

Questions and Answers concerning Creative Europe activities in light of the COVID-19 pandemic

EUROPEAN COMMISSION

Directorate-General for Education, Youth, Sport and Culture Directorate EAC

European Commission B-1049 Brussels

© European Union, 2020 Reuse is authorised provided the source is acknowledged.

The reuse policy of European Commission documents is regulated by Decision 2011/833/EU (OJ L 330, 14.12.2011, p. 39).

EUROPEAN COMMISSION

Questions and Answers concerning Creative Europe activities in light of the COVID-19 pandemic



The World Health Organization officially declared, on Wednesday 11 March, the COVID-19 as a global pandemic. Therefore, to respond to the exceptional situation caused by this global pandemic, it is justifiable to apply the principle of force majeure. Considering the principle of prudence, which underlines and inspires all of our activities, it would be difficult to do otherwise given the current circumstances, under which a large and important number of activities in the framework of the Creative Europe programme – planned or currently undertaken in the framework of already selected projects - have already been cancelled or will be postponed.

The European Commission's main objective is the safety and protection of all Creative Europe participants/beneficiaries, while fully respecting all the containment measures taken at national level. The work of the European Commission is aiming at helping project beneficiaries as well as other participants in the programme, to deal with the negative consequences of the crisis.

The Commission will continue to adapt its response to this unprecedented situation as it evolves, clarifying and simplifying the application of rules and procedures where necessary, in cooperation with the Education, Audiovisual and Culture Executive Agency (EACEA) and counting on the support of Creative Europe Desks.

This document gives answers to questions that were raised and those that may come up. It will be regularly updated to take account of further concerns.



Table of contents

1. Open calls for proposals	1
1.1 If you apply to a call for proposals whose deadline is approaching	1
2. Selected applicants	1
2.1 Is a scanned copy allowed to complete a grant agreement for a project?	1
3. Current beneficiaries	1
3.1 Can we cover additional or exceptional costs, such as e.g. those linked to extra flight ticket to get home early with Creative Europe funds?	1
3.2 Will the operational support from Creative Europe be given (wages) in the event that activities within the project are being cancelled?	1
3.3 What are the Grant Agreement's options if it is not possible to implement the project as foreseen?	1
3.4 Will the incurred expenses for cancelled activities be covered by the EU grant?	3
3.5 In case of postponing events becoming increasingly difficult, is it allowed to replace events with other formats and activities more suited to the current situation e.g. webinars, publications, videos?	3
3.6 Until when can some activities be postponed, while still being eligible within the project duration?	3
3.7 If a beneficiary is facing significant losses and has incurred costs for postponed or cancelled events, can it apply for additional funding to mitigate losses and support the rescheduling of events where appropriate?	3
3.8 Is it possible to reshuffle budgets within a grant?	3
3.9 Are delays allowed in submitting deliverables and submitting final reports?	4
3.10 Can exceptions be granted, if some elements are missing from final reports?	4
4.General questions	4
4.1 Where can I address questions on the impact of the Covid-19 outbreak on Creative Europe-CULTURE activities?	4
4.2 Where can I address questions on the impact of the Covid-19 outbreak on	4



1. Open calls for proposals

1.1 If you apply to a call for proposals whose deadline is approaching

The Commission has extended the deadline for applications for a number of Creative Europe calls for proposals. The new deadlines can be found here.

2. Selected applicants

2.1 Is a scanned copy allowed to complete a grant agreement for a project?

Please contact EACEA (contact details have been given in the notification letter). Given the current exceptional circumstances, EACEA may agree to temporarily accept exchanges of signed and scanned copies of grant agreements. However, this will have to be validated by a formal exchange of paper copies of signed documents once the restrictions in place in relation to the COVID-19 pandemic have been lifted.

3. Current beneficiaries

3.1 Can we cover additional or exceptional costs, such as e.g. those linked to extra flight ticket to get home early with Creative Europe funds?

Yes, you may consider these additional or exceptional travel costs, directly and exclusively linked to the project, as "eligible" as long as the overall budget for your project covered by the grant agreement in question is not exceeded, and that incurred costs cannot be reimbursed from other sources. When the eligibility of the costs is assessed, you might need to provide proof of the need to reimburse these additional and/or non-refundable costs. However, the Agency will have to assess these additional or exceptional travel costs case-by-case. Please refer to the note already published by the Agency.

3.2 Will the operational support from Creative Europe be given (wages) in the event that activities within the project are being cancelled?

Even in cases where some Creative Europe activities foreseen in the funded project are cancelled, costs directly and exclusively linked to cancelled activities may be considered as eligible under your EU grant, provided that you can demonstrate costs could not be avoided and the cancelled activities could not be reimbursed from other sources and you submit relevant supporting documents in this sense. However, the Agency will have to assess these costs case-by-case.

3.3 What are the Grant Agreement's options if it is not possible to implement the project as foreseen?

Beneficiaries whose project implementation is impaired or prevented by the COVID-19 situation may use the following options.



Extension of the project duration and / or modification of the content of the project activities

Where the execution of contracts is impeded because of COVID-19 (for example due to unavailability of key staff, the impossibility of carrying on work in a zone affected by the virus or any other case which can be regarded as force majeure), EACEA may accept replacement activities or delayed performance. This could be done following a justified request by the beneficiary/contractor/expert to amend the contract including by extending the period of its implementation/ performance. However, the maximum grant amount indicated in the grant agreement cannot be increased.

Suspension of the project implementation

If you consider that the COVID-19 situation makes your project implementation (or part of it) impossible or excessively difficult, you can notify the Agency about your decision to suspend the implementation of the project (or part of it). The notification of suspension must explain how the implementation of your pro-ject is impaired by the out-break of COVID-19 (e.g. date of occurrences, territories and activities affect-ed), and the foreseeable date of resumption. The Agency will verify that the suspension is well motivat-ed.

Please note that the date of effect is the date of notification of the suspension to the Agency and that any costs incurred by the beneficiaries during the period of suspension for the implementation of the suspended project or part of the action will be ineligible and shall not be reimbursed or covered by the grant.

Once the restrictions in place in relation to the COVID-19 pandemic have been lifted and allow resuming the implementation of the action, the beneficiary shall inform the Agency immediately and present a request for amendment of the grant agreement as provided for in the grant agreement, together with the desired date of resumption and, if appropriate, the required adaptation of the implementation of the action. The timing and duration of the extension will depend on the limitations of the programme rules, and/or any postponement already granted.

Please note that if the amendment requested puts into question the award of the grant, in particular, in light of the conditions provided in the call for proposals and the level of the implementation of the project, the amendment request will be rejected and the grant may be terminated. Finally, please also note that the maximum grant amount provided in the grant agreement cannot be increased because of the suspension.

Postponement of the start of the action

Postponement of the starting date of the action is possible for grant agreements about to be signed and, via an amendment, for grant agreements already signed but with a starting date in the future (no work has started yet. A starting date fixed later in time may delay the pre-financing payment.

Termination of the grant agreement

If you consider that you are no longer in a position to implement your project because of the COVID-19 situation, you must inform the Agency and can decide to terminate your grant agreement, following the dedicated procedure provided in the grant agreement.

However, in any circumstances, the Agency has to assess the application of these options mentioned in the paragraphs above case-by-case.



3.4 Will the incurred expenses for cancelled activities be covered by the EU grant?

In the cases where the Creative Europe activities are cancelled and organisations have incurred costs, directly and exclusively linked to these activities, which fulfil the eligibility conditions and that cannot be reimbursed from other sources, they may be considered as eligible under the grant. Organisations are invited to keep proof of the "force majeure" event, and of the fact that they could not be reimbursed from other sources. However, the Agency will assess these incurred costs case-by-case. In case of doubt, please contact your project officer at the Agency.

3.5 In case of postponing events becoming increasingly difficult, is it allowed to replace events with other formats and activities more suited to the current situation e.g. webinars, publications, videos?

Yes, where the execution of contracts is impeded because of COVID-19 (for example due to unavailability of key staff, the impossibility of carrying on work in a zone affected by the virus or any other case which can be regarded as force majeure), EACEA may accept replacement activities. This could be done following a justified request by the beneficiary/contractor/expert to amend the contract including by extending the period of its implementation/ performance.

Furthermore, in any circumstances, the Agency has to assess the application of this option mentioned in the paragraph above case-by-case.

However, the maximum grant amount indicated in the grant agreement cannot be increased.

3.6 Until when can some activities be postponed, while still being eligible within the project duration?

Where the execution of contracts is impeded because of COVID-19 (for example due to unavailability of key staff, the impossibility of carrying on work in a zone affected by the virus or any other case which can be regarded as force majeure), EACEA may accept delayed performance. This could be done following a justified request by the beneficiary/contractor/expert to amend the contract including by extending the period of its implementation/ performance.

Furthermore, in any circumstances, the Agency will assess the application of this option mentioned in the paragraph above case-by-case.

However, the maximum grant amount indicated in the grant agreement cannot be increased.

3.7 If a beneficiary is facing significant losses and has incurred costs for postponed or cancelled events, can it apply for additional funding to mitigate losses and support the rescheduling of events where appropriate?

Unfortunately, it is not possible to ask for additional funds under an ongoing grant agreement.

3.8 Is it possible to reshuffle budgets within a grant?

Budget variations can be implemented within the conditions specified in the grant agreement. If the changes are more important, they can be acknowledged via an amendment to the grant agreement. In any case, the total budget and grant cannot be increased. However, the Agency will assess these proposed budget variations case-by-case. Please contact EACEA for further information on this issue.



3.9 Are delays allowed in submitting deliverables and submitting final reports?

Yes, delays are admitted given the circumstances. If the final reports cannot be submitted within the delays specified in the grant agreement, please contact EACEA in order to inform the Executive Agency about the delay.

3.10 Can exceptions be granted, if some elements are missing from final reports?

All mandatory elements of final reports should be delivered. If deliverables related directly and exclusively to cancelled activities cannot be provided, this can be accepted if clearly explained and justified in the final report.

4. General questions

4.1 Where can I address questions on the impact of the Covid-19 outbreak on Creative Europe-CULTURE activities?

Beneficiary organisations coordinating projects, applicants or other initiatives should contact for support the organisation which granted their project, either:

- The <u>Education</u>, <u>Audiovisual and Culture Executive Agency (EACEA)</u>, for Cooperation projects, Networks, Platforms, Literary Translation scheme (for ongoing projects: eacea-culture-contractual@ec.europa.eu) and Cultural Cooperation in the Western Balkans 2019
- The European Commission, Creative Europe Unit, EAC-UNITE-D2@ec.europa.eu, for other funded initiatives (European Capitals of Culture, European Union Prizes, EHL)

4.2 Where can I address questions on the impact of the Covid-19 outbreak on Creative Europe-MEDIA activities?

For answers regarding the Creative Europe MEDIA activities, contact the <u>Education, Audiovisual and Culture Executive Agency (EACEA)</u>.

