

# Working with supporting organisations

## Guidance for beneficiaries of Erasmus+ Key Action 1 in adult education, vocational education and training, and school education under 2021 and 2022 calls for proposals

### 1. Introduction

The purpose of this document is to provide guidance to beneficiary organisations of Erasmus+ Key Action 1 that wish to work with a supporting organisation, as allowed by the Erasmus+ Programme Guide. This guidance is relevant for beneficiary organisations of accredited projects and short-term projects in Key Action 1 for the fields of adult education, vocational education and training, and school education.

The content of this document is advisory and as such, it does not introduce any rules in addition to those quoted from the Erasmus+ Programme Guide and the Erasmus quality standards.

Equally, the recommended text for various clauses of the contract between the Erasmus+ beneficiaries and supporting organisations is purely advisory. It is not obligatory to include the text in this exact form – in fact, it is strongly recommended to adapt the language and content to your national legal framework and particular circumstances of your project.

The guidance does not include an exhaustive list of elements to be introduced in the contract with the supporting organisations. Rather it focuses on a small subset of topics that have a crucial importance for compliance with Erasmus quality standards.

Consequently, neither the European Commission nor the National Agency shall not be held liable in the event of a claim related to the execution of these guidelines.

### 2. What is a supporting organisation?

A supporting organisation is any organisation (or another entity external to the beneficiary) that assists the beneficiary with specific implementation tasks on paid or unpaid basis. This definition and further guidance on how to work with supporting organisations is included in the [Erasmus quality standards](#):

***Supporting organisations, transparency and responsibility:*** *in practical aspects of project implementation, the beneficiary organisations may receive advice, assistance or services from other organisations, as long as the beneficiary organisations keep control of the content, quality and results of the implemented activities, as described under 'core tasks'.*

*If beneficiary organisations use programme funds to pay other organisations for specific implementation tasks, then the obligations of such organisations must be formally defined to ensure compliance with the Erasmus quality standards and protection of the Union funds. The following elements must be included in the formal agreement between the beneficiary and the service provider: tasks to be carried out, quality control mechanisms, consequences in case of poor or failed delivery, and flexibility mechanisms in case of cancellation or rescheduling of agreed services that guarantee fair and balanced sharing of risk in case of unforeseen events. Documentation defining these obligations must be available for review by the National Agency.*

*Organisations that assist the beneficiary with specific implementation tasks (on paid or voluntary basis) will be considered supporting organisations and must be registered in the official reporting tools. The involvement of supporting organisations must bring clear benefits for organisational development of the beneficiary organisation and for the quality of mobility activities.*

*In all cases, the beneficiary organisation will stay responsible for the results and quality of implemented activities, regardless of the involvement of other organisations.*

Hosting organisations are generally not supporting organisations, however if a hosting organisation performs additional tasks (e.g. as mentioned in 8.1.), then they are considered to be both hosting organisation and supporting organisation.

### **3. Applicable grant agreement provisions**

Your project grant agreement defines two ways in which organisations that are not a party to the agreement can be involved in project implementation:

- a) **Contracting**, as defined in article II.10 of the General Conditions. Contracting is a term applicable to purchase of routine services and necessary goods for implementation of your project. Purely logistical and auxiliary tasks would fall in this category: for example purchasing travel tickets from a travel agency, buying an insurance policy, etc.
- b) **Subcontracting**, as defined in article II.11 of the General Conditions. Subcontracting means that an organisation who is not a signatory or co-signatory of the grant agreement (a third party) is hired by the beneficiary organisation to complete tasks that form a part of project implementation. According to the grant agreement, core tasks cannot be subcontracted. This rule significantly narrows down the number of tasks that can be considered for subcontracting in a mobility project, where most project tasks are core tasks due to the simple and standardised nature of project activities (for examples and more information, see section 8.1).

### **4. Unpaid supporting organisations and consortium members**

Limitations forbidding delegation of core tasks apply equally to unpaid supporting organisations, however other rules on contracting and subcontracting defined by articles II.10 and II.11 of the standard grant agreement do not apply to unpaid supporting organisations because they do not receive any funds in exchange for their services.

Similarly, articles II.10 and II.11 do not apply to consortium members acting as supporting organisations to other organisations in the consortium because all consortium members are signatories to the grant agreement itself, so by definition they cannot be contracted or subcontracted.

Irrespective of the above interpretations, it is important to understand that requirements defined by the Erasmus quality standards do apply to unpaid supporting organisations, as well as consortium members that act as supporting organisations by taking on tasks that would normally be completed by the sending organisation or the consortium coordinator.

Consortium coordinators can never be identified as supporting organisations since their obligations are by definition much wider, being responsible for compliance with Erasmus quality standards in all activities in their project.

## 5. Should you work with a supporting organisation?

To understand the rules and quality standards applying to supporting organisations, it is important to keep in mind the purpose of Erasmus+ Key Action 1 itself. Key Action 1 has two broad goals: to provide learning mobility opportunities to individuals, and to develop the capacities of education institutions that are organising those mobility activities.

If a beneficiary organisation is relying too much on a supporting organisation then the result can be that they will not develop new capacities and institutional knowledge, which means that the programme funds are not being used correctly. This is why the quality standards define detailed requirements for working with supporting organisations.

Implementing Erasmus+ projects includes operational and administrative tasks that education institutions are not used to in their daily work. Relying on a supporting organisation to make project management easier can sound tempting. However, from the perspective of the Programme's overall purpose, this creates a risk of reducing the impact and quality of the project because taking up new tasks and overcoming challenges is exactly how new institutional capacity is created. Employing a supporting organisation to avoid facing new challenges can significantly reduce the long-term positive effects on the beneficiary organisation. Institutional learning and capacity building are not easy processes - there are no shortcuts to success.

If you are encountering challenges when preparing or implementing your project, there are various solutions that you can adapt without needing to involve a supporting organisation:

- If you need help understanding the rules of the programme, you should seek support from your National Agency. They are the only competent authority to provide you with reliable answers.
- If you are rather looking for informal, practical advice, then it is a good idea to ask advice of your peers, for example colleagues working in similar education institutions in your area with more experience in Erasmus+. You can contact your National Agency to ask about opportunities to meet other Erasmus+ beneficiaries during seminars and workshops.
- Finally, if you are overwhelmed with the number or difficulty of tasks, then you should consider lowering your ambition, at least temporarily. Success in Erasmus+ is not measured by the number of activities you can organise. Institutional development is what really matters, so taking more time to focus on quality rather than quantity will improve your chances of success.

In short: handling your project tasks on your own is generally the best and safest way to move forward.

On the other hand, if you are convinced that outside help could truly boost your organisation's project, then you should have clear and specific ideas about what you want from a supporting organisation. Having a clear purpose for involving a supporting organisation will make it much easier to define your cooperation with them and to justify it. For example, a specific reason to temporarily work with a supporting organisation could be to organise a certain type of activity for the first time, or to expand your partner network to a new country.

On the other hand, if you are considering working with a supporting organisation because you feel that Erasmus+ is difficult in general, this is not a good signal. It means you are at risk of having the supporting organisation effectively run your project for you. This is a failed opportunity to boost your own organisation's knowledge and capacity, and it creates a risk of breaching programme rules and quality standards.

If you do decide to work with a supporting organisation, you should be aware of the risks it entails. Unfortunately, Erasmus+ funds are often targeted by predatory organisations and individuals that aim to extract money from Erasmus+ beneficiaries while providing low quality services in exchange.

You should therefore approach the selection of a supporting organisation with caution. Certain types of behaviour can serve as 'red flags', indicating potentially problematic organisations early on and telling you that it is better to avoid working with them. Examples of 'red flag' behaviour include:

- x **Offering or asking to write your application or reports (with or without payment)** – this is a grave breach of Erasmus+ rules and is very likely to lead to your organisation having to give back Erasmus+ funds. For accredited organisations, an immediate suspension may also be considered if drafting of the application or reports has been handed over to another entity.
- x **Requesting access to your applications or projects in Erasmus+ IT tools** – your organisation is the owner of its project and is the only one that should have access to its data in the Erasmus+ IT tools. This is particularly important because these tools contain personal data of participants and give access to actions related to your project that only you can authorise. You should never provide access to your project in Erasmus+ tools to any organisation that is not a signatory of your grant agreement.
- x **Aggressive advertising and scare tactics**, trying to convince you that Erasmus+ is too difficult for your organisation to handle on its own. Thousands of schools, VET providers and adult education providers across Europe have successfully participated in Erasmus+ entirely on their own – and so can you! Entering Erasmus+ for the first time can be challenging, but it is certainly possible. The experience of that journey will be incredibly enriching for your organisation. If a supporting organisation is trying to convince you that you cannot do it without them, it is a clear sign that you are better off not working with them. Aggressive advertisers will often contact organisations whose name appears on your National Agency's public list of newly accredited organisations or selected projects. At this point you have already proven that you are able to work in Erasmus+ - you should not let yourself be scared by persons or organisations trying to sell you services that you do not need.
- x **Contradicting the National Agency** – the Erasmus+ National Agencies are authorised by the European Commission and the relevant ministries in their country to implement the Erasmus+ programme. The National Agencies are in charge of assessing applications, issuing grant agreements, supervising the implementation of the granted projects, and evaluating them once they finish. Therefore, your National Agency is the most qualified authority to interpret the programme rules and to provide you with advice and answers to your questions. You should not trust any organisation or person who claims to have better insight about Erasmus+ than your National Agency.
- x **Claiming to act on behalf of the National Agency or to have other kind of special link with the Erasmus+ programme** – in extreme cases, individuals and organisations entirely external to the Erasmus+ programme have attempted to present themselves as authorities on applications, reports and similar formal exercises. Unfortunately, it is relatively easy to add the Erasmus+ name and EU flag onto anything, or to put it in one's e-mail signature. You should always be careful when conducting formal communication about your project. Equally, you should steer away from organisations or persons who are not working at your Erasmus+ National Agency, but present themselves as being somehow associated to the Erasmus+ programme by using its name and symbols.

- x **Refusing to add the elements required by Erasmus quality standards into the contract** – supporting organisations need to be willing to commit to the Erasmus quality standards, which means taking up clear responsibilities in their contract with your organisation. These elements are defined in the Erasmus quality standards and further interpreted in this document. They are designed to protect your organisation, your participants, and the European Union funding. Willingness to accept these obligations is a good indication whether the supporting organisation will be a reliable and committed partner, or not.
  
- x **Deliberately trying to confuse you by mixing up Key Action 1 and Key Action 2 rules** – while it is not alarming for anyone to confuse details from the two actions, you should keep in mind that ‘partners’ have a very different meaning in Key Action 1 and Key Action 2. Crucially, in Key Action 1, it is not possible to have a joint application with partners from abroad – the funding and management of the project is always handled on the sending side. If your interlocutor is trying to convince you that it is permitted that they co-write your Key Action 1 application and if at the same time they show for-profit intentions, you are best advised to consult your National Agency and clarify the matter before making any sort of commitment.
  
- x **Requesting the entirety of organisational support funds in payment for their services** – organisational support exists to help your organisation implement the project and build its capacity in the process. Paying the entire organisational support amount for services provided by supporting organisations is disproportional considering that they can only handle minor tasks and your organisation must keep the core tasks. Using organisational support in this way will not allow you to implement your project with sufficiently high quality. In extreme cases, supporting organisations may request that you transfer to them parts of funds from other grant categories (such as individual support for participants), without receiving concrete services for those grant categories. It is possible that you will have ‘left-over’ funds if you have had savings (e.g. on accommodation or travel costs), however they should always be used to improve the quality of the participants’ experience or the project overall, rather than creating profit for supporting organisations.
  
- x **Offering ‘package deals’ that will result in payment of a large part of your total project grant to the same organisation** – if your supporting organisation is at the same time a service provider (e.g. providing accommodation or other services for your participants), eventually their different fees may add up to a large proportion of your total grant. Such large transfers to one organisation are a red flag because they indicate that you are highly dependent on them, making your project vulnerable in terms of quality and benefits for your own organisation, and making your supervision of the supporting organisation inherently weaker.

## 6. Quality standards for working with supporting organisations

In this section, the applicable Erasmus quality standards are analysed step-by-step to help you understand all the elements you should keep in mind when preparing to work with a supporting organisation.

Quality standards provision	Explanation
<i>Beneficiary organisations must keep control of the content, quality and results of the implemented activities, as described under ‘core tasks’.</i>	Your organisation is the Erasmus+ project owner and therefore needs to be in control of everything that happens in it. With your available staff and resources, you need to be able to supervise the work that the supporting organisation does for you, especially if they are in direct contact with participants. If you feel

	<p>that you are not able to do that, then working with the concerned supporting organisation is not advised.</p>
<p><i>If beneficiary organisations use programme funds to pay other organisations for specific implementation tasks, then the obligations of such organisations must be formally defined to ensure compliance with the Erasmus quality standards and protection of the Union funds.</i></p>	<p>This provision means that there must be a written contract between your organisation and the supporting organisation. This obligations does not apply if the support is being provided free of charge, however a written commitment will always give you a better assurance.</p> <p>Please note that it is your free decision to work with a supporting organisation; the Erasmus+ programme neither requires nor invites you to do so.</p> <p>If a problem arises between your organisation and the supporting organisation, your National Agency may offer you advice based on their expertise and experience, however in legal terms your only recourse will be the contract that you have signed with the supporting organisation. No special protection can be provided by the Erasmus+ programme or the European Commission.</p>
<p><i>The following elements must be included in the formal agreement between the beneficiary and the service provider: tasks to be carried out, quality control mechanisms, consequences in case of poor or failed delivery, and flexibility mechanisms in case of cancellation or rescheduling of agreed services that guarantee fair and balanced sharing of risk in case of unforeseen events.</i></p>	<p>This provision lists obligatory elements that must be present in your contract with the supporting organisation.</p> <p>The structure and content of the contract is further explained in the following sections, including example clauses that you could use to ensure that the quality standards are respected.</p>
<p><i>Documentation defining these obligations must be available for review by the National Agency.</i></p>	<p>This provision allows the National Agency to check that the quality standards are being respected. Typically, your contract with the supporting organisation will be requested by the National Agency together with your project final report, but it can also be reviewed during an audit or monitoring visit at your organisation, or as part of any other reporting exercise.</p>
<p><i>Supporting organisations must be registered in the official reporting tools.</i></p>	<p>When working with a supporting organisation, you have an obligation to declare it in the Erasmus+ reporting tool. This information will then be automatically included in your project report.</p> <p>This is an important rule because failure to disclose that you have worked with a supporting organisation will be considered a grave breach of the quality standards. As such, it can have a strong negative effect on your project's evaluation result.</p>

	<p>In case you are unsure if a certain organisation falls under the definition of a supporting organisation, it is best to ask for advice of your National Agency.</p>
<p><i>Involvement of supporting organisations must bring clear benefits for organisational development of the beneficiary organisation and for the quality of mobility activities.</i></p>	<p>This provision indicates how your work with supporting organisation will be evaluated.</p> <p>In addition, there is again an important element of capacity building: participation of supporting organisations should always be such to allow your own organisation to learn from the experience.</p> <p>It is important that working with a supporting organisation does not make you dependent on them, but rather that it gradually increases your ability to work on your own.</p>
<p><i>In all cases, the beneficiary organisation will stay responsible for the results and quality of implemented activities, regardless of the involvement of other organisations.</i></p>	<p>This final provision may be the most important of all. You must be fully aware that your organisation is the project owner and it will be held responsible for everything that the supporting organisation does or does not do while supporting project implementation.</p> <p>When you report on the outcomes of your activities, any deficiencies or negative participant experiences will be evaluated as your organisation's work. Any fault of the supporting organisation will not be considered as a sufficient justification for such problems, because it is your responsibility to supervise the supporting organisation.</p>

## **7. Consequences of not complying with the Erasmus quality standards**

The role of the National Agency is to help and guide beneficiaries through all stages of their project, from application to final report. The National Agency supervises the implementation of the Erasmus+ projects, and at the same time it has the role of advising and helping beneficiaries to follow the rules and achieve the best possible results.

In case you have doubts, you can ask your National Agency for advice on your planned or ongoing arrangements with any supporting organisation. This will give the National Agency an opportunity to warn you if there are clear irregularities or qualitative issues in your approach.

However, please note the National Agency may not act as a legal reviewer of your contract, nor as a mediator between your organisation and the supporting organisation. Working with a supporting organisation is not a necessary part of participating in Erasmus+. It is a permitted option. If you decide to form such a relationship, you also accept the responsibility for the consequences. In terms of Erasmus+ contractual rules, your organisation always remains fully responsible for the results and quality of the activities that you implement.

Failure to comply with the quality standards can affect your project's final evaluation score, which in turn may result in a reduced project grant. For accredited organisations, further remedial measures can apply. Evaluation scores form a part of past performance indicators used in yearly budget allocation, meaning that low evaluation scores can lead to lower grants in the future. In case of major or repeated issues, the National Agency can open observation measures or suspend your accreditation. Detailed rules regarding these aspects are defined in the Programme Guide (remedial measures), in the rules of budget allocation published yearly by the National Agency, and in your grant agreement.

## **8. How to prepare a contract with the supporting organisation?**

As explained in the Erasmus quality standards, it is necessary to sign a contract with a supporting organisation if you will be paying for their services, and it is recommended to do so even if the support is free of charge. In case of paid supporting organisations, this contract must be available for review by your National Agency on their request.

This section provides recommendations for establishing the contracting terms in line with the quality standards.

### **8.1. Tasks to be carried out**

Tasks that will be carried out by the supporting organisation must be described in the contract.

Tasks of supporting organisations **must not include** writing of Erasmus+ applications nor any of the following core tasks defined by the Erasmus quality standards:

- financial management of the programme funds;
- contact with the National Agency;
- reporting on implemented activities (or any form of access to the project data in Erasmus IT tools);
- decisions that directly affect the content, quality and results of the implemented activities (such as the choice of activity type, duration, and the hosting organisation, definition and evaluation of learning outcomes, etc.).

Therefore, tasks that can be performed by supporting organisations are limited to practical, logistical and auxiliary tasks, such as:

- finding and booking travel and accommodation arrangements;
- handling administrative tasks such as visa procedures;
- searching for and proposing (but not deciding on) hosting organisations abroad;
- gathering information about the education system in destination countries;
- assisting with preparation and training for participants and/or mentors (deciding on content and supervising the preparation remains the beneficiary's task).

You may consult your National Agency in case of doubts about particular tasks that you consider delegating to the supporting organisation.

### **8.2. Quality control mechanisms**

The concept of 'quality control' refers to the expected standards for delivery and mechanisms that will allow you to supervise the supporting organisation's work.

The following or similar provisions need to be included in the contract for this purpose and the full text of Erasmus quality standards needs to be annexed or referenced in digital form.

#### ***Quality standards:***

*The supporting organisation must provide services of high quality, in accordance with the state of the art in the industry and the provisions of this contract.*

*The services must comply with the Erasmus quality standards as annexed to this contract.*

**Provision of information:**

*The supporting organisation must regularly report to the Erasmus+ beneficiary about the services performed within the framework of this contract with the following frequency: [insert frequency, e.g. every month]*

*On request of the Erasmus+ beneficiary, the supporting organisation must provide any additional information regarding the implemented services that is required for the purposes of reporting and monitoring of the relevant Erasmus+ project.*

*The supporting organisation must record and report to the Erasmus+ beneficiary any problem that affects its ability to provide the services. The report must describe the problem, state when it started and what action the supporting organisation is taking to resolve it.*

In addition, your contract should include provisions regarding potential subcontracting by the supporting organisation to further service providers:

**Subcontracting:**

*The subcontractor must not subcontract and have the contract performed by third parties without prior written authorisation from the contracting authority. In case subcontracting is authorised, the subcontractor remains bound by its contractual obligations and is solely responsible for the performance of this contract.*

### **8.3. Consequences in case of poor or failed delivery**

Your project grant is conditional on respecting the quality standards and all the other rules of the programme. If you fail to deliver on what has been agreed in your grant agreement, or if your delivery is of very poor quality, the National Agency may reduce your project grant in line with the rules indicated in your grant agreement.

Therefore, if you choose to work with a supporting organisation, it is important to protect yourself in the same way: you should not have to pay for supporting organisation's poorly delivered or failed tasks.

Your contract should separate payments to the supporting organisation into instalments, with the last payment made after all services have been provided at sufficient level of quality.

The contract then needs to clearly indicate the consequences in case of failure to provide agreed services, or in case the quality of the delivered services would not meet the quality expectations specified in your contract.

For this purpose, a set of clauses such as the following should be included in your contract:

**Price reduction:**

*If the supporting organisation fails to provide the service in accordance with the contract ('unperformed obligations') or if it fails to provide the service in accordance with the specified quality standards ('low quality delivery'), the Erasmus+ beneficiary may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low quality delivery.*

*The Erasmus+ beneficiary must formally notify the supporting organisation of its intention to reduce payment, the reasoning and the corresponding amount.*

*The supporting organisation has [insert period, e.g. 30 days] following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.*

*If the supporting organisation submits observations, the Erasmus+ beneficiary, taking into account the relevant observations, must notify the supporting organisation of its final decision.*

#### **8.4. Force majeure and flexibility mechanisms**

Unforeseen events can take place during implementation and it is important that they do not leave you liable to pay the supporting organisation for services that you have not actually been able to use. Within the rules of the Erasmus+ programme, unforeseen events that take place out of control of the beneficiaries are referred to as 'force majeure'. The definition of this term is included in your project grant agreement:

*'Force majeure': any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as force majeure: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of force majeure.*

Your contract with the supporting organisation should contain the same definition. In addition, it should contain provisions on actions and obligations in cases of force majeure:

*If a party is affected by force majeure, it must immediately notify the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.*

*A party is not liable for any delay or failure to perform its obligations under the contract if that delay or failure is a result of force majeure. If the supporting organisation is unable to fulfil its contractual obligations owing to force majeure, it has the right to remuneration only for the services actually provided.*

*The parties must take all necessary measures to limit any damage due to force majeure.*

*The beneficiary organisation may cancel or reschedule any contracted services free of charge if their delivery is affected by force majeure events.*

In addition, you should include a clause enabling rescheduling of services when no force majeure has taken place, as a way to provide sufficient flexibility during implementation:

*Within the period of [insert period, e.g. the duration of your project], the beneficiary organisation may reschedule any contracted services free of charge, provided that it notifies the supporting organisation [insert the notification period, e.g. 14 days] in advance.*