

EDUCATION, AUDIOVISUAL AND CULTURE EXECUTIVE AGENCY

ERASMUS+ PROGRAMME

ADMINISTRATIVE AND FINANCIAL HANDBOOK ACTION 1: ERASMUS+: ERASMUS MUNDUS JOINT DOCTORATE PROGRAMME (EMJD)

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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 Joint Doctorate Programme (EMJD); on the other hand it outlines the rules applicable to EMJD grants under the Erasmus Mundus Joint 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 an aid for Beneficiaries and as a management tool. It is intended to:

- help Beneficiaries to run the Joint Doctorate Programme and the fellowship 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 Joint Doctorate Programme and the fellowship scheme;
- provide guidance for Beneficiaries on handling the financial side of Joint Doctorate Programme and the fellowship 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 Joint Doctorate Programme and the fellowship scheme.

Sound financial management is essential to ensuring that the best results are produced at a moderate cost.

I. DEFINITIONS

Associated Partners: Any other organisation involved in the EMJD implementation or monitoring can be considered as an “associated partner” of the consortium. This applies more specifically to socio-economic partners (i.e. commercial enterprises, in particular SMEs, public authorities or organisations, non-profit or charitable organisations, international/European interest organisations, etc.) that can propose, support and accompany - over a mid- and long-term perspective - specific research projects, contribute to the transfer of knowledge and results as well as the innovation process, assist in the promotion, implementation, evaluation and sustainable development of the EMJD.

Beneficiary: The Beneficiary (also referred to as “main Beneficiary” or “coordinating organisation”¹) 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.

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.

Doctoral Candidate Agreement: an agreement, obligatory to all EMJDs, signed between the Consortium and each doctoral candidate enrolled in the joint doctorate programme explicitly indicating any academic, research, financial and administrative modalities related to the doctoral candidates participation in the joint course and, if applicable, the award and usage of the fellowship.

Erasmus+: Erasmus Mundus Joint Doctorate Consortium (EMJD): is the group of higher education institutions which offers an Erasmus+: Erasmus Mundus Joint Doctorate Programme. The consortium consists of a minimum of three institutions one of which plays the role of co-ordinator.

EMJD Agreement: an agreement obligatory to all EMJD’s and signed by a legally authorised body of each of the consortium partners (and, if applicable, associated partners) clearly laying down the joint doctorates’ academic, research, administrative and financial rules and procedures in adherence with the rules and requirements as set out in the Erasmus+: Erasmus Mundus Programme.

Erasmus Mundus Programme Guide: applies to the entire duration of the Doctorate Programme and gives guidelines for the implementation of joint cooperation activities or receiving individual fellowships. It provides explanations to help understand the objectives and the different programme actions, the types of activities that can (or cannot) be supported as well as the conditions under which this support can be granted and the grant awarded used. The guide and all its revisions (apart from exceptional and duly justified cases and accepted by the Agency) is a contractually binding document.

As from the 2014 cohort, the Framework Partnership Agreements (FPA) is implemented in accordance with the rules and requirements in the Erasmus Mundus II Programme Guide (version of November 2013), with the following exceptions:

- 1) Students from Turkey, FYROM, Iceland, Liechtenstein and Norway will be considered as nationals from a Programme country, i.e. a country fully participating to the programme on the same grounds as EU Member States. Therefore fellowship applicants who are either nationals or residents of these countries must be considered only for Programme country category fellowships.
- 2) The payment schedule is changed in the following way:
 - The first pre-financing payment will be 60% instead of 70%;
 - The second pre-financing payment will be 40% instead of 30%.

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

Financial Regulation: Council Regulation (EU, Euratom) N° 966/2012 of 25 October 2012 repealing Council Regulation N° 1605/2002 on the Financial regulation applicable to the general budget of the European Communities (OJ L 298/1 of 26 October 2012); Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 (OJ L 362/1 of 31 December 2012) on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

Framework Partnership Agreement: The Agency concluded a five-year framework partnership agreement with the Beneficiary of each Erasmus+: Erasmus Mundus Joint Doctorate Consortium selected under the Joint Programme. It establishes an on-going, 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 Erasmus+: Erasmus Mundus Joint Doctorate Consortium as a privileged partner of the Agency. The Applicant of the Erasmus+: Erasmus Mundus Joint Doctorate Consortium has the primary legal responsibility towards the Agency for the proper execution of the framework partnership agreement.

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.

Doctoral Candidate: An early-stage researcher at the beginning his/her research career, starting at the date of obtaining the degree which would formally entitle him/her to embark on a doctoral programme. The Erasmus+: Erasmus Mundus programme awards fellowships to 2 categories;

- **Partner country:** These fellowships are awarded to doctoral candidates who come from a country other than an eligible applicant country and who are not residents nor have carried out their main activity (studies, work, etc.) for more than a total of 12 months over the last five years in one of these countries. The only exception to this rule applies to doctoral candidates who have previously received an Erasmus Mundus masters scholarship in order to follow an Erasmus Mundus Master Course (EMMC);
- **Programme country:** These fellowships are awarded to doctoral candidates who do not fulfil the Partner country criteria defined above.

Partner within the consortium: Any higher education institution corresponding to Article 2 of the Erasmus Mundus programme decision, which participates in a Joint Doctorate 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 Joint Doctorate Programme.

Specific Grant Agreement: On the basis of the framework partnership agreement, the Agency concludes annually specific grant agreements with the Beneficiary of each Erasmus+: Erasmus Mundus Joint Doctorate Consortium selected under Action 1 of the Joint Programme. The duration of the specific grant agreement corresponds to the length of the Joint Doctorate Programme.

II. MODIFICATION OF THE AGREEMENT

The smooth and efficient running of the Joint Doctorate Programme and its fellowship scheme will 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 on-going 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 EMJD activities and the payment of the fellowships.

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 EMJD programme itself). Because of these contractual consequences, such changes will have to be dealt with through formal amendments or exchanges of letters.

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 A and C below).

Where a request for modification requires the framework partnership and/or specific grant agreements to be amended (see sections A and 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 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 Joint Doctorate Programme 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 Joint Doctorate Programme. Any change in the Consortium is therefore a substantial change to the Joint Doctorate Programme.

A change in the Consortium may involve one of the partners or the Beneficiary / Coordinating organisation. 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:

- 1) the joining of one (or more) additional partner(s) (which may under no circumstances lead to an increase in the grant awarded);
- 2) the withdrawal of one (or more) partners;
- 3) 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 Joint Doctorate Programme, since the withdrawal of one of the partners or the joining of a new partner changes the structure of the Joint Doctorate 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 fellowships 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 Joint Doctorate Programme during the period of eligibility, the use of the lump sum and the payment of fellowships 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 fellowships.

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

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 withdraws and it is replaced by another one).

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 Joint Doctorate

Programme, a new and full description of the Joint Doctorate 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 fellowships 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 on-going Joint Doctorate Programme and/or fellowship participants. Changing the end of the period of eligibility may also result in the change of the Final Report submission deadline (i.e. should the requested extension be for a period of more than 2 months, the reporting deadline may be postponed by the same period by which the period of eligibility has been extended). The extension of the eligibility period cannot exceed 12 months and cannot give rise to additional funding for the consortium or the candidate.

Extension to the eligibility period will **not be granted if** a doctoral candidate requires an additional period to catch-up on research activities and/or missed modules due to:

- poor performance;
- prolonged and unjustified absence;
- a late start of their activities which necessitates an additional period to catch-up on research activities and/or missed modules.

A.4 Major changes in the Joint Doctorate Programme

Selected Joint Doctorate Programme 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 a Joint Doctorate Programme can be adapted to recent developments in the field on a regular basis. This type of on-going adaptations of the EMJD (e.g. new/revised training activities, seminars, conferences, etc. offered to the consecutive intakes of doctoral candidates) 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 EMJD (for instance for the creation of different/new mobility tracks, a modification in the research 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 doctoral candidates, 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 Joint Doctorate Programme or the basis on which the selection decision has been taken, the Agency is free to reject them.

It should be noted that the *Erasmus Mundus Programme Guide* points out that selected EMJD 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 Joint Doctorate Programme (e.g. change of discipline or research aspects of the Programme) 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 EMJD 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 fellowship 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 doctoral candidate fellowships these cannot be increased nor can a fellowship be awarded to a doctoral candidate for an additional month in order for him / her to “catch up” with his / her studies/research activities. However, in the eventuality that the Consortium is left with unused fellowships (full or partial) following for instance drop-outs or no-show of doctoral candidates (either in Partner or Programme country category), an exceptional transfer of a maximum 20% or the equivalent of one fellowship can be requested to compensate for a possible over-demand in the other category (either Partner or Programme country). The 20% ceiling is based on the Partner country budget. 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.

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 banking information must be notified to and formally approved by the Agency. Such notification must include a revised, completed financial identification form (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.

B. AMENDMENTS VIA THE EACEA PARTICIPANT PORTAL

The EACEA Participant Portal allows the EMJD Beneficiary and the other EMJD participating organisations to register themselves any changes related to their legal entities. 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 documents² 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 beneficiaries' 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

² 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 together with the related supporting documents.

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 the Beneficiary. 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 (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

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 coordinator. 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.

C.2 Changes in the deadlines for submission of reports exceeding 30 days

A change in the deadline for the submission of reports exceeding one month (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.

D. MODIFICATIONS REQUIRING A NOTIFICATION TO THE AGENCY

In complement to the EMJD 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 that 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 EMJD 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 EMJD contact person. The prolongation request must be duly justified. The Agency will acknowledge receipt of the request and will notify the EMJD contact person in writing.

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

While the change of the legal representative of the Beneficiary, or of the EMJD 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 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 Chapter IV). This may concern for instance, minor changes (/ongoing improvement) of the EMJD content and/or structure.

Erasmus+: Erasmus Mundus Joint Doctorate 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, coordinators are invited to liaise with their contact persons in the Agency in order to verify the acceptability 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). 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

	A EXCHANGE OF LETTERS (Amendment)	B AMENDMENTS VIA THE EACEA Participant Portal (Amendment)	C AMENDMENTS BY EMAIL (Amendment)	D NOTIFICATION (Modification)
CHANGES	1) Change in the consortium composition 2) Change of the Beneficiary/coordinating organisation 3) Change in the period of eligibility 4) Major changes in the Joint Doctorate Programme 5) Change in fellowship allocation 6) Change of the legal representative of the Beneficiary 7) Change of bank account	1) Change of the legal status/type of a Beneficiary 2) Change of legal name of a Beneficiary 3) Change of legal address 4) Change of language/website	1) Change of the contact person (<i>i.e. person dealing with EMJD on a daily basis</i>) 2) Change of deadline for submission of reports > 30 days (<i>without extension of eligibility period</i>)	1) Change of an associated partner within the consortium 2) Change of deadline for submission of reports (< 30 days) 3) Changes of contact data of the legal representative / contact person

PROCEDURE	<p>Request for an amendment by letter, with supporting documents attached, dated and signed/sent by the legal representative of the coordinator.</p> <p>Submission of the request:</p> <p>For 1), 2), 3), 4) and 5) above:</p> <ul style="list-style-type: none"> • before it is due to take effect <p>For 6) and 7) above:</p> <ul style="list-style-type: none"> • as soon as the change occurs <p>For 1) to 7) above:</p> <ul style="list-style-type: none"> • at least 30 calendar days before the end of the eligibility period of the grant agreement 	<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"> • as soon as the change occurs 	<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"> • as soon as the change occurs <p>For 2) above:</p> <ul style="list-style-type: none"> • before it is due to take effect 	<p>Submission of the request for modification:</p> <p style="text-align: center;">as soon as the change occurs</p>
EACEA	<p>Acknowledgement of receipt will be sent.</p> <p>The Agency approves or rejects the request for amendment in writing within 30 calendar days (indicative) after receipt of the request.</p> <ul style="list-style-type: none"> • Following approval/validation, the Agency sends an amendment letter. Pending such exchange of letters, changes are not considered as approved by the Agency. 	<p>Acknowledgement of receipt will be sent.</p> <ul style="list-style-type: none"> • An automatic notification of the modification occurred will be sent. 	<p>Acknowledgement of receipt will be sent.</p> <p>The Agency approves or rejects the request for amendment in writing within 30 calendar days (indicative) after receipt of the request.</p>	<p>For 1), 2) and 3) above:</p> <p>The Agency sends a notification in writing within 30 calendar days (indicative) acknowledging the change occurred.</p>

III. MANAGEMENT OF THE GRANT AND THE EMJD

A. FRAMEWORK PARTNERSHIP AGREEMENT

The Agency concludes a five-year framework partnership agreement with each selected EMJD 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 Joint Doctorate Programme offered. The specific grant agreement contains the funding for the fellowships and for the lump sum payment.

Once an EMJD Programme has been selected, the Agency examines the consortiums grant application for fellowships submitted on a yearly basis (and for 5 consecutive years) by the co-ordinating institution. The grant application includes the list of doctoral candidates proposed for fellowships in the next Joint Doctorate Programme as well as the budget proposal for the corresponding fellowship funds.

Thereafter, the Agency determines the EU grant in accordance with the rules set out in the Programme Guide, the Call for Proposals and the fellowship application form. The EU grant constitutes annex II to the specific grant agreement and thereby becomes a reference point for the assessment of the various Reports to be submitted (see Chapter IV).

The grant will be broken down into:

- A lump sum of € 50.000 for the consortium offering the Joint Doctorate Programme;
- Fellowship funds for Partner country Doctoral candidates
- Fellowship funds for Programme country Doctoral candidates

The fellowship funds are further divided as follows:

Partner country Doctoral Candidates:

- A fixed contribution to travel, installation and other types of costs. These contributions amount to €7.500 per doctoral candidate;
- Participation costs (maximum 36 months): The Agency contributes € 300 /month (up to €10.800) for a non-laboratory based EMJD or € 600 /month (up to €21.600) for a laboratory based EMJD. Any amount exceeding this amount should be contributed through other funding options than the Erasmus+: Erasmus Mundus fellowship;
- Monthly allowance for costs of living (maximum 36 months): € 2.800 per month for an employment contract (i.e. up to 100.800) and €1.400 per month for a stipend (i.e. up to €50.400). The maximum amount may not be exceeded even in the event that the duration of the Joint Doctorate Programme exceeds 36 months.

Programme country Doctoral Candidates:

- A fixed contribution to travel, installation and other types of costs. These contributions amount to €3.000 per doctoral candidate if there is a foreseen mobility to Partner country partners;
- Participation costs (maximum 36 months): The Agency contributes € 300 /month (up to €10.800) for a non-laboratory based EMJD or € 600 /month (up to €21.600) for a laboratory based EMJD. Any amount exceeding this amount should be contributed through other funding options than the Erasmus+ fellowship. In the event of no other funding a mandatory justification on how the excess amount will be funded must be submitted;
- Monthly allowance for costs of living (maximum 36 months): € 2.800 per month for an employment contract (i.e. up to 100.800) and €1.400 per month for a stipend (i.e. up to €50.400). The maximum amount may not be exceeded even in the event that the duration of the Joint Doctorate Programme exceeds 36 months.

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

- whether the programme has been delivered in accordance with the proposal and the Erasmus+ Erasmus Mundus programme rules,
- whether Erasmus+ Erasmus Mundus grantees have followed the programme,
- whether high standards of quality have been maintained,
- approval by the Agency of the annual fellowship application submitted by the co-ordinating institution of the consortium which includes a list of (partner and Programme country) doctoral candidates proposed to participate in the next Joint Doctorate Programme as well as the budget proposal for the corresponding fellowship funds. The details of the selected doctoral candidates have to be submitted through the Online Mobility Database (EMT). The Agency will provide all consortia each year concrete instructions on the database and concerning the grant application, in line with the Programme Guide and the Call for Proposals.

C. MANAGEMENT OF THE LUMP SUM

The Agency pays the lump sum of € 50.000 to the co-ordinating institution in two instalments, in accordance with the payment arrangements laid down in Article 4 of the specific grant agreement. The co-ordinating institution is responsible for distributing this lump sum within the Consortium in accordance with its Consortium Agreement. Although the Agency does not request financial justifications for the payment of the lump sum it needs nevertheless, through the final report, to be informed how the lump sum was used (/distributed between the partners).

D. MANAGEMENT OF THE FELLOWSHIP FUNDS

D.1 General Principles

The Agency pays the fellowships funds to the co-ordinating organisation in two instalments in accordance with the payment arrangements laid down in Article 4 of the specific grant agreement. The Erasmus+ Erasmus Mundus consortium pays the fellowship funds to the grantees in accordance with the arrangements agreed within the consortium and the following principles:

- The fixed contribution to travel, installation and other types of costs for Partner country doctoral candidates (€ 7.500 per doctoral candidate) must be paid to them in full in a minimum of two instalments and in accordance to the fellows needs;
- Participation costs can be charged directly by the Consortia to the individual doctoral candidates' fellowship amount on a semestrial basis. The amount of participation costs charged to the doctoral candidate must be clearly specified in the Doctoral candidate Agreement which is to be signed between the doctoral candidate and the consortia;
- The monthly allowance for living costs (i.e. € 2.800/month for an employment contract and 1.400/month for a stipend) must be paid on a monthly basis to the doctoral candidate's personal account. **For employment contracts:**
 - The consortium will have to deduct the relevant charges and taxes attached to this type of contract. In that case, this living allowance is a gross EU contribution to the candidate's salary costs. Consequently, the net salary results from deducting all compulsory charges in accordance with national legislation. The host organisation may pay a top-up to the candidates in order to complement this contribution as long as it respects national rules and the eligibility expense criteria of these complementary resources;
 - Consortia are free to use the contract forms/templates of their choice as long as these respect national regulations and that the provisions described therein are in line with both the EMJD provisions and those of the European Charter for Researchers and Code of Conduct for the Recruitment of Researchers
- The monthly allowance can only be paid as from the month of arrival. This is especially pertinent to late arrivals of doctoral candidates' to the Programme;
- It is not allowed to split the payments into more than 36 instalments even if the EMJD lasts more than three years;
- The payment arrangements to the grantees must be in line with the provisions detailed in the relevant doctoral candidate agreements;
- Grantees are free to use their fellowships as they wish;
- Fellowships are intended for full-time study/research activities. The programme however does not foresee any restrictions for re-numerated work outside the fellowship activities providing:

- It is in line with the national legislation of the country(ies) concerned (e.g. the visa or residence permit allows it);
 - The doctoral candidate can still dedicate the necessary efforts to their joint programme mandatory activities in order to complete it successfully within the agreed period.
- A doctoral candidate may receive additional funding for their study/research activities providing these are not from other EU sources/programmes;
 - The regular fellowship payments to the candidate can only be stopped if the candidate is expelled / released from programme, or leaves the programme on their own demand. The fellowship payments cannot be used by the programme as a “conditionality” mechanism i.e. to improve performance, ensure presence/participation etc.;
 - The Consortium shall be held responsible for any amount paid to ineligible candidates. Ineligible candidates are candidates that neither comply with the Programmes eligibility criteria nor with the Consortium specific eligibility/selection criteria. Any such unduly paid amounts may be recovered by the Agency;
 - The Consortium shall be held responsible for any amount overpaid to candidates. Overpaid amounts are considered to be payments made to candidates for a period in which they were not actively participating in the programme i.e. A candidate having received an instalment for month “n” whereas they have left the programme in month “n - 1” or a candidate receiving payments for their research period for which they have not any proven research activities;
 - The Consortium shall be held responsible for using the awarded fellowships in an improper way (e.g. using employment contracts amounts as stipends).

D.2 Management of the fellowship funds in case of dropout/expulsion from the Joint Doctorate Programme

If doctoral candidate grantees withdraw their application before or during their study/research period or if they are excluded from the Joint Doctorate Programme because of lack of (/insufficient) performance, the Consortium has the possibility to reallocate the remaining monthly allowance, participation costs and fixed contribution costs to another doctoral candidate under the condition that the latter was included in the approved reserve list and that they were participating in the same EMJD edition. Such replacements must be notified to and approved in advance by the Agency in accordance with Chapter II Section A of this Handbook. Additionally the consortium should bear the following in mind:

- The doctoral candidate **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 fellowship candidates selection procedure;
- The **geographical balance criteria** should be respected;
- The new Beneficiary doctoral candidate **must be capable to complete the Joint Doctorate** activities within the same period as all other doctoral candidates from the same cohort;
- The reallocation of fellowships is **only possible in the first year** of the cohorts activities unless the potential reserve list candidate **is participating** in the programme at their own costs.

At the time of the candidate withdrawal (/consortium decision to stop the fellowship payment), the consortium must inform the Agency of the unspent amount (i.e. the remaining parts of the doctoral candidates monthly allowance, participation costs and fixed contribution costs) and, if applicable, its proposal to reallocate it either to another doctoral candidate or to request a budgetary transfer between Partner and Programme country categories in accordance with Section II Article A.5. Further details on the withdrawal/cancellation of a fellowship will have to be provided in the progress report and/or request for further pre-financing but in any case with the final report.

In this context, and prior to the candidates receiving any payment, the Consortia should ask them to sign a declaration whereby they bind themselves, in the eventual case of termination of the programme (e.g. doctoral candidate did not reach the minimum requirements to continue, lack of active participation, due to personal reasons/choices etc.), to reimburse any fellowship contribution they receive which exceed the duration of their programme participation (i.e. based on the number of months they attended/completed). This should be further elaborated in the doctoral candidate agreement.

D.3 Management of the fellowship funds in case of course interruption

Employment Contracts

Parental and maternity leave:

Parental leave is taken by the candidate in accordance with the law applicable to the employment contract. It is paid by either the social security system or the employer. As a consequence the payment of the EMJD fellowship is interrupted – only to be resumed once the candidate returns to the Programme.

As far as the contract duration is foreseen, the period of parental leave is considered to be a suspension of the agreement the fellow has with the host institution. The period of suspension ends at the end of the parental leave. If the parental leave occurs towards the end of the contract the coordinator should ask for an amendment to the contract extending its period of eligibility in accordance with Chapter II Article A.3.

Sick leave:

In the event of sick leave the sick leave period is paid by the social security, and not to be financed from the fellowship grant.

As far as the contract duration is foreseen and depending on the length of the sick leave the period of sick leave can be considered to be a suspension of the agreement the fellow has with the host institution. The period of suspension ends at the end of the sick leave. If the sick leave occurs towards the end of the contract the coordinator should ask for an amendment to the contract extending its period of eligibility in accordance with Chapter II Article A.3.

Stipends:

A doctoral candidate fellowship can be put on hold if the doctoral candidate has to temporarily leave the joint programme following duly justified and well documented reasons. In such a case the fellowship payment must be interrupted until the candidate is again physically present at their host institution and can actively participate in the research programme activities.

If despite the temporary absence the candidate can catch up on their research activities without needing to extend the originally agreed research period, the monthly allowances corresponding to the period of interruption could be paid to the candidate after seeking authorisation from the Agency.

If on the contrary, the absence is too long and requires an extension of the originally agreed research period, the consortium must send the Agency a duly substantiated request to extend the eligibility period for the specific 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 agreement (see Chapter II Article A.3 above). The extension cannot exceed 12 months and cannot give rise to additional funding for the consortium or the candidate.

E. 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 expenditure calculated per candidate 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 have 15 days to submit the additional information requested or to submit a new report.

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

F. BANK ACCOUNT

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

- in the name of the Beneficiary institution (personal accounts are not acceptable under any circumstances);
- denominated in Euro;
- must be able to identify the payments made by the Agency;
- in one of the 28 Member States of the EU or an EFTA-EEA state.

Cash withdrawals from the account must be substantiated by receipts.

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 fellowship in a currency different to the Euro shall be made using the daily exchange rate on which the grant recipient is paid and ensuring that they always receive the Euro counter equivalent – any exchange rate gain/loss is to be managed by the Beneficiary/coordinating organisation.

G. ACCOUNTING SYSTEM / INTERNAL CONTROL

The Beneficiary must set up an adequate accounting system, which must make it possible to easily identify the payment of fellowships to doctoral candidates 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 fellowship scheme must be recorded using a numbering system in which the fellowship scheme is given a specific identifiable number.

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

H. MANAGEMENT OF THE EMJD

Any full partner organisation whose name does not appear in the original application submitted by the Beneficiary or whose participation in the Joint Doctorate Programme 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 is solely responsible for the relations between partners, in particular including the dividing up of the grant between the Beneficiary and its partners.

I. 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

Any communication or publication related to the Project, made by the EMJD participating organisations, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), must indicate that the project has received funding from the Union and must display the European Union emblem. 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

Erasmus+ logo:

The project's publications and results that are distributed must carry the Erasmus+ logo and mention "Co-funded by the Erasmus+ Programme of the European Union" (for projects funded by the E+ programme alone, "co-funded" should be replaced by "funded"):

Example of logo to be used:



L. 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/eplus-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 Joint Doctorate Programme implementation is ensured by the reports, by follow-up visits organised by the Agency, and by the consultation of the data recorded by the EMJD in the EACEA Mobility Tool (<https://eacea.ec.europa.eu/erasmus-mundus/index.cfm>).

Reporting is a crucial phase of the Joint Doctorate Programme since it allows a review and an assessment of:

- the maintained quality of the Joint Doctorate Programme;
- the participation of the selected Doctoral candidates in the Joint Doctorate Programme as well as the payment of fellowships to these grantee holders;
- the correct handling of the fellowship funds disbursed by the Joint Doctorate Programme Consortium to the doctoral candidates.

In order to ensure an efficient monitoring of the EMJD, different type of reports will have to be submitted throughout the Framework Partnership Agreement (**FPA**) and Specific Grant Agreement (**SGA**) duration. For both 3 and 4 year EMJDs (and in accordance with Article 5 of the SGAs):

- Progress Report (**PR**) (annex III to the specific grant agreement) to be submitted for the first and second SGA;
- Further Pre-financing Request (**PF**) (annex III to the specific grant agreement) to be submitted for every SGA when at least 70% of the first instalment has been spent;
- Final Report (**FR**) (annex III to the specific grant agreement) shall be submitted after the end of the SGA's eligibility period.

The shaded columns below represent the "overlapping" reporting phases throughout the lifetime of a FPA.

Although the dates for the progress report (PR) and final report (FR) are contractually stipulated, the submission of the further pre-financing request (PF) 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.

The reporting pattern of a 3 year EMJD:

Year N	N+1		N+2				N+3			N+4			N+5		
Jun Dec	Mar Jun Dec	Mar Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	
SGA	PR		PR		PF		FR								
	PR	SGA	PR		PF		PF		FR						
			PR	SGA			PF		PF				FR	Etc...	
					PF		SGA						PF	Etc...	
								PF		SGA			FR	Etc...	

The reporting pattern of a 4 year EMJD (in essence the same as 3 year EMJD with the exception of the final report due 1 year later):

Year N	N+1	N+2	N+3	N+4	N+5
Jun Dec	Mar Jun Dec	Mar Jun Nov Dec	Jun Nov Dec	Jun Nov Dec	Jun Nov Dec
SGA	PR	PF		FR	
	SGA	PR	PF		FR
		SGA		PF	Etc...
			SGA		PF Etc...
				SGA	Etc...

As the Reports are the main monitoring and evaluation tools, they must provide as complete and accurate a picture of the state of play of the Joint Doctorate Programme and the fellowship scheme as possible. Beneficiaries are therefore advised to read the Report forms carefully so that they are familiar with the content and aware of the accounting information required for their completion. Special attention should be paid to the instructions on the report forms.

B. FORMAL REQUIREMENTS FOR REPORTS

For the Agency to be able to assess the reports, the forms in the annex III to 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. If a report is not presented in its correct form or is presented in an incomplete way, the Agency may decide not to analyse it until its formal presentation is correct. If the Agency is not able to obtain the report in the correct format, the grant may be revoked, the Joint Doctorate Programme cancelled and the Beneficiary required to reimburse the Agency the grant already paid.

All submitted reports must be accompanied by endorsed print-outs from the online database guaranteeing the accuracy and completeness of the data contained therein.

C. PROGRESS REPORT

A "Progress Report" (annex III of the specific grant agreement) is to be submitted on 15 March following the year of signature of the first two Specific Grant Agreements. The report must cover the reporting period elapsed since the submission of the last report or, if no reports have yet been submitted, from the start of the specific grant agreement to the submission date of the Progress Report.

The purpose of the "Progress Report" is to:

- ensure that the Joint Doctorate Programme (and Consortium) gets off to a successful start at the beginning of the framework partnership agreement;
- ensure that the Programme is being delivered in line with the approved and accepted application;
- address immediately any unexpected problems which arise during the phase of the programme implementation;
- ensure that any conditional eligibility criteria have been respected and fulfilled (e.g. signing of a consortium agreement etc.);
- ensure that all necessary evaluation and quality assurance mechanisms are in place ensuring not only a smooth running of the Joint Doctorate Programme but also the regular evaluation of doctoral candidates and the qualitative content of the programme.

In case of patent non-compliance with such high quality standards the Agency may cancel the Joint Doctorate Programme and ask for the reimbursement of the grant.

D. 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 fellowship 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 fellowship scheme in order for the Agency to check the level of consumption of the first instalment;
- concise information on specific aspects of the Joint Doctorate Programme 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 pre-financing request, the next pre-financing payment can be paid to the Beneficiary. The Agency reserves the right not to pay the full amount of the further pre-financing payments if it is clear that the consortium will not be able to pay the full amount of fellowships specified in the specific grant agreement due to dropouts who will not be replaced by doctoral candidates from the reserve list.

E. FINAL REPORT

E.1 General Principles

The purpose of the Final Report is to evaluate both the implementation of the fellowship scheme and the implementation of the Joint Doctorate Programme for the corresponding doctoral candidate cohort. Its further purpose is to financially close the specific grant agreement. Therefore, all expenditures must have been incurred and all fellowships 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.

Approval of the Final Report by the Agency does not imply that the Agency recognises the regularity or correctness of the Report’s content. A consortium can always be subject to an audit (see Chapter V of this Handbook).

E.2 Description of the Doctorate Programme and fellowship scheme for the already concluded academic year(s)

This part of the Final Report is intended to provide a detailed picture of how the Joint Doctorate Programme developed, how the fellowship 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.

E.3 Financial part: declaration of expenditure under the fellowship scheme

This part of the Final Report consists of a detailed declaration of the fellowships paid out under the Erasmus+: Erasmus Mundus fellowship scheme during the whole duration of the specific grant agreement. This declaration is based on unit costs per grantee (for stipends) and on actual costs (for employment contracts) as described in annex II to the specific grant agreement and the Final Report form. The amounts to be declared concern only the Erasmus+: Erasmus Mundus funding and not any other co-funding amounts that the consortium may have used.

Copies of supporting documents (contracts, payment slips, receipts, bank statements, etc.) need not be supplied with the Final Report. However, in carrying out a review and analysis of the figures declared in the declaration of expenditure, the Agency may ask the Beneficiary for further details and copies of the 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. The Beneficiary must supply the information requested within 15 days.

Failure to do so may result in a reduction or even the cancellation of the grant.

E.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 fellowships due to dropout of candidates), 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.

E.5 Appeals

If the Beneficiary does not agree with the final grant awarded or the reimbursement claimed by the Agency, then it may submit an appeal to the Agency. In order to be valid, the appeal must be in writing, signed and dated by the legal representative of the coordinating institution, and sent to the Agency within 60 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 reject an appeal which is not submitted within the 60 day period or which does not contain the necessary justifications or documentation.

The Beneficiary may also request an 'evaluation review' with the Director of the Agency on the procedural aspects of the evaluation preferably within one month after receiving the settlement letter.

Finally, if believes there has been a maladministration the Beneficiary may also lodge a complaint to the European Ombudsman in accordance with Article 228 TFEU within two years of becoming aware of the facts on which the complaint is based (see <http://www.ombudsman.europa.eu>).

F. 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 Joint Doctorate Programme and fellowship 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 Joint Doctorate Programme and that the fellowship 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.

G. FINAL SUMMARY REPORT AT THE END OF THE FIVE YEAR PERIOD

At the end of the framework partnership period for which a Joint Doctorate programme has been selected, the co-ordinating institution of the consortium shall submit a Final Summary Report on the experience of running the Joint Doctorate programme and the fellowship scheme (Annex III to the specific grant agreement). This Final Summary Report will cover the entire eligibility period and will be a summary of the findings of the annual Final Reports.

V. SUPPORTING DOCUMENTS & AUDITS

A. GENERAL REMARK

As set out in Article II.19 of the framework partnership agreement, an operational and / or financial 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 from the date of payment of the balance for the corresponding action. In such cases, the Beneficiary will be notified that an 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 management of the fellowship scheme not only by the Beneficiary, but also by the partner institutions. The audit will not cover the lump sum granted under Action 1.

The purpose of these audits is twofold:

- firstly, to check that the consortium's financial reports presented for payment are consistent with the Beneficiary's basic accounts and to ensure that EU funds are being / have been spent in accordance with the framework partnership agreement, the specific grant agreement and its annexes and that the fellowship scheme is being / has been implemented;
- 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.

The main assessment criterion is transparency. It is essential for the auditors to have access to full, accurate and properly documented information. To this effect all original invoices or accounting documents of an equivalent value relating to the Action must be kept for a period of five years from the closure date of the framework partnership agreement / 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 fellowships have been paid out to the selected doctoral candidates and can take the form of salary slips, payment slips, receipts, invoices, proofs of stays, bank statements, etc. Supporting documents for the spending of the annual lump sum need not be provided.

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 chapter, the auditors reserve the right to deduct the costs in question from the EU grant.

C. FINDINGS AND OUTCOME

Audit Reports are internal documents and are confidential. However, the Beneficiary will be informed in writing of the audit findings within a period of four months from the date of when the audit was carried out. The audit will lead to one of the following results:

- The audit is entirely satisfactory: the auditors have found no significant shortcomings in the

- financial management or other aspects of the management of the fellowship scheme;
- Expenses not covered by supporting documents have been found: these will entail a demand for reimbursement to the Agency.

VI. EMJD MONITORING

A. MONITORING VISIT

During the life of the framework partnership agreement the Agency (with a possible participation of the National Structures) will visit the Consortium at least once in the context of a monitoring visit.

The monitoring visit should help to ensure that serious problems are avoided through the very early identification of any difficulties inhibiting the project's successful implementation. A monitoring visit gives both applicants and the Agency the opportunity to improve the quality of projects as a whole.

This should in no way be seen as an Audit. The financial monitoring will consist in identifying what arrangements are there to control and monitor project implementation and to detail any problems.

Occasions for monitoring visits:

- visit by Agency representative(s) to a partnership meeting (during the doctoral candidate selection exercise);
- visit by Agency representative(s) to the premises of the coordinator/partner organisation (during one of the annual consortium meetings);
- Additional project monitoring methods may be developed in response to new needs that arise. If the monitoring requires a visit to coordinators premises, 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 will provide feedback to the coordinator after any meeting has taken place.

The Agency's visit to the coordinating and/or partner institution can take place at any time during the lifetime of the project. The objectives of the visit are: to verify the status of the project's implementation, organisation and implementation of the mobility; to obtain a clear picture of how well the project is being managed; to see how well partners are cooperating; and to provide the project with support and guidance. At a more detailed level, the visit will focus on the follow-up of the mobility implementation, communication between the partners, administrative practices, project documents as well as on general questions relating to the financial management of the project. The Agency shall also require meeting with EMJD doctoral candidate fellowship holders.

During this visit the Agency representatives 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.

B. MEETINGS ORGANISED BY THE AGENCY

Representatives of the consortium must participate in meetings organised by the Agency up to two meetings per SGA. Expenditure related to this participation must be financed by the consortium out of the lump sum referred to in Article I.4.1 of the Framework Partnership Agreement.