accounting and tax records, and other supporting documents proving the actual implementation of tasks and activities related to the Action must be kept for a period of five years starting from the date of payment of the balance for the corresponding specific grant agreement.

### **B. DOCUMENTS REQUIRED**

In principle, supporting documents must satisfy the following conditions:

- documents from the Beneficiary must be original and dated;
- documents from the partners must be certified copies of the original. However, the Agency

reserves the right to have originals made available to it at any time.

The supporting documents required must prove that the scholarships have been paid out to the selected students and can take the form of payment slips, receipts, invoices, proofs of stays, bank statements, etc. Consortia must be able to provide records relating to the selection procedure of students. The engagement (mobility) of scholars/guest lecturers in the EMMC activities encoded in the EMT must be evidenced by their respective reports of activities carried out. Consortia must be able to provide records relating to the selection procedure of scholars.

As a general rule, the Beneficiary must provide the auditors with all bank documents. The Beneficiary and partner institutions' accounting records, analytical accounts and annual statements must also be available.

If the Beneficiary cannot provide adequate supporting documents or if the supporting documents available do not satisfy the requirements set out in this section, the auditors reserve the right to report the costs in question as ineligible under the EU specific grant agreement, i.e. the audit report will contain relevant financial findings.

### **C. FINDINGS AND OUTCOME**

Draft audit reports will be sent to the coordinator and where applicable to the Beneficiary concerned in order to give the audited consortium the opportunity to comment the audit findings. Those comments (if any) may be taken into account by the auditor before he signs the audit final report.

The Agency will assess the audit final report and will decide whether the audit finding(s) will be fully or partially (or not) implemented. When implementation of audit findings leads to a reduced final amount of the grant, which is lower than the one determined by the Agency at the final report stage, a recovery order will be issued by the Agency for the amount corresponding to the difference between those two amounts. In all cases a copy of the audit final report will be sent by the Agency to the Beneficiary.

## **VI. EMMC MONITORING**

Monitoring represents a continuous gathering of information and data relating to the implementation of an EMMC, which are analysed and assessed in order to draw the right conclusions and take decisions for the further implementation of the project. In this context, the concrete objectives of monitoring are:

- to monitor the extent to which on-going projects are consistent with the EU policy and priorities in the field of Higher Education and, specifically, with the objectives of the Erasmus+ programme and the E action;
- to monitor the progress of the projects in relation to their original objectives;
- to ensure the sound and effective management;
- to evaluate the impact and the sustainability;
- to identify and disseminate good practices, thereby maximise the impact of the project results while identifying good examples for other projects.

Two kind of monitoring activities are envisaged, i.e. desk monitoring and field monitoring, whereby targeting preventive, advisory and controlling purposes.

### **A. DESK MONITORING**

Desk monitoring is ensured through the daily correspondence with the project (emails or postal correspondence) and the review of reports which will help EACEA to follow up projects efficiently and to use and disseminate relevant outcomes among different stakeholders, e.g. the Commission/other units in the Agency, Erasmus+ National Agencies, National Erasmus+ Offices, EU Delegations, to other HEIs, thematic experts, etc.

### **B. FIELD MONITORING VISIT**

During the life of the framework partnership agreement the Agency (with a possible participation of the

National Erasmus+ Offices) will visit the Consortium at least once in the context of a field monitoring visit.

Field monitoring visits will be undertaken for all granted projects. It is a management instrument for project follow up and assessment (implementation of the project, quality of the curricula, selection process of the students, added value of invited scholars, etc.). The field monitoring visit should help to ensure that serious problems are avoided through the identification of any difficulties inhibiting the project's successful implementation. In particular, field monitoring is relevant for projects that might be encountering problems as well as for projects which are enjoying particular success. A monitoring visit gives both the Beneficiary and the Agency the opportunity to review the EMMC against the original award criteria and to identify strengths and weaknesses in the implementation.

This should in no way be seen as audit. The operational and financial monitoring will consist in identifying what arrangements are put in place to adequately control and monitor the project implementation and to detect and advise on any possible problems or shortcomings.

The Agency's visit to the Beneficiary and/or the partners can take place at any time during the lifetime of the EMMC project. The objectives of the visit are:

- to verify the academic/operational/financial implementation status of the EMMC in general and the organisation and implementation of the student/scholar mobility in particular;
- to assess the progress of the course in relation to its original aims and objectives;
- to assess the quality of the project implementation, including e.g. excellence, relevance, "jointness" and sustainability of the course;
- to see how well the partners are cooperating; and
- to provide the project with support and guidance.

The Agency will confirm in advance and in writing the purpose of the visit, the issues to be addressed and, where appropriate the list of documents that should be made available or submitted in advance.

The Agency shall also require a time slot dedicated to a meeting with the students taking part in the Masters course – prominently with the EMMC scholarship holders – and/or if possible with scholars.

During this visit the Agency/Commission representative(s) may wish to use the opportunity to cover specific areas related to project implementation, as well as to cover management issues with the coordinator and other project representatives.

Occasions for monitoring visits:

- visit by Agency representative(s) to a consortium meeting;
- visit by Agency representative(s) to the premises of the coordinator/partner organisation;
- Additional project monitoring occasions may occur in response to new needs that arise.

The Agency will provide feedback to the Beneficiary after any monitoring visit has taken place. The Beneficiary will receive the main findings and outcomes of the visit and shall share this information with the consortium partners.

Findings of the field monitoring visits (recommendations or shortcomings) shall be followed up in the reports submitted by the Beneficiary and through desk monitoring by the Agency. Positive outcomes might be promoted to good practise examples.

### **C. MEETINGS ORGANISED BY THE AGENCY**

Representatives of the consortium are expected to participate in meetings organised by the Agency/European Commission (indicatively up to two meetings per year). Consortium representatives may be asked to attend meetings/conferences relevant to specific topics related to the content of the EMMC or for promotion purposes. They may also be invited to meet the staff who manages their project in the context of on-going monitoring. Depending on the type of meeting, project representatives may also be requested to make presentations on the progress of their projects or aspects of its content or management.

- Coordinators' meetings organised by the Agency (so called "kick-off meetings"): The project's representative (usually the "contact person" for the daily management) have the opportunity to

participate in such meetings at the beginning of the project. Kick-off meetings relate to the start of the activities and allow the project coordinator to get familiar with all administrative and financial aspects of the project implementation and the related challenges.

- “Cluster meetings” focusing on a particular subject/topic. The project representative(s) have relevant experience in the domain and share their knowledge with other projects, thus benefitting from mutual learning and experience.

Expenditure related to this participation must be financed by the consortium out of the EU grant lump sum contribution to the management costs.