Creative Europe – MEDIA DEVELOPMENT
Support for the development of European Video Games 2019 (Call EACEA/24/2018)

USERS' GUIDE

The current document provides a resume of the principal contractual stages relating to the Grant Decision signed by the Education, Audiovisual & Culture Executive Agency following your response to the Calls for Proposals EACEA/24/2018. This document is strictly informative and is of no legal value whatsoever.

Be reminded that you must read carefully your Grant Decision and the General Conditions. Note that useful information for beneficiaries is published under the beneficiary space of this specific call.

The eligibility criteria of the Call for Proposals must be respected throughout the lifecycle of the support. This includes:
- the rights to the project
- the nature of the beneficiary company (European video game production company which have been legally constituted for at least 12 months prior to the submission date and that can demonstrate a recent success)
- the action i.e. the narrative storytelling nature of the project and the 8 months rule regarding the entry into production of the work.

Any change relating to these aspects must be reported to the Agency immediately.

1. Payment of the grant

The Agency has allocated to your project a global MEDIA contribution of between 10,000€ and 150,000€, which does not exceed 50% of the eligible costs of the project.

1.1 Identification of the project

The details relating to the submitted and accepted project are contained in Annex I of the Grant Decision. The MEDIA grant must be used only for this project.

1.2 Payment of the grant
The MEDIA grant will usually be paid in two instalments:

1. A pre-financing payment corresponding to 70% of the grant amount will be transferred to the beneficiary within 30 calendar days either of the date when the last of the two parties signs the agreement, or of the notification of the grant decision, provided all requested guarantees have been received. This payment is automatic and no action is necessary by the beneficiary.

In case no pre-financing was done, an interim payment is normally previewed in the Grant Decision. The interim payment is intended to cover the beneficiary’s eligible costs for the implementation of the action on the basis of the receipt and approval of an interim technical report, financial statement, an *Independent report of Factual Findings on the Final Financial Report – Type I* and the supporting documents/material available (full script/ treatment/ storyboard/ bible/ illustrations; GDD; etc…). The interim report has to be submitted by email to FACEA-MEDIA-DEV-MONITORING@ec.europa.eu and the templates are available in the beneficiary’s space (reporting tab).

The interim payment shall not exceed 50% of the maximum MEDIA grant.

There will be only 1 interim payment.

2. A final payment (balance) equivalent to a maximum of 30% (or 50% in the case an interim payment was made) of the MEDIA grant is paid following the acceptance of a Final Report. If the total of earlier payments is higher than the final grant amount, the beneficiary will be required to reimburse the amount paid in excess by the Agency through a recovery order.

2. **Duration of the Action**

The action and the eligibility period run from the date indicated in Article 2.2 of the Grant Decision until 36 months. If a project enters into production before 36 months, the action ends on the date of entry into production.

Definitions published in the guidelines of the call for proposals:

- **Development**: the phase starting from the first idea until the production of the first *playable prototype* or first *trial version*, whichever comes first.
- **Production**: the phase starting from the testing and debugging of the first *playable prototype* or *trial version* until the end the production of the *Gold Master* or equivalent.

3. **Final report**

The final payment can only be made after the submission and acceptance of the Final Report. This report must be submitted no later than 2 months after the end of the eligibility period.

3.1 Content of the final report

The Final Report must be submitted as an **eReport** from which is accessible from the Funding & tender opportunities portal.

We strongly recommend you to read carefully the user guide "how to complete and submit a project report using eReports", published under the beneficiary space under this specific call.

It is recommended to frequently save the information indicated, even if there is an automatic backup.
The following information cannot be changed:
• General information
• Contractual Data

The following parts must be filled in:
• Project description: please provide a summary about the results of the project, which will be made public on the Creative Europe result’s platform. The summary may also be used by the Commission to provide information on the results of the project.
• Technical report: please provide an update on the current status of the project; give an overview of project and describe the development work undertaken in terms of artistic development and financing and marketing research.
• Key performance indicators: please provide specific data on the project. The data will be used to measure the performance and impact of Creative Europe - MEDIA:
- Number of full-time equivalent staff working on the project
- Number of new full-time equivalent staff working on the project
- Please describe what could be outlined as a best practice / success story in the field of artistic, business and technological innovation
- Has the Creative Europe support improved the market position of the beneficiary operator?
- Please indicate the number of European and international co-production and distribution partners reported at the end of the development phase of the supported project
- Is the project a co-production between production companies from different countries?
- Have you published information on your project (website, logo, project results) on the Creative Europe results platform (http://ec.europa.eu/programmes/creative-europe/projects/)?

The following documents must be attached to the e-report:
- A final payment request
- A final financial report (including project expenditures and sources of finance)
- The independent report of factual findings on actual costs – Type I which must be delivered by an independent and qualified external auditor.
- Supporting documents/material (Full script/ treatment/storyboard/bible/illustrations; GDD; link to retail version/prototype/trial version/trailer/teaser)\(^1\) which must display the EU flag and acknowledge the support received under the Creative Europe MEDIA programme. You can download the logo from our website: https://eacea.ec.europa.eu/about-eacea/visual-identity_en. Please see section 5 for more details.

3.2 Eligible costs and supporting documents to be kept

Please read carefully General condition n°19. Eligible costs of the action are costs actually incurred by the beneficiary which meet the following criteria:
- they are incurred within the implementation period (refer to Article 2), with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article 4.4;
- they are indicated in the estimated budget set out in Annex III of the Grant Decision;
- they are incurred in connection with the action as described in Annex I of the Grant Decision and are necessary for its implementation;

\(^1\) The supporting document/material can also be by email to EACEA-MEDIA-DEV-MONITORING@ec.europa.eu if too heavy to be attached to the e-report.
- they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and with the usual cost accounting practices of the beneficiary;
- they comply with the requirements of applicable tax and social legislation; and
- they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency.

There are two categories of costs: direct costs (General condition 19.2) and indirect costs (General condition 19.3):
- Direct costs of the action are those specific costs which are directly linked to the implementation of the action and can therefore be attributed directly to it. They may not include any indirect costs.
- Indirect costs of the action are those costs which are not specific costs directly linked to the implementation of the action and can therefore not be attributed directly to it. To be eligible, indirect costs of the action must represent a fair apportionment of the overall overheads of the beneficiary. They may not include any costs declared as eligible direct costs. Eligible indirect costs must be declared on the basis of a flat rate of 7% of the total eligible direct costs unless otherwise specified in Article 3.2.

**Keeping reliable and up-to-date accounting records is essential to demonstrate how the project used its financial resources. All direct costs must be supported by proofs, for example:**
- Company staff costs: timesheets for each staff member showing the time spent on the supported project. The timesheets should be signed by the employee and his/her superior. Payroll documentation (employment contract and payslips) must also be retained, as well as a clear explanation of how the daily rate was calculated for each staff (corresponding to the beneficiary’s usual policy on remuneration).
- Travel and subsistence costs: original airline tickets or travel agent invoices and boarding passes, bus/train tickets and taxi receipts, hotel invoices. The name of the staff member and the project reference/title must be clearly identifiable.
- Writing fees/consultants: contracts and invoices supporting payments. Indicate the reference and title of the project on supporting documents/invoices.

### 3.3 Calculation of the final grant

In accordance with the terms of the General Condition n°25, the final MEDIA contribution will be limited to the amount mentioned in Article 3 of the Grant Decision. In addition the final MEDIA contribution shall be limited to the amount obtained in applying the percentage of support shown in Article 3 of the final eligible costs; as a consequence, if the final amount of eligible expenditure is less than the provisional amount, the Agency will reduce the amount of the foreseen final payment, or demand the partial or total repayment of the pre-financing.

As indicated in article 10 of the Grant Decision, budget transfers between budget categories are limited to 10% of the estimated eligible costs of the action.

As stipulated in article 4.6 of the Grant Decision, requests for payment and financial reports must be drafted in euros. The beneficiary with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the [Official Journal of the European Union](https://eur-lex.europa.eu).
determined over the corresponding reporting period.

The Agency reserves the right to request the submission of any other documents judged necessary for the evaluation of the development of each project.

4. Amendments

In order to allow us to deal with your report in the most efficient way, we would ask that you keep your company data updated in the Funding & tender opportunities portal.

If any changes have occurred in the company details since the signature of the Decision/agreement, please modify the relevant data in your profile (legal name and/or status of the company, legal and/or correspondence address, bank account).

Any amendment to the Grant Decision shall be made in writing and has to be duly justified by the beneficiary (i.e. extension of eligibility period, changes in the budget breakdown). The beneficiary must also inform the Agency of any change of bank account details and legal representative.

We would draw your attention to the fact that all requests for amendments must be made no later than one month before the end of the action as indicated in Article 2.2 of the Grant Decision.

5. Dissemination and visual identity

Dissemination

In order to ensure transparency and visibility of the EU funding, your project will be published on the Creative Europe Results Platform for public consultation.

In order to promote your project and the Creative Europe Programme you are invited to update and upload project information and deliverables in the platform (links, trailers, posters, brochures, reports, guides, etc). This information can be used for promoting your project (for instance successful projects are flagged in the system and promoted at various events hosted by the European Commission).

You can upload information in the Beneficiary's dashboard, using your EU Login account.

At final report stage, you will be requested to provide a summary of the activities implemented with the EU support, presenting the project, the results and the impact. Final payment will be subject to having submitted relevant information. The summary will be available on the project results platform after the validation of the final report.

If you lost your password or if you have any technical questions related to the platform, please contact EAC-PROJECTSPLATFORM-HELPDESK@ec.europa.eu.

Visual Identity and logos

During the development phase (i.e. until the production of the 1\textsuperscript{st} playable prototype), you must use the logo and credit on any outcome and communication/promo material, including the GDD, prototype and teasers / trailers, websites, press kits, communication on social networks, video platforms, crowdfunding campaigns, etc.

The relevant article of the grant agreement is 12 – Publicity obligations:

For the purpose of General condition n° 8 of the grant decision, relating to the publicity and use of the relevant logo, the beneficiary shall indicate in any communication or publication about the action, including its website, that the action has received funding from the European Union. This includes a mention of the development support on onscreen credits of the final produced project when applicable. Such acknowledgment shall be worded as follows: “with the support of Creative Europe - MEDIA Programme of the European Union” and be accompanied by the Creative Europe - MEDIA logo and the European flag. The beneficiary shall use the logos, trademarks or items created by the Agency for these purposes and include in the publications/catalogue of the action covered by this Decision the text provided by the Agency.

The obligation to comply with the publicity provision set out in General Condition n°8 constitutes a substantial obligation. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Agency may apply a 20% reduction of the grant initially provided for.

The beneficiary undertakes to supply to the Agency one copy of all audiovisual works resulting from the development of the action on the appropriate platform.

To sum it up, this means that:

- You must use the logo/credit on all occasions during the development phase.
- You must use the logo/credit on the 1st playable prototype (end of the development phase).
- You do not necessarily have to use the logo/credit during the production phase, but you can if you wish.
- You must use the logo/credit on the final version of video game (which will be sold on the market).

Therefore your publisher must be aware that the logo/credit will have to be used together with the other credits.

6. Audits

In accordance with the terms of the General Condition n°27, the Agency reserves the right to request an audit into the use of the MEDIA support, during a period of 5 years following the date of the final payment of support.

7. Correspondence
All correspondence should be sent to the following address:

EACEA-MEDIA-DEV-MONITORING@ec.europa.eu

Please do not forget to inform us of major changes/events/milestones in the lifecycle of your project.