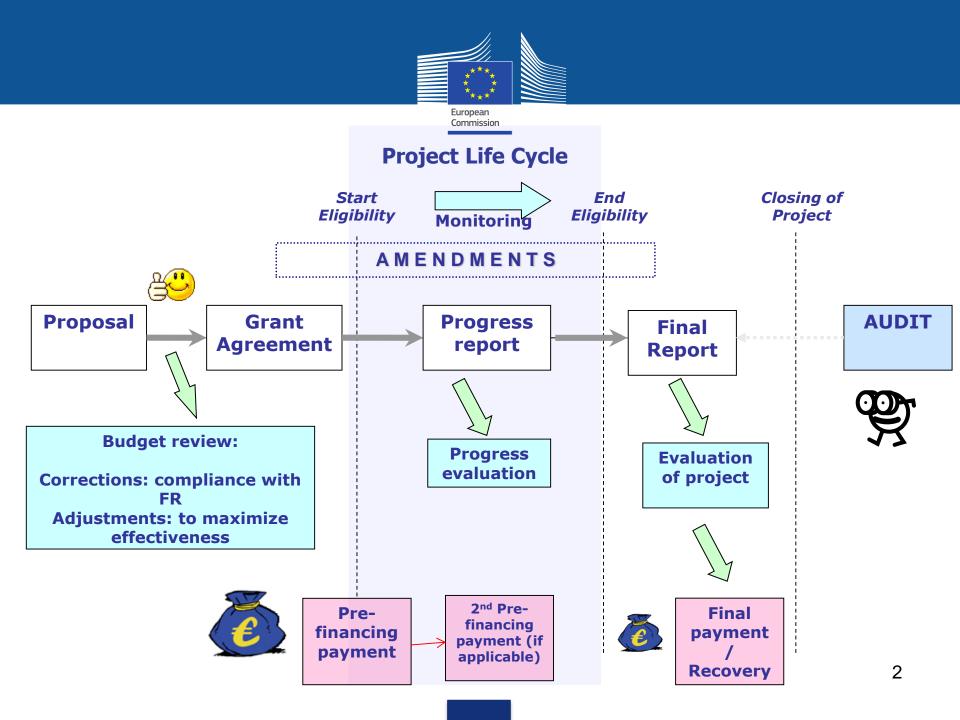


# **DG Justice and Consumers**

# **Project Management** Some points of attention





### **REFERENCE DOCUMENTS**

- The **<u>Grant Agreement</u>** (including the Special Conditions) between the Commission and the co-beneficiaries and its binding **annexes**:
  - Project description (Annex I)
  - General conditions (Annex II)
  - Estimated Budget (Annex III)
  - Mandates co-beneficiaries (Annex IV)

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.

#### **Amendments**

**Other documents:** The call for proposals, the 'Guide for Action Grants' 2015'

(http://ec.europa.eu/justice/grants1/files/2015 action grants/2015 general /quide for action grants 2015.pdf), EU and national legislation applicable (tax, social security, labour law), the guide on the use of the EU emblem, etc.



#### Who's who? - different actors

#### Beneficiaries (mono or multi) and other project partners

- <u>Coordinator</u> (legal representative + contact person) and the <u>Co-Beneficiaries</u> (represented by the co-ordinator by virtue of the <u>mandates</u>).
- **<u>Co-beneficiaries</u>** participate in the action, receive part of the funding, can contribute to the co-financing.
- **Associate Partners**: participate in the action.
- **<u>Co-finance</u>rs:** contribute to the co-financing.
- <u>Sub-contractors</u>: max. 30% (at application stage), no management and overall administrative tasks.

Commission Directorate-General Justice and Consumers

- Unit A4 "Program Management"
  - Project Officer: budget review, grant agreement and amendments, monitoring and evaluation visits, narrative reports, overall contact point, assistance
  - **Financial Officer**: pre-financing, interim payments, assessment final financial statement and final payment
  - **Policy Units / Policy Officers** Preparation call, assessing narrative reports, dissemination



### **GRANT AGREEMENT**

• What is a "multi-beneficiary" grant agreement?

The Commission  $\iff$  The partnership of beneficiaries

- Common responsibility for implementing the project (GA multi beneficiary – Annex II - Art. II.1)
  - Coordinator by signing the grant agreement
  - and co-beneficiaries by signing the mandates
- Joint financial liability towards the Commission: this also implies that beneficiaries shall be jointly and severally liable for any amount due to the Commission by any one of them which could not be honoured (GA multi beneficiary -Art.I.8)



## THE BENEFICIARY/COORDINATOR

- Organisation leading the partnership that applied for the grant
- Legal Representative + coordinator/contact person
- Accountable for Financial Management



### **Contact Person / Coordinator:** Manager of the Project

- **MANAGEMENT:** Responsible for the implementation of the Project
- COMMUNICATION: Deals with all official communication from and to the Commission
- **REPORTING:** Prepares all the reports for the Commission with the assistance of the co-beneficiaries
- **COORDINATION:** Coordinates partners' work , Solves partnership problems
- MONITORING: Monitors Implementation of the project
  and the budget



### **CO-BENEFICIARIES (PARTNERS)**

#### Organisations that are parties to the grant agreement

#### Share part of the budget:

- Receive part of the EU funding
- Some contribute to the co-financing

#### **Co-responsible for the implementation of the project:**

- Manage their activities & related expenditure
- Cooperate with all partners towards achieving the aims of the project
- Report to the coordinator
- Provide the signed mandates in good time!
- Collect invoices, travel tickets, signed lists of participants, etc and hand them all in on time!



## **OTHER STAKEHOLDERS**

#### involved in the project but not parties to the grant agreement

#### Associate Partners:

Organisations participating in project activities which do not receive EU funding

#### • Co-financer:

Provides additional funding for the project, but plays no active role in the implementation

#### • Sub-contractor:

Outsourcing of tasks with a justified need of requiring technical capacity or competencies not available in the partnership

# Project management and the general administration of the project may NOT be sub-contracted (GA – Annex II – Art. II.10)



### **RELATIONS BETWEEN CO-BENEFICIARIES**

#### They may sign <u>partnership agreements</u> to clarify:

- Cooperation rules
- Financial arrangements (transfer of pre-financing and final payment)
- Information requirements
- Reporting documents
- Intellectual property arrangements, etc.

The Commission does not interfere, no template is provided

The grant agreement takes precedence!



### **OWNERSHIP OF RESULTS**

- Results of the action, including industrial and intellectual property rights
- Reports and other documents relating to it

are the property of beneficiaries but the Commission is granted the right to make a free use of them and adapt them (GA – Art I.7 and Annex II - Art. II.8)





### **EU-FUNDING VISIBILITY**

- The preferred option to communicate about the EU funding is to write:
  "Co-funded by the Justice Programme of the European Union" next to the EU emblem on the communication material.
- A guide "The use of the EU emblem in the context of EU programmes" is available on: <u>http://ec.europa.eu/dgs/communication/services/visual\_identity</u> <u>/pdf/use-emblem\_en.pdf</u>

See: GA – Annexe II - Article II.7





**EU-FUNDING VISIBILITY** 



#### **Examples:**

Supported by the Justice Programme of the European Union





This project is funded by the Justice Programme of the European Union



## **EU-FUNDING VISIBILITY**

- On websites, publications, communication means, products and deliverables add also the following "<u>Disclaimer</u>":
  - " This publication has been produced with the financial support of the Justice Programme of the European Union. The contents of this publication are the sole responsibility of <name of the author/contractor/implementing beneficiary> and can in no way be taken to reflect the views of the European Commission."
- If you have any technical questions regarding the use of the EU emblem in the context of EU programmes, please write to: <u>comm-visual-identity@ec.europa.eu</u>
- EU flag: <u>https://europa.eu/european-union/about-eu/symbols/flag\_en</u>



**Modifications** – <u>see "Guide for Action Grants 2015 – pages 40-42</u>

### WHO?

→ legal representative or contact person of the coordinator (see Guide)

#### WHEN ?

→ <u>before</u> the change takes effect and at least one month before the end of the eligibility period

#### HOW

- $\rightarrow$  in writing (notification by e-mail or formal letter see Guide)
- $\rightarrow$  justification
- $\rightarrow$  supporting documents



### **BUDGET TRANSFERS**

- Maximum 20% increase of the heading for which the transfer is intended
- Indirect costs (Heading F) may not be increased
- Changes are only acceptable if:
  - > the project is implemented as described in Annex I
  - the costs meet the eligibility conditions set out in the grant agreement and the guide for action grants
- Savings do not justify new expenditure

#### See: GA – Articles I.12 & II.22





#### Progress reports

- For projects of 2 years (and projects with 2 pre-financings)
- To be submitted 2 weeks after mid-term
- Present what has been achieved
- Highlight difficulties encountered
- Not an opportunity to change substantially the project !

#### Final narrative report (Template online – new: indicators)

- Show the quality, achievements and impact of your project
- Justify the costs of the activities
- Not necessarily long but complete and precise
- Add e.g. annexes presenting results in tables

#### See: Guide for Action Grants 2015, pages 46 – 47 + GA - article I.4



# **Complete Final Report**

- Must be submitted <u>within 60 days</u> of the end of the implementation period
- It consists of:
  - The final financial statement and signed cost claim (hard and electronic copies)
  - > The final technical report (hard and electronic copies)
  - Samples of the final products (CDs, publications, deliverables, signed lists of participants, links to websites, USB keys, etc.) (hard and electronic copies)
  - Agendas, signed presence lists, minutes of meetings and presentations (in electronic format only)



# **Evaluation of Final Report**

Policy Officer:

Evaluation of the technical content of the Report and the results of the project

<u>Project Officer</u>:

Operational and administrative aspects and outputs

<u>Financial Officer</u>:

Financial analysis such as eligibility of costs, implementation period, supporting documents, exchange rates and payment



### AUDITS AND CHECKS (GA - Art. II 27)

- The beneficiaries agree to an audit by the <u>Commission staff or an</u> <u>external contracted body</u>
- Right of access to sites and premises, and to all the information
- Up to 5 years starting from the date of the final payment
- The <u>Court of Auditors</u> has the same rights as the Commission as regards checks and audits



### **STAY ON TOP OF THE GAME**

#### As a coordinator

You are responsible for the project You are the contact point for the Commission

#### • <u>On-going</u> coordination and management

Gather information and do your coordination work as an on-going process, also in terms of financial management

#### • <u>On-going</u> accounting and financial management Collect invoices, travel tickets, signed participation lists, etc., fully documented during the project, not at the end of the project.



### **KEEP IN TOUCH**

- Keep in touch with your co-beneficiaries and other partners
- Keep in touch with the Commission (your project officer)
- Anticipate problems and if in doubt consult partners, the 'Guide for Action Grants 2015' (<u>http://ec.europa.eu/justice/grants1/files/2015 action grants/2015 gener</u> <u>al/guide for action grants 2015.pdf</u>) and the Commission (your project officer)



# Thank you for your attention! All the best with your project!