



Training of National Judges

Stay on track!

**Communication, Grant Agreement and its
amendments**

Training of Judges Team:

- Contact Point in the Commission
- Support to the project coordinators
- Ongoing monitoring of the projects during the implementation
- Assessment of the technical and financial report
- Follow-up with the financial Unit on payments

Beneficiaries:

- Implement the Annex I of the Grant agreement
(description of the action)
- Request the pre-financing
(up to 50% and using the template set out in the Model technical and financial report)
- Regularly update on the status of the implementation
- Inform about any changes to the Action
- Draw up the final report and request the balance payment
(using the template set out in the Model technical and financial report)

How to communicate with us

- ALL questions (general, legal, financial, templates, any doubts, etc.)
- Request for minor changes

Email to
**COMP-TRAINING-
JUDGES@ec.europa.eu**

- Request for major changes

Email to [COMP-TRAINING-
JUDGES@ec.europa.eu](mailto:COMP-TRAINING-JUDGES@ec.europa.eu)

AND

Send letter requesting and justifying an amendment to the grant agreement signed by your legal representative

- Request for pre-financing or a final payment

Send the templates in your Annex IV/V
to


European Commission
DG Competition, Directorate R
Unit R2 – Finance and Internal Compliance
MADO 13/028,1049 Brussels, Belgium

Your Grant Agreement

The **Grant Agreement is a contract** between the Commission and the beneficiaries (coordinator and co-beneficiaries).

It is composed of:

1. **Special conditions**
2. **General Conditions**
3. **Annexes**



**All parts
are legally
binding!**

- I. Description of the Action (application form)
- II. General Conditions
- III. Estimated budget
- IV. Model technical and financial report
-
- IX. Applicable unit cost for accommodation / meals
- X. Participant Evaluation Questionnaires (PEQ)
- XI. Participant attendance list template



Example of mono beneficiaries GA

What is included in the grant agreement?

- Key persons (legal representative and a contact person)
- Key dates (starting date and duration of the action)
- Maximum amount of the grant
- Reporting obligations
- Payment arrangements
- Your bank account number
- Eligibility of costs
- Commission visibility rules
- Possibility to suspend / terminate the contract
- Financial liability
- Reduction of the grant
- ...

A closer insight into some provisions...

Article I.2 – Entry into force and implementation period

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The *action* runs for **24 months** starting on

**Costs incurred outside the implementation period
are not eligible.**

Articles I.3 and I.5 Key financial provisions

The grant amount cannot exceed

- ✓ The maximum amount specified in art. I.3.1 of the GA
- ✓ The co-financing rate that is specified in art. I.3.2 of the GA

Payment of grant generally in 2 instalments:

- ✓ A pre-financing up to 50% of the grant (**please request it as soon as possible**).
- ✓ The balance at the end of the project, following the assessment of the final report.

Article I.11.2 Participation of EU staff

The possible participation (in particular as speakers) of staff of the Union institutions in the co-financed projects shall not give rise to the declaration of eligible costs linked to their participation.

This does not apply to staff of the Court of Justice of the European Union, who may participate in a co-financed project and their costs can be declared as eligible costs. In such a case an original declaration on honour signed by the participant confirming that he/she did not receive any other reimbursement for the same travel/accommodation/subsistence expenses linked to his/her participation has to be submitted with a final report.

Article I.11.3 Costs for accommodation and subsistence

The Commission shall reimburse fixed unit costs per participant, speaker, staff member and interpreter for accommodation and subsistence, if applicable, in accordance with Annex IX/X and as specified in the forward budget.

- The unit cost is not an actual cost nor a price ceiling
- Supporting document: *The duly signed attendance lists + travel documents (flight ticket / boarding passes)*

Article I.10 Special provisions on budget transfers

As an exception to the first subparagraph of Article II.22, budget transfers between budget categories are limited to 10% of the amount of each budget category for which the transfer is intended.

An example of wrong calculation

	Original	With Budget Transfer	
Part A - Expenditure/eligible costs	in (EURO)	in (EURO)	
a) Costs of staff assigned to the operation	5.000,00	6.000,00	
b) Travel and accommodation expenses for staff involved in the operation	2.000,00	2.000,00	
b) Travel and accommodation expenses for participants	25.000,00	25.000,00	
b) Travel and accommodation expenses for speakers	3.000,00	3.000,00	
b) Travel and accommodation expenses for interpreters	0,00	0,00	
c) Subsistence costs for staff involved in the operation as well as for participants, speakers and interpreters	10.000,00	9.000,00	1000 EUR to a) Staff
d) Other direct costs - interpreters' fees	3.000,00	3.000,00	
d) Other direct costs - speakers' fees	4.000,00	4.000,00	
d) Other direct costs - costs of equipment and rental costs	2.000,00	2.000,00	
d) Other direct costs - costs of consumables and supplies	1.000,00	1.000,00	
d) Other direct costs - costs of publications and reports	5.000,00	5.000,00	
d) Any other direct costs	3.000,00	3.000,00	
e) Indirect costs	5.000,00	5.000,00	
TOTAL ELIGIBLE COSTS	68.000,00	68.000,00	

NO!

The amount is higher than 10% of target category (a – Staff can be increased by 500 EUR Max)

An example of correct calculation

	Original	With Budget Transfer
Part A - Expenditure/eligible costs	in (EURO)	in (EURO)
a) Costs of staff assigned to the operation	5.000,00	4.000,00
b) Travel and accommodation expenses for staff involved in the operation	2.000,00	2.000,00
b) Travel and accommodation expenses for participants	25.000,00	25.000,00
b) Travel and accommodation expenses for speakers	3.000,00	3.000,00
b) Travel and accommodation expenses for interpreters	0,00	0,00
c) Subsistence costs for staff involved in the operation as well as for participants, speakers and interpreters	10.000,00	11.000,00
d) Other direct costs - interpreters' fees	3.000,00	3.000,00
d) Other direct costs - speakers' fees	4.000,00	4.000,00
d) Other direct costs - costs of equipment and rental costs	2.000,00	2.000,00
d) Other direct costs - costs of consumables and supplies	1.000,00	1.000,00
d) Other direct costs - costs of publications and reports	5.000,00	5.000,00
d) Any other direct costs	3.000,00	3.000,00
e) Indirect costs	5.000,00	5.000,00
TOTAL ELIGIBLE COSTS	68.000,00	68.000,00



YES!

10% of
10 000
EUR

Article II.25 Calculation of the final amount and potential reduction of the grant

Only costs related to the participation of the target group indicated in the Description of the Action **shall be included in the calculation of eligible costs.**

Estimated number of participants per Member States					
Austria		France		Malta	
Belgium		Germany		The Netherlands	
Bulgaria		Greece		Poland	
Croatia		Hungary		Portugal	
Cyprus		Ireland		Romania	
Czech Republic		Italy		Slovakia	
Denmark ³		Latvia		Slovenia	
Estonia		Lithuania		Spain	
Finland		Luxembourg		Sweden	
				United Kingdom ⁴	
Estimated number of participants per Candidate Countries					
Albania		Montenegro			

Important: participant attending, for example, two training events shall be counted only once.

4. Your Grant Agreement

The final amount of the grant depends on the extent to which the *action* has been implemented in accordance with the terms of the grant agreement.

Steps involved in the calculation:

STEP 1

- Application of the reimbursement rate to the eligible costs

STEP 2

- Limit to the *maximum amount of the grant*

STEP 3

- Reduction due to the no-profit rule (if applicable)

STEP 4

- Reduction due to improper implementation or breach of other obligations



The Commission may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex I (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the *action* has been implemented improperly or to the seriousness of the breach. [Annex II, Art. II.25.4]

Article II.8 Information on Union funding and use of the EU emblem

Any communication or publication related to the action, made by the beneficiary, including at conferences, seminars or in any information or promotional materials, **must indicate that the action has received funding from the Union and display the European Union emblem.**

When displayed in association with another logo, the European Union emblem must have **appropriate prominence.**



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On websites, publications, communication means, products and deliverables add the following "Disclaimer":

'This publication has been produced with the financial support of the Training of National Judges 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.'

Changes & Amendments

Amendments (Article II.13)

- **II.13.1** Any amendment to the Agreement must be made in **writing**.
- **II.13.2** An amendment may not have the purpose or the effect of making changes to the Agreement which would **call into question the decision awarding** the grant or be contrary to the equal treatment of applicants.
- **II.13.3** Any request for amendment must be **duly justified**, accompanied by appropriate **supporting documents** and sent to the other party in **due time** before it is due to take effect, and in any case one month before the end of the period set out in Article I.2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.

Conclusions

- ✓ **Read carefully your Grant Agreement before starting the implementation**
- ✓ **Keep track of the progress and report to us regularly**
- ✓ **Stay on top of the game**
 - You are responsible for the project
 - You are the contact point for the Commission
- ✓ **No Passive management style**
 - "it'll be fine", "the partners know what they are doing"* almost always leads to fierce and unforeseen surprises
- ✓ **Ongoing accounting and financial management**
 - Get invoices, travel tickets, signed participation lists, etc., fully documented during the project.

