

E-MANUAL

GUIDE TO PLANNING EU PROJECTS IN THE HEALTH AND SOCIAL HEALTH SECTOR

4. EU PROJECTS COORDINATORS' TASKS AND RESPONSABILITIES
EU4health PROGRAMME











ABSTRACT

This guide summarizes the (additional) attributions and responsibilities of the Coordinator, who are specific to this role, based on the following documentation:

- Grant Agreement scheme
- Online manual at the Funding & Tender Portal
- Handbook scheme
- Consortium Agreement scheme











TABLE OF CONTENTS

I.	VERIFYING THE CONFIGURATION OF THE ROLES ON THE PORTAL	
II.	SETTING THE ACTION	8
III.	TECHNICAL MANAGEMENT OF THE PROJECT	10
	a. MANAGEMENT OF COMMITTEES AND MEETINGS	10
	b. CONTINUOUS MONITORING AND REPORTING	12
IV.	FINANCIAL MANAGEMENT OF THE PROJECT	15
V.	AMENDMENT MANAGEMENT	21
VI.	ANNEX: General rules for costs/funding	22











IN PILLS:

Portal	Funding & Tender Portal (PORTAL)	
Funding/grant agreement	Grant Agreement (GA) between the beneficiaries and the European Commission	
Consortium agreement	Consortium Agreement (CA) between the action's beneficiaries	
Affiliated entities	Affiliated entities are entities with a legal connection to beneficiaries who implement parts of the action and are entitled to charge costs directly to the grant. They do not sign the Grant Agreement, but they are part of it and often they play an important role. They are therefore effectively treated as beneficiaries (they have their own balance sheet, must provide their own CFS, must contribute to the elaboration of the technical report, must present deliverables, etc.). The affiliated entity does not charge a price, but it declares its own costs for the implementation of the action tasks, with the same rules to which the beneficiaries are subject. The affiliated entity itself directly performs certain action tasks and is liable to the beneficiary for this. The beneficiary remains liable to the EU Commission for the work performed by the affiliated entity. Beneficiaries must ensure that all of their obligations under the GA also apply to their affiliates. Violations by affiliated entities will be handled the same way as violations by beneficiaries. The recovery of undue amounts will be managed through the beneficiaries. Furthermore, the beneficiaries remain financially responsible for the recovery of payments from their affiliated entities. The work assigned to the affiliated entity is normally carried out at its headquarters. The work is under the full and direct control, instruction and management of the affiliated entity (with its employees). "Legal link with the beneficiaries" means a legal or patrimonial link, which is not limited to the action or established for the sole purpose of its implementation. This concerns:	p.8 /p.96 aga en.pdf (europa.eu)













- Permanent legal structures (e.g. the relationship between an association and its members).
- Contractual cooperation not limited to the action (e.g. collaboration agreement for research in a specific field).
- Capital link, direct or indirect control of the beneficiary under the same direct or indirect control (as the beneficiary) direct or indirect control over the beneficiary.

This concerns not only the case of parent companies or holding companies and their subsidiaries and vice versa, but also the case of companies associated with each other (e.g. controlled by the same entity).

Associated partners

They can implement tasks of the action, but unlike affiliated entities they do not need to have a capital or legal link with a beneficiary (though they can have one), they do not need to prove the eligibility requirements (though they can meet them) and the costs incurred by them CANNOT be declared as eligible costs. Where required, information about the budget is for informational purposes only. Unlike third parties who provide inkind contributions, Associated Partners are fully named in the grant agreement and can carry out tasks important to the project. They may have an interest in contributing to the objectives of the action, gaining visibility or participating through an ongoing (scientific) cooperation with a beneficiary.

They do not sign the grant agreement. The beneficiaries to whom they are linked are responsible for enforcing the Associate Partners' commitments and carrying out the assigned tasks (e.g. through the consortium agreement) in accordance with the grant agreement.

Whenever possible the Associated Partner should be linked to a specific Beneficiary.

The consortium is responsible for the correct implementation of the tasks performed by associated partners (adequate quality, punctual delivery, etc.). They must also ensure that they fulfil certain obligations:

- (b) Correct implementation (see Article 11)
- (c) Avoiding conflicts of interest (see Article 12)
- (d) Confidentiality and security obligations (see Article 13)
- (e) Ethics (see Article 14)

p.8

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	(f) Giving visibility to EU funding (see Article 17.2) (g) Compliance with the specific rules for implementing the action (see Article 18) (h) Information obligations (see Article 19) (i) Record keeping (see Article 20) It is the responsibility of the beneficiaries to ensure that these obligations are accepted by the associated partner (e.g. via contractual agreements, consortium agreement, etc.)	
THIRD PARTY CONTRIBUTING ITS WORK (in kind)	They provide a contribution necessary to implement the action, which is not supported by a beneficiary and is not counted in the project budget. The expense is eligible only in certain circumstances.	p.6 aga_en.pdf (europa.eu)











I. VERIFICATION OF ROLE CONFIGURATION ON THE PORTAL

Synthetic title	Description	Reference
1.1 ENSURING THE CORRECT ALLOCATION OF ROLES FOR PROJECT MANAGEMENT ON THE PORTAL	The minimum configuration for a consortium in a given project is: 1 Primary Coordinator Contact Person (PcoCo). 1 Participant Contact (PaCo) per beneficiary. 1 LEAR per organization. 1 project legal signatory (PLSIGN) per organization. 1 Project financial signatory (PFSIGN) per organization. Organizations participating as Affiliated Entities (or other type of participant - Associate Partner, Subcontractor, etc.) DO NOT need any access role to the Portal, as they do not have permission to use it. All actions in the Portal are managed on their behalf by the Coordinator/Beneficiary to which they are linked.	p.15 EU4Health online manual.pdf











II. ACTION SETUP

Synthetic title	Description	Reference
2.1 PROMOTING, NEGOTIATING AND ENTERING INTO A CONSORTIUM AGREEMENT (CA)	The consortium agreement (CA) must be complementary to the GA and must NOT contain any provisions contrary to it (or to applicable EU, international or national law). The consortium agreement should in principle be negotiated and concluded before the signature of the GA. Otherwise, lengthening the disagreement time may jeopardize the action. The CA can be modified by the consortium at any time. The consortium agreement must be in writing.	p.94 aga en.pdf (europa.eu)
	Since the Consortium is responsible for the correct implementation of the tasks performed by the ASSOCIATED PARTNERS (adequate quality, punctual delivery, etc.), it must ensure that they fulfil certain obligations: (b) Correct implementation (see Article 11). (c) Avoiding conflicts of interest (see Article 12). (d) Confidentiality and security obligations (see Article 13). (e) Ethics (see Article 14). (f) Giving visibility to EU funding (see Article 17.2). (g) Complying with the specific rules for implementing the action (see Article 18). (h) Information obligations (see Article 19). (i) Record keeping (see Article 20). These obligations must be regulated and accepted, through the beneficiaries, by the related associated partners (e.g. through contractual agreements, consortium agreements, etc.).	p.99 aga_en.pdf (europa.eu)
2.2 PROMOTING, NEGOTIATING and ENTERING INTO COLLABORATION AGREEMENTS (where applicable)	Collaboration arrangements should be concluded with participants in related actions to ensure that both actions are properly implemented and coordinated. A "collaboration agreement" is an agreement between the beneficiaries of the two projects to coordinate their work. It is a purely internal document. The EU Commission is not a party and has no responsibility for it (nor for any negative consequences). If the consortium of the two related projects is	p.94 aga_en.pdf (europa.eu)











	the same, the collaboration agreement can be included in the consortium agreement. The beneficiaries of the linked actions must, through the collaboration agreement, decide on the modalities of collaboration and synchronization of the activities as well as on the internal organization and decision-making processes of the linked actions. If they wish, they can also create and participate in joint bodies and advisory boards. They do NOT replace the consortium and other project governance mechanisms (if any are present).	
2.3 PREPARING AND UPDATING THE PROJECT SUMMARY	In order to ensure correct and transparent communication, the Coordinator prepares and updates a summary of the action to be published on the PORTAL.	
2.4 ARCHIVING and DOCUMENT MANAGEMENT	The Coordinator prepares and keeps, according to safety standards, the registers and supporting documentation in order to demonstrate the correct implementation of the action and the declared costs.	













III. TECHNICAL MANAGEMENT OF THE PROJECT

Illa. Management of Committees and Meetings

Synthetic title	Description	Reference
3.1 CONVENING AND MANAGING ASSEMBLIES AND COMMITTEES	The Coordinator is in charge of: - (in the absence of different provisions) Convening and chairing/ managing: - General Assemblies (at least 1 in person assembly per year convened with at least 45 days notice + 3 online ones every 4 months convened with at least 30 days notice), in addition to Extraordinary Assemblies (with at least 15 days notice). The agenda must be sent 21 days before (ordinary) or 10 days before (extraordinary) Executive Committees (at least 6 online every 2 months convened with at least 14 days notice + at least 1 per year in person convened with at least 21 days notice), in addition to extraordinary Committees (with at least 7 days notice). The agenda must be sent 7 days before (ordinary) or 5 days before (extraordinary) Verifying that there is a quorum for voting and, failing that, convening another meeting/committee within 30 days. (NOTE: The resolution is valid if two thirds (2/3) of the members are represented). In the event of a tied vote, the Coordinator's vote is decisive. (PLEASE NOTE: The decisions of the General Assembly are taken by simple majority of the members present. The decisions of the Board of Directors are taken unanimously or exceptionally, in case of failure to reach consensus, by a majority of two thirds (2/3) of the votes cast) Drawing up the minutes and arranging for transmission within 10 days. (PLEASE NOTE: The minutes are considered accepted if no member sends a written objection within a further 10 calendar days from the date of their distribution).	Consortium Agreement Par. 6.2.2 / 6.2.3 / 6.2.5











3.2 MANAGING OF **NOTIFICATIONS** AND DISPUTES

In the absence of meetings (Assembly/Committees), the Coordinator must:

 Submit the decisions in written form to the vote, setting a clear deadline for the answers/votes (at least 14 days and no more than a month) and send the notification with the decision/s taken to all the partners, under penalty of invalidity of the decision itself.

To do this, the Coordinator must use the following sentence: "You are invited to submit your decision in writing by sending the text below in an email to the Coordinator, by [insert date] at the latest. Our organization agrees with [insert object]."

- Any communication to be provided pursuant to the Consortium Agreement must be made in writing to the addresses and recipients indicated in the most updated list of addresses kept by the Coordinator.

(Formal notices:

If formal notice, consent or approval is required in this Consortium Agreement, such notice must be signed by an authorized representative of a Party and must be served personally or sent by email or registered mail. Other communication:

Other communications between the Parties may also be made by other means such as e-mail with proof of delivery, which satisfies the conditions of written form).

- The Coordinator can be called to resolve disputes, only if requested by the WP Leader.

(PLEASE NOTE: In the event that the Work Package Leader fails to reach an amicable settlement within 15 days of the date the Dispute was reported to him, the Dispute must be referred to the Executive Board (EB) who will recommend a solution by consensus within fifteen (15) days from the date on which the Dispute was referred to it. In the event that consensus is not possible, the recommendation is adopted by a simple majority, with one vote for each Party. **The parties** involved in the dispute abstain from participating in that

Par. 6.2.3 Consortium Agreement

Par. 11.3 Consortium Agreement

Par. 11.8 Consortium Agreement









final recommendation.

If no agreement is reached, the Project Coordinator, after consulting the OP, makes a final recommendation on the matter. If the Coordinator is involved in the conflict, another Party jointly selected by the Executive Board (EB) should assume this role).

IMPORTANT: If the Coordinator fails in its coordination tasks, the General Assembly can propose directly to the European Commission to change the Coordinator.

IIIb. Continuous Monitoring and Reporting

Synthetic title	Description	Reference
3.3 ACTING AS AN INTERFACE WITH THE EUROPEAN COMMISSION	The Coordinator is the contact point for the European Commission and acts as a communication intermediary. In this role, being a delegate, they represent the Consortium (towards the European Commission). The Coordinator has no right to act or make statements (much less ones binding for any other Party or for the Consortium) unless expressly agreed to in writing. Nothing shall be used to establish a joint venture, partnership, interest group or any other type of grouping or formal entity between the Parties.	Par. 6.5 Consortium Agreement Par. 11.2 Consortium Agreement + aga_en.pdf (europa.eu)
	The Coordinator cannot extend their role beyond the tasks specified in the Consortium Agreement (CA) and in the Grant Agreement (GA). It follows that the Coordinator acquires information to be submitted to the decision-making bodies of the Consortium and does not express their own ideas and opinions, but those assumed collectively by the Consortium, according to the voting methods provided.	(europa.eu)
	The Coordinator also has the implicit responsibility of	











	enhancing the good course of the action and safeguarding the reputation of the delegating beneficiaries.	
3.4 CONTINUOUS MONITORING and PROJECT MANAGEMENT (Part I)	The grant agreement (GA) imposes a number of specific project management tasks on the coordinator: - Keeping the list of contacts/contact details of Partners and project representatives always updated and available. - Checking that the action is correctly implemented by all the Parties, according to their obligations (in compliance with times, costs, quality*). - Requesting and reviewing the deliverables and information requested by the EU Commission (including financial statements and certifications) and verifying their completeness and correctness. - Punctually transmitting/uploading the deliverables and technical reports on the Portal and to all interested parties (e.g. internal project repository). - Providing to the Parties, upon request, official copies or originals of documents that are in the exclusive possession of the Coordinator when such copies or originals are necessary for the filing of claims by the Parties.	See 3.5 See 4.1
3.5 CONTINUOUS MONITORING and PROJECT MANAGEMENT (Part II)	*Checking the quality of documents/information submitted by beneficiaries, including: - Verifying that the beneficiary presents the deliverables/information in the required format/according to the templates provided. - Verifying that the deliverables approval process has been correctly implemented. - Verifying that the technical information (necessary for the preparation of the technical report) submitted by a beneficiary relates to its tasks as described in Annex 1 (and not something unrelated to the action). The coordination activities listed above may NOT be subcontracted or outsourced to another entity (including other beneficiaries, subcontractors or affiliated entities).	See also 4.1
3.6 MONITORING AND VERIFICATION OF	- Ensuring compliance with the formal rules of communication and the factual accuracy of the information provided.	Par. 8.4 Consortium Agreement











COMMUNICATION RULES	(PLEASE NOTE: The EU flag and the phrase "This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] was funded by the European Union's Health Program (2014-2020)." must be visible in every communication). - Inviting beneficiaries to take corrective action. - Making sure that no written objections to the expected publication have been received by the Parties (within 10 calendar days of receipt of the communication). In the absence of objections within the period indicated above, publication is permitted. (PLEASE NOTE: Any Party intending to disclose its results must give advance notice of any intended publication to the other Parties at least 15 calendar days prior to submission for publication). - Ensuring that communication activities reach out to multiple audiences (beyond the community of action), including the media and the public, in a way that can be understood by non-specialists. (NOTE: The communication should highlight the objectives, the results of the action and include the public policy perspective: - Contribution to competitiveness and the solution of societal challenges. - Impact on daily life (e.g. job creation, development of new technologies, improvement of quality products, better lifestyle, etc.). - Actual or probable exploitation of the results by policy makers, industry and the community).	+ p. 114 aga en.pdf (europa.eu)
3.7 REPORTING AND CONTINUOUS MONITORING	Keeping the risk register updated and collect/share risk mitigation actions at least in correspondence with reporting moments.	p. 60 EU4Health online manual.pdf











IV. FINANCIAL MANAGEMENT OF THE PROJECT

Synthetic title	Description	Reference
4.1	The Coordinator has further specific tasks:	Par. 6.5
CONTINUOUS	- Requesting and reviewing the reports and information	Consortium
MONITORING and PROJECT MANAGEMENT	required by the EU Commission (including financial statements and certifications) and verifying their completeness and correctness.	Agreement
	- Punctually transmitting/uploading financial reports to interested parties (e.g. internal project repository).	
	- Providing to the Parties, upon request, official copies or	
	originals of documents that are in the exclusive possession of	p.62
	the Coordinator when such copies or originals are necessary	EU4Health
	for the filing of claims by the Parties.	<u>online</u>
	- Verifying that the Continuous Reporting Form is updated in time.	manual.pdf
	- Verifying that all participants have submitted their statement	
	of expenditure (and CFS, if necessary).	
	- Monitoring spending against budget (and any deviations):	
	ascertain causes and explanations.	
	- Verifying that the report is consistent and that the	
	information in parts A and B are consistent.	
	- Ensuring that the template has been followed, that all	
	sections have been completed, and that no attachments are	
	missing.	
	- Transmitting/uploading/sending the periodic financial	
	reports, according to the templates provided and by	
	accessing the PORTAL	
	(Access to the Grant Management System is available	
	through My Projects > Actions > Manage Project > Periodic	
	Reporting > Technical Part contribution/Financial Statement	
	drafting).	
	(PLEASE NOTE: The report has two sections: the Technical	
	Report part (in turn divided into A and B) and the Financial	See 4.2
	Report part.	
	- Technical Report Part A (table part): contains the structured	











tables with information on the project (recovered from the management system).

- Technical Report Part B (the narrative part): mirrors the application form and requires participants to report on differences (delays, work that has not been completed, new subcontracts, budget overruns, etc.). It must be uploaded as a PDF document.
- The Financial Report is made up of the part of the individual declarations and of the consolidated declarations (recovered from the Grant Management System). In addition, most programs require a detailed cost reporting table (excel table) or a report on the use of resources (online wizard) and, for payments above certain thresholds, a statement of expenditure certified by independent authorities (CFS). The Technical Report Part A and the Financial Report are automatically generated on the basis of the data uploaded by the beneficiaries in the Grant Management System. Each beneficiary must process and complete the Financial Statement by accessing the Portal: Go to My Projects > Actions > Manage Project > Periodic Reporting > Financial Statement.

4.2 PREPARE AND **REQUEST THE** PREPARATION OF **CERTIFICATES OF EXPENSE BY INDEPENDENT REVIEWERS**

The CFS is a report produced by an independent auditor (or, for public entities, by a public official) using the model available in the "Reference Documents" of the Portal. Its purpose is to guarantee the regularity of the declared costs to the European Commission. The thresholds depend on the EU program and the type of action (see call conditions on the Topic page). For the 2021-2027 MFF, there is <u>usually</u> a single threshold of €325,000 of requested EU contribution.

ATTENTION! In the Grant Agreement (different value!):

[OPTION 2 for actions with multiple RPs and interim payments: within 60 days of the end of each reporting period, the coordinator has to submit a periodic report to the Commission, which should include (among other documents and unless otherwise specified in Article 15 of the grant agreement) a certified financial statement (CFS) for each beneficiary and (if applicable) each related entity, if:

Annex 5

Grant Agreement

p.63

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- The cumulative amount of the EU contribution claimed by the beneficiary/affiliated entity for reimbursement of actual costs is equal to or greater than EUR 150 000 and
- the maximum EU contribution indicated for that beneficiary/affiliated entity in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 200 000 or more.

The CFS must be submitted whenever the cumulative amount of payments claimed (e.g. also in previous budgets) reaches the threshold (i.e. a first certificate once the cumulative amount reaches 150 000, a second certificate by 300 000, a third certificate upon reaching 450 000, etc.).

Costs relating to the drafting and presentation of the final report are eligible even if incurred beyond the duration of the action. These costs include the cost of the certificates on financial statements (CFS) required by the grant agreement and the cost of participating in a project review carried out by the granting authority before the submission of the final report. They may also include the cost of personnel needed to prepare the final report. However, they may NOT include other action activities set out in Annex 1 and undertaken after the action end date.

AND APPROVAL OF FINANCIAL REPORTING OF THE PARTNERS

4.3 VERIFICATION | The coordinator approves the financial reports of the partners. The Coordinator must explicitly examine and approve the periodic report.

> If necessary, the Coordinator re-sends a financial statement to a partner for further modifications or to unlock the data sheet.

> (PLEASE NOTE: All financial statements from accepted Partners must be included before submission (My Projects > Actions > Manage Project > Periodic Reporting > Include). Sometimes it may be decided to submit the report without financial statements from certain Partners (e.g. if a Beneficiary is unable to submit their individual statement in time). If this happens, the Coordinator will need to confirm that they are aware of this and such costs will not be taken into account for











the ongoing payment. The costs of the participant will be considered zero for this reporting period, but they will be able to declare their costs in the next financial statement (next reporting period). The Coordinator must submit all parts of the periodic report

together (all individual financial statements and part B of the technical report): My Projects > Actions > Manage Project > Periodic Reporting > Submit to EU

The system will automatically generate the report file with the resource usage declarations and the periodic financial summary, which includes the payment request. The European Commission can accept the report and start

preparing the payment, or ask for changes to the same which means that the above process starts again.).

4.4 **MANAGEMENT** OF PAYMENTS AND **OBSERVATIONS** Once the European Commission has approved the payment, the amount due will be paid to the Coordinator (within 90 days of receipt of the report).

The EU Commission will send a letter informing of the payment. After receiving the letter, the Coordinator has 30 days to submit any observations. In case of comments, the EC will send a confirmation letter stating its final position.

- The Coordinator must transfer the contributions to the Partners promptly (usually no later than 30 days).

(RECOMMENDATION: The Coordinator remains in debt until the transfer of the sums enters the legal availability of the partner, therefore an erroneous transfer does not relieve the Coordinator of the debt. Sensitive information such as bank details should be verified and updated by the partners in the Registry of the Participants (Portal) and not by email).

- The Coordinator has the right to withhold any payments due to a person responsible for violating their obligations or to a Beneficiary who has not yet signed the Consortium Agreement | Agreement (CA).

Par 7.3.2 Consortium

- The Coordinator has the right to recover any payments

18











	already made to a defaulting Party. - The Coordinator also has the right to withhold payments to a Party when this is suggested or agreed with the European Commission. (ATTENTION: We are talking about "right" since, ultimately, it is the Coordinator who has the exclusive management and full responsibility for the European financing and the repayment of the Consortium's debts and is liable towards the Lender, even if it were not the final recipient of these amounts). The beneficiaries (including the coordinator) are jointly and severally liable to repay any unpaid debts under the Agreement (owed by the consortium or any beneficiary, including default interest) up to the maximum EU contribution indicated, for each beneficiary, in the forecast budget.	See 4.5
4.5 MANAGEMENT OF THE REQUEST OF RETURN OF EXCESS SUMS	Whenever the European Commission revises the final grant amount for the action or for the beneficiary, due to a rejection of costs or a reduction of the grant, - The Coordinator can be/is called upon to acquire the excess payments from the partners, without undue delay. - The Coordinator can be/is called to carry out the compensations, returning the surplus. (NOTE: In particular, the EU Commission: - If the refusal or reduction does not concern a specific beneficiary or its connected entities: request the return of the difference to the coordinator (even if it was not the final recipient of the amount in question) or - Otherwise: request the return of the difference to the beneficiary concerned. The European Commission will formally notify a pre-information letter to the coordinator or beneficiary concerned: - Informing them of their intention to recover, the amount to be reimbursed and the reasons thereof, and - Inviting them to submit observations within 30 days of receipt of the communication.	
	If no observations are submitted or the EC decides to pursue recovery despite the observations received, it will confirm the	











amount to be recovered and formally notify the coordinator or beneficiary concerned a debit note. This note will also specify the terms and date for payment.

If payment is not made by the date specified in the debit note, the Commission will proceed to recover the amount:

(a) 'compensating' — without the consent of the coordinator or the beneficiary — against any amount owed to the coordinator or the beneficiary by the Commission or another executive agency

(from the EU or Euratom budget).

In exceptional circumstances, to safeguard the financial interests of the EU, the Agency may compensate before the payment date indicated in the debit note;

(b) holding the other beneficiaries jointly liable, up to the EU contribution ceiling indicated, for each beneficiary, in the cost estimate).











V. MANAGEMENT OF AMENDMENTS

Synthetic title	Description	Reference
5.1 MANAGEMENT OF AMENDMENTS	The Coordinator is responsible for the management and preparation of the amendments, after informing the PO. Normally NO changes are needed for:	
	 Budget transfers covered by budget flexibility. Changes to a participant's name or address — made directly in the Participant Register. Acquisitions (merger/acquisition) of a participant — done directly in the Participant Register. Changes to bank details — made directly in the Participant Register. 	
	The budget breakdown may be adjusted - by transfers (between participants and budget categories) - provided that this does not lead to any substantial or important change to the description of the action in Annex 1. However, the amendment is always required for: - Changes to the budget category for volunteers (if used) Changes to budget categories with flat-rate charges or contributions Changes to budget categories with higher funding rates or budget ceilings (if used) The addition of amounts for unforeseen subcontracts.	











The profile of the project manager: "soft" skills

- Flexibility: this is not to be understood as capitulation, but, rather, as pliability, malleability, and, more generally, a readiness to easily adapt to contingent situations that may not always be agreeable.
- Tenacity: this must never become obstinacy or stubbornness, but must translate into perseverance in pursuing certain goals.
- Skills of analysis and synthesis: through which to make more informed decisions.
- Willingness to dialogue: sensitivity and openness to one's interlocutors and, consequently, friendliness, affability, kindness and courtesy in interpersonal relations.
- Leadership: the project manager is usually attributed a high "density of responsibility" which is sometimes accompanied by a "labile attribution of power."

The role of the project manager







