



**Erasmus+ Capacity Building projects
in the field of Higher Education
Call 2015**

CONTRACTUAL MANAGEMENT OF THE GRANT

*Project Representatives Meeting
18 February 2016, Bishkek*

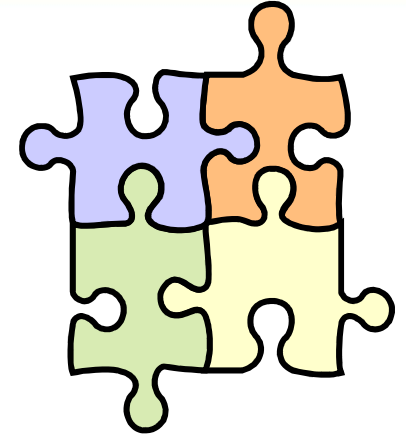
The aim of this presentation

Approach and rules for sound contractual management:

- Essential information on the E+ Capacity Building in Higher Education Grant Agreement and other important documents



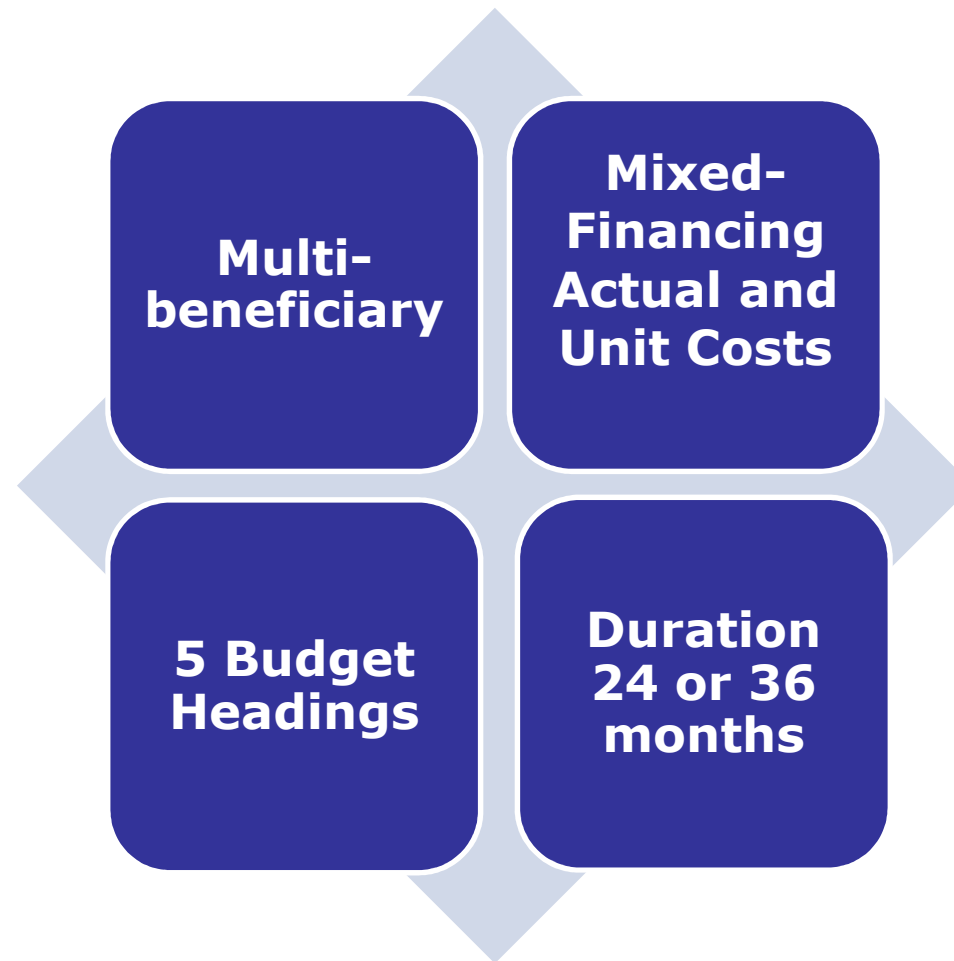
Presentation Content



- 1. Structure of the Grant Agreement**
- 2. Hierarchical order of content**
- 3. Special Conditions**
- 4. General Conditions**
- 5. Guidelines for the Use of the Grant**

NB: please note that this document has no legal value

Grant Agreement



1. STRUCTURE OF THE GRANT AGREEMENT





I. Special Conditions

II. Annexes

Annex I: Description of the action

Annex II:

General Conditions

Part A: Legal and Administrative Provisions

Part B: Financial Provisions

Annex III: Estimated budget of the action

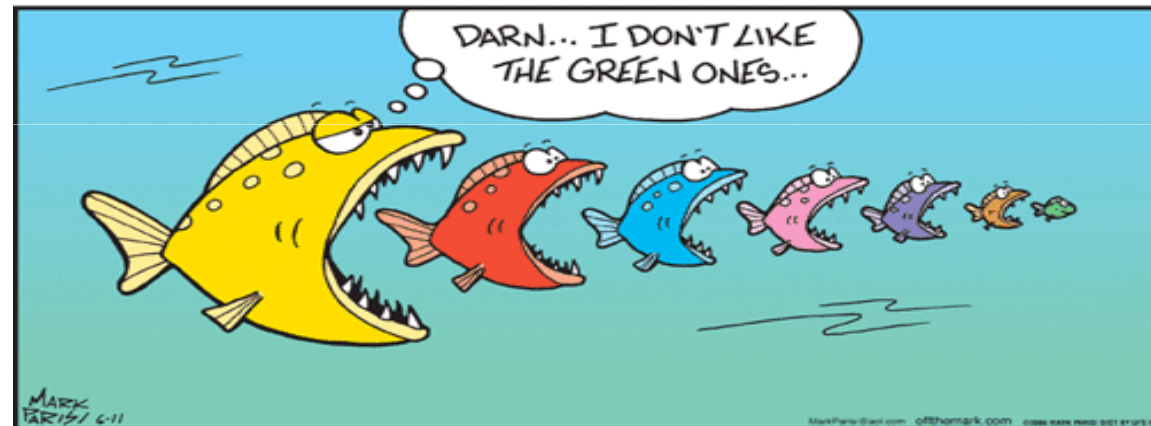
Annex IV: List of beneficiaries and Mandates

Annex V: Model Technical Implementation report(s)

Annex VI: Model financial statement(s)

Annex VII: Report of Factual Findings on the Final Financial Report

2. HIERARCHY





CALL FOR PROPOSALS

**Grant Agreement:
SPECIAL
CONDITIONS**

**Annex II
Grant Agreement:
GENERAL
CONDITIONS**

**Other
Annexes**

**Project
Proposal
(Annex I)**

PRECEDENCE ++

-

BEWARE!

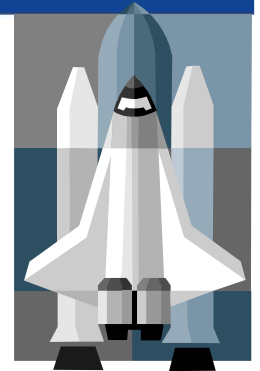
Do not assume that all activities in your project application are automatically eligible.

Before implementing any activity, please check first that the activities indicated in your project proposal are



3. SPECIAL CONDITIONS





- **Subject matter of the Agreement** (Article I.1)
- **Entry into force and Duration** (Article I.2)
- **Amount and form of the grant** (Article I.3)
 - Annex III – Estimated budget
 - Maximum grant amount & form
 - Actual costs (Equipment & Subcontracting)
 - Unit contribution (Staff, Travel and Costs of Stay)

Payment Cycle (Art. I.4)

1st pre-financing: 50%

Upon entry into force of the GA 


2nd pre-financing: 40%

When 70% of first pre-financing is used

Statement of the costs
+
Request for Payment

Progress Report

Due date:
14/10/16 – 2 years
14/04/17 – 3 years

 half-way through the project lifetime

balance: max 10%

60 days following the reception of the FR

Financial Statement
+
Request for Payment

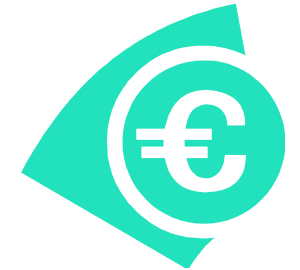
Final Report

Due date:
14/10/17 – 2 years
14/04/18 – 3 years

 Max 2 months after the project ends

Audit Report

Required for all grants



- **Bank Account** (Article I.5)
 - Account or sub-account must identify the payments made by EACEA
 - Recommended to use a specific account to identify transactions
 - Preferable to use account in EURO to avoid fees
- **Communication details** (Article I.6)
 - ONE contact person for all communications with EACEA
- **Use of the results, intellectual and industrial property rights** (Article I.7)



- **Budget transfers** (Article I.8) -> *Financial Management workshop*
- **Law Applicable and Competent Court** (Article I.9)
2 situations:
 - ❖ **EU:** **General Court of the European Union**
 - ❖ **Partner Country:** **Courts of Brussels - Belgian law**



- **Other Special Conditions (Article I.10)**

1. *Award of contracts & subcontracting*
2. *Exchange Rates*
3. *Depreciation*
4. *Ineligible costs*

5. **Partnership Agreement: compulsory**

-> to be sent to EACEA **within 6 months** of the signature of the Grant Agreement



- **Other Special Conditions** (Article I.10)

- 7. Meetings** between coordinating institution and EACEA

- compulsory up to twice per year
 - Provision for travel and costs of stay

- 11. Cooperation obligation** with NEOs, International Contact Points and EU Delegations



Dissemination & exploitation of results (Art. I.10.8)

- **Obligation** to provide **substantial visibility** of project results:

- Set-up **website** at the beginning of the project

- **Erasmus+ Projects Results Platform**

Aim: To provide information on EU-funded projects to demonstrate efficiency and effectiveness to the EU-taxpayer.

Publicity obligations (Art. I.10.9)

Project publications and results:



- Must display this **Logo**:
- Must **mention** " *Co-funded by the Erasmus+ Programme of the European Union*"



https://eacea.ec.europa.eu/about-eacea/visual-identity_en

- Include **disclaimer**:

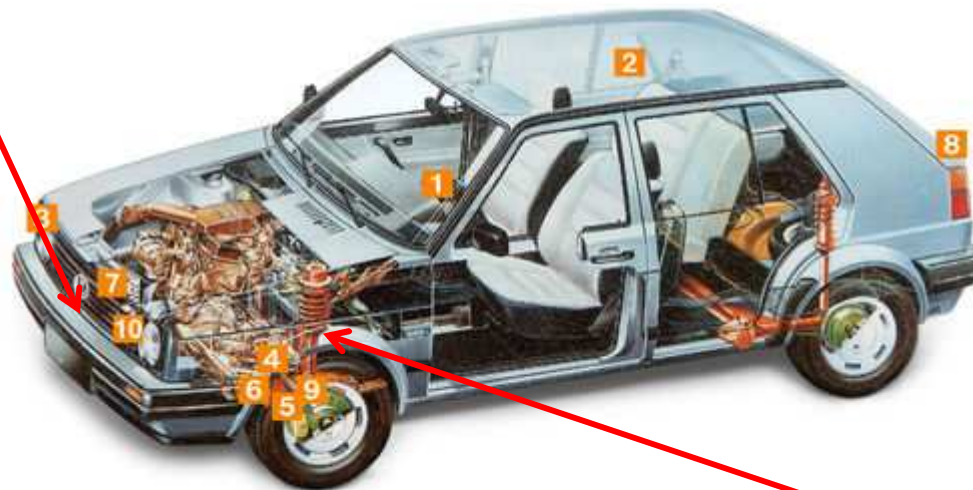
"This project has been funded with support from the European Commission. This publication [communication] reflects the views only of the author, and the Commission cannot be held responsible for any use which may be made of the information contained therein".

http://ec.europa.eu/dgs/education_culture/publ/graphics/beneficiaries_all.pdf

PENALTIES

Publicity

Breach of contractual obligations



Weak Implementation



Penalties for weak implementation (Art. I.10.6)

Reduction of the final grant in the event of weak implementation

When does the performance evaluation take place?

- **During the implementation of the project**
 - *At Progress Report stage*
 - *As a result of a Monitoring visit*
- **After the completion of the project**
 - *At Final Report stage*

When is the coordinator informed?

- *After the assessment of the progress report (warning)*
- *After the assessment of the final report (final decision)*



How will the project performance be assessed?

The evaluation of the project performance will be based on the same criteria and the same scoring scale as those used at application stage:

- *Relevance (max. 30 pts)*
- *Quality of the project (design and) implementation (max. 30 pts)*
- *Quality of the project team and cooperation arrangements (max. 20 pts)*
- *Impact and sustainability (max. 20 pts)*

What could be the impact of a weak performance?

EACEA will apply the following reduction of the project maximum grant

25% : performance score between 40 points and below 50 points

35% : performance score between 30 points and below 40 points

55% : performance score between 20 points and below 30 points

75% : performance score below 20 points



Penalties for non-compliance with publicity obligations (Art. I.10.10)

When does the performance evaluation take place?

At the same time as the performance assessment: i.e. at reporting stages as well as during field monitoring visits.

How are the publicity obligations verified?

Verification on project website and on the project documents (studies, reports, promotional material, etc.)

What is verified?

- *Respect of the Visual Identity*
- *Presence of the acknowledgement on the co-funding of the Erasmus+ Programme*
- *Presence of the Disclaimer concerning the content of the product*



Penalties for non-compliance with publicity obligations (Art. I.10.10)

When is the coordinator informed?

At any time when a non-compliance situation is identified.

What could be the impact of a non-compliance?

EACEA may apply a 20% reduction of the maximum grant awarded.



Administrative and financial Penalties (Art. II.17)

When?

When the beneficiary has

- *committed substantial errors, irregularities or fraud; or*
- *made false declarations or failed to submit information; or*
- *been in serious breach of contractual obligations.*

What type of penalties could be applied?

- *Administrative penalties: exclusion of all contracts or grants for a max. duration of 5 years*
- *Financial penalties: 2 to 10% of the beneficiary's grant contribution*

4. GENERAL CONDITIONS






Part A: Legal and Administrative provisions

- **Role and obligations of the Beneficiaries** (Article II.1)
 - **Multi-beneficiary** Grant Agreement
 - **Mandates:** contractual link between EACEA and all beneficiaries

All beneficiaries are jointly responsible for the project:

- In case of recovery
- In case of audits, checks or evaluation in their premises



- **Communication between the parties** (Article II.2)
- **Damages** (Article II.3)
- **Conflict of interest** (Article II.4)
 - between the person's self-interest and professional or public interest
 - Applicable to all project activities
 - Financial impact  **ineligible costs**
 - In case of doubt, inform the Agency
- **Confidentiality** (Article II.5)

- **Supplementary Agreements (Article II.12)**

Amendments:

- Extension of Eligibility Period
- Budget modification
- Addition , Modification or Withdrawal of a beneficiary

🕒 **No later than
one month
before the end
of the project!**



TYPES OF AMENDMENTS

Participant Portal

- legal status of the coordinator and/or beneficiaries
- legal name of the coordinator and/or beneficiaries
- address of the coordinator
- address of a beneficiary (not the coordinator)

E-mail

- contact person of the coordinator
- deadline for submission of reports

Scanned letter

- coordinating institution
- eligibility period
- budget breakdown
- partnership composition
- legal representative of the coordinator
- bank account of the coordinator
- the work programme



Some other key points :

- **Force majeure/Suspension** (Article II.14 & II.15)
- **Termination Procedure and effects** (Article II.16)
- **Financial Penalties** (Article II.17)
 - For grave breaches of obligations under the Agreement



Part B: Financial provisions

- **Eligible and Ineligible Costs** (Article II.19)
- **Requests for Payment** (Article II.23)
- **Determining the Final Grant** (Article II.25)
- **Recovery** (Article II.26)

-> *cf. Workshop on Financial Management*



Checks and Audits (Article II.27)

- **The Agency and/or the Commission may carry out technical and financial checks and audits in relation to the use of the grant**
- **Checks, audits or evaluations made by the Agency and/or the Commission may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf**
- **Checks/audits: during the implementation of the Agreement and for a period of five years starting from the date of payment of the balance**

5. GUIDELINES FOR THE USE OF THE GRANT





**Guidelines for
the Use of the
Grant**

- **Valuable reference document**
- **Cover a multitude of questions and different situations**
- **Available on the E+ CBHE Website**

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-higher-education_en

***Check regularly updated
versions!***



QUESTION NOT ANSWERED?

Please contact the E+CBHE team

**[EACEA-EPLUS-CBHE-
PROJECTS@ec.europa.eu](mailto:EACEA-EPLUS-CBHE-PROJECTS@ec.europa.eu)**

**Don't forget to mention
your project number!**

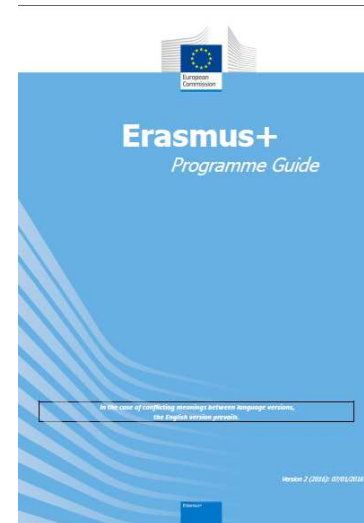


GRANT AGREEMENT



ANNEXES

Guidelines for the Use of the Grant



Email the E+
CBHE team





thank you

merci
obrigado
grazie
gracias
kiitos
спасиби
tack
köszönöm
дanke
aciū
hvala
teşekkür ederim
Dank u
hvala vam
tak
bakka þér
σας ευχαριστώ
ddiolch i'ch
dekuji
תודה
Dakujem
hvala
dziękuję
ありがとう
Tapadh leibh
falemmnderit
спасибо
благодаря
mulțumesc
tānan teid
Дзякуй
شكر
trugarez
Vi благодарам
谢谢
धन्यवाद
Go raibh maith agaibh
Paldies