



# **TWINNING MANUAL**

**REVISION 2017 – UPDATE 2022**

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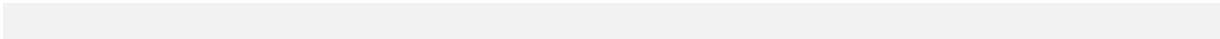
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## GLOSSARY

Partner Country	This term is used as a reference to all countries and territories with which EU cooperates.
Beneficiary administration	The Beneficiary administration responsible for the technical implementation of the project in the Partner Country.
CA	Contracting Authority
CFCU/A/D	Central Finance and Contracting Unit, Authority, Department in IPA countries. In the Manual all terms are referred to as the 'CFCU'.
Component Leader	Member State expert responsible for a specific component/mandatory result/output in a Twinning project.
Component Leader counterpart	Component Leader counterpart is a Beneficiary administration member of staff who is the permanent interlocutor of the Member State Component Leader coordinating the activities focussed on the achievement of a specific mandatory result/output.
Country/countries	For the purposes of this Twinning Manual, any reference to "country" or "countries" includes territories as appropriate.
Kosovo*	This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.
Palestine**	This designation shall not be construed as recognition of a State of Palestine and is without prejudice to individual positions of the Member States on this issue.
DG INTPA	Directorate-General for International Partnerships
DG NEAR	Directorate-General Neighbourhood and Enlargement Negotiations
ENI	The European Neighbourhood Instrument (ENI) is the means by which the EU implements the European Neighbourhood Policy (ENP) which governs the EU's relations with 16 of the EU's closest Eastern and Southern Neighbours. To the South: Algeria, Egypt, Israel, Jordan, Lebanon, Libya, Morocco, Palestine*, Syria and Tunisia and to the East: Armenia, Azerbaijan, Belarus, Georgia, Moldova and Ukraine.
EUD	EU Delegation: Whenever the Twinning Manual refers to "EUD" this abbreviation is considered to cover EU Delegations and the EU offices (EUO) (in territories where there is no EU Delegation).
IBU	Institution Building Unit (DG NEAR/C.3)
IPA	The Instrument for Pre-accession Assistance (IPA) is the means by which the EU supports reforms with financial and technical help. Current beneficiaries are: Albania, Bosnia and Herzegovina, North Macedonia, Kosovo*, Montenegro, Serbia and Turkey.
Member State(s)	Member State(s) of the European Union
NCP	National Contact Point
NDICI – GE	The Neighbourhood, Development and International Cooperation Instrument – Global Europe is the funding instrument is to uphold and promote the Union's values and interests worldwide and help the EU address the evolving international landscape and meet its international commitments, and act at global level, without boundaries and across themes, depending on the needs of the different countries and regions.
Officials or assimilated agents	Civil servants or other contractual staff of a Member State administration, body or other semi-public entity (i.e. having delivery of public service(s) defined as its main purpose and/or being under permanent structural supervision of a government authority and/or steered by a board of publically appointed trustees) mobilised as short-term experts in the framework of the implementation of a Twinning project or of a TAIEX activity.
Member State PL	Member State Project Leader (MS PL): A high ranking Member State official or assimilated agent who directs the implementation of the Twinning project and formally signs all work plan(s) and/or any updates of these.
Beneficiary PL	The Beneficiary Project Leader (BPL) is appointed by the Beneficiary

	administration and expected to operate at the appropriate political level who directs the implementation of the Twinning project on the side of the Beneficiary and formally signs all work plan(s) and/or any updates of these.
RTA	Resident Twinning Adviser being an official or assimilated agent from a Member State public or semi-public administration or accepted mandated body seconded to the Beneficiary country on a full-time basis in the framework of a Twinning project to coordinate the day-to-day activities of the project.
RTA counterpart	A Beneficiary administration official designated as the counterpart of RTA to facilitate communication and exchange of information between the partners.
Selection meeting	Meeting of the selection committee during the selection procedure.
Twining Coordination Team	Twining Coordination Team based in Brussels, European Commission, DG NEAR Unit C.3.
Types of management modes	Direct management means that the EUD is the Contracting Authority and responsible for all procedural and contractual aspects. Indirect management is a form of management after which an entity in the Beneficiary country becomes Contracting Authority. Under indirect management with ex-ante or ex-post controls, the EUD exercises controls on procedures and processes undertaken by the Contracting Authority based on established agreements.

## PREFACE

This update of the Twinning Manual is a result of intensive consultations with Member States, EU Delegations and different European Commission services over the course of 2014-18, in combination with external studies and in-depth analysis by NEAR services.

The update responds to the requirements of the Financial Regulation, to the need to harmonise the Twinning tool in line with the European Commission's policy to promote reforms in the Partner countries of DG NEAR and to harmonise processes for the use of the tool for all Partner countries and territories.

Twining as a tool providing peer-to-peer assistance to Partner Countries via the mobilisation of Member States' officials and assimilated agents has for twenty years successfully assisted Partner Countries in the IPA and ENI regions to develop European standards and to integrate European administrative principles into their practices.

The services of the Commission coordinating the implementation of Twinning projects are authorised to draft and keep updated a Twinning Manual by which the sound implementation of Twinning projects is clearly detailed.

The present revised version of the Twinning Manual is due mainly to its adaptation to the definition of the use of unit costs and flat rates and the introduction of a further simplification of procedures used under Twinning.

To ensure that the principle of fair treatment is respected with regard to all Member States and to avoid the risk that quality of expertise provided in the framework of administrative cooperation is conditioned by national standards and levels of public sector remuneration, the values of unit costs and flat-rates applied in the implementation of Twinning projects should be identical for all Member States. The Twinning Manual defines one identical rate for the flat daily allowance for the absence from duty of officials or assimilated agents who act as short-term Twinning experts.

The Twinning Manual further introduces a number of novelties with the purpose of shortening the time-lapse between the launch of a Twinning Fiche and the start of project activities, by simplifying the procedures related to contracting.

The Twinning Manual revision 2017 applies to Twinning grants awarded following calls for proposals published after 30 June 2017. The Templates in the annexes provided in this Manual should be used for all Twinning procedures, if not specified otherwise.

The European Commission would like to express its sincere appreciation to the EU Member States for their engagement in making Twinning projects successful.



## Section 1: Introduction

### 1.1 Twinning as a tool for institution building

Twinning was launched by the European Commission (hereinafter "the Commission") in 1998 in the context of the preparation for enlargement of the European Union. It was conceived as a tool for targeted administrative cooperation to assist the candidate countries to strengthen their administrative and judicial capacity to implement EU legislation as future Member States.. In 2020 the European Commission decided to make available the Twinning tool also to countries beneficiaries of the INTPA regions.

Twinning projects under Multi-Annual Financial Framework (2021-2027) are funded under IPA III and NDICI-GE instruments respectively.

Twinning is an institution building tool based on partnership cooperation between public administrations and accepted mandated bodies of Member States and of a Partner Country with the purpose of achieving mandatory results/outputs jointly agreed with the Commission. These mandatory results/outputs are linked to policy objectives, such as the preparation of EU enlargement or enhanced cooperation in line with EU policies, as foreseen under the respective regulations and agreements.

Twinning projects encompass a series of actions and inputs. Secondment of a full-time Member State expert (**Resident Twinning Adviser – RTA**) to a Beneficiary administration forms the "backbone" of Twinning projects. To achieve its objectives, a Twinning project also needs various other expert inputs, delivered via short-term experts.

Twinning projects are based on **a number of basic principles**:

- **Projects are built around jointly agreed policy objectives** deriving from the joint EU- Partner country political agenda, i.e. combining the EU policy orientations (as set out in the policy documents) and the Beneficiary administration's efforts for reform (as set out in strategic documents adopted by relevant Partner country).
- The Beneficiary administration **retains ownership of the project**, from the conception of the Twinning Fiche until the closure of the Twinning Grant Contract.
- As a rule, the **Beneficiary administration selects its Member State** partner(s) but should the Contracting Authority (and/or the EUD in case it is not the CA) at any stage become aware of any potential irregularity including violations of the principles of equal and fair treatment linked to a Twinning selection or contracting process, the Contracting Authority (and/or the EUD in case it is not the CA) can always act upon this knowledge and/or stop the process. The Contracting Authority (and/or the EUD in case it is not the CA) can also stop the process should it become evident that results foreseen are already achieved or covered by another project already contracted.
- The selected Member State(s) undertake(s) to transfer the requested public sector expertise available in its home administration. This includes first and foremost the secondment of a full time Member State **RTA** for the planned duration of the project.
- Twinning projects must bring to the Beneficiary country **concrete operational results** (results/outputs see also Annex C1a) in connection with the *Union acquis*, EU

standards/norms or other EU policies open for cooperation usually linked to a planned and agreed reform process in the Beneficiary country.

- The partners implementing the project **commit themselves** to achieving the mandatory results/outputs, and not only to the means to achieve them. At the end of the project a new or adapted structure and/or processes must function under the sole responsibility and ownership of the Beneficiary who commits to sustaining the results of the project.
- Twinning is a **joint project of a grant nature**. It is not a one-way delivery of technical assistance from a Member State to a Beneficiary country. It is a joint project, in which each partner assumes responsibilities. The Beneficiary commits itself to undertaking and funding reforms, the Member State to accompanying the process for the duration of the project.
- To underpin the credibility of their commitment, the Twinning partners sign a **Twinning work plan drafted jointly by the Member State and Beneficiary administration** at the beginning of the implementation of the project work. The work plan should be considered a rolling document, initially for minimum 6 months, that is regularly updated in the course of implementation of the project. It must always define a clear baseline and set clear targets to allow for close monitoring of progress towards the final result.
- The **achievements** of a Twinning project should be **maintained** as a permanent asset to the Beneficiary administration even after the end of the Twinning project implementation. This presupposes *inter alia* that effective mechanisms are put in place by the Beneficiary administration to disseminate, consolidate and sustain the results of the project by committing sufficient future resources.
- In order to ensure transparency of proceeding and equality of all administrative bidders, the Twinning Fiches **will only be circulated to the designated National Contact Points** in the administrations of Member States with publicity on the EuropeAid website.

Following the completion of a Twinning project, the Beneficiary administration is expected to have achieved significant progress in the identified area of the project. The Twinning project contributes to, but does not replace, the Beneficiary country reform programme agreed. Often the Twinning project is part of a series of actions including of a non-institution building character and those of other stakeholders with whom the Beneficiary cooperates in its reform process. This in no sense diminishes the need for each individual project to have clearly defined goals and a precise, timed and budgeted work plan for its achievement.

**Twinning projects are ideally suited to projects with the following features:**

- Where there is a clear advantage of using public sector expertise i.e. in public administration capacity building activities requiring access to support of a Member State public administration.
- The mandatory results/outputs and the contribution to an overall reform are clear and the Beneficiary administration has a good understanding of the relevant parts of the related *Union acquis* and/or standards or the relevant area of cooperation, and has selected the type of administrative system it intends to adopt.

- A clear political commitment by the Beneficiary in the framework of the political dialogue between EU and the Beneficiary exists and sufficient budgetary resources are allocated to ensure that the needed resources (financial, staff, etc.) are mobilised for the reform process as such (including the Twinning project).

## 1.2 Twinning management modes and contracting authorities

Twinning projects being financed by grants awarded in the framework of EU external aid programmes, shall be managed according to one of the procedures defined for this purpose by the EU financial regulation<sup>1</sup>: direct management or indirect management.

In the case of **direct management**, Twinning Grant Contracts are concluded directly by the Commission, represented by the EUD in the Beneficiary country, acting as Contracting Authority.

Two modalities are possible under **indirect management** with Beneficiaries:

- indirect management with ex-ante controls: decisions on the procurement and award of contracts are taken by the Beneficiary, which acts as the Contracting Authority, following prior authorisation of the Commission;
- indirect management with ex-post controls: decisions are taken by the Beneficiary, which acts as the Contracting Authority without prior authorisation by the Commission.

The different ex-ante and ex-post control procedures are defined in agreements between the EU and the individual Beneficiaries.

Twinning Grant Contracts are concluded by a Contracting Authority designated in a financing agreement or in a financing decision as long as the commitment of the Partner country is ensured in writing.

To support all Twinning actors in the various phases of project preparation and implementation, a Twinning Coordination Team operates in Directorate-General Neighbourhood and Enlargement Negotiations of the European Commission – DG NEAR (see section 4.3.2).

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<sup>1</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012

## **Section 2: Twinning Fiche, Call for Proposals, submission and selection**

### 2.1 Twinning Fiche and Call for Proposals

#### 2.1.1 Key Elements of the Twinning Fiche

Projects suitable for implementation through Twinning are identified in the course of the programming of EU financial assistance. The so-called Twinning Fiche (as per the template in Annex C1) is prepared at the outset of the Twinning process and specifies:

- the overall objective (usually reference to overall sector reform) and specific objective of the project;
- the legal and institutional framework in which the project will be implemented;
- the baseline data;
- the mandatory results/outputs (corresponding to each component of the project) to be achieved;
- the targets of the project;
- the indicators for measuring performance;
- the foreseen implementation schedule;
- the maximum amount of the grant made available by the Commission;
- the support to be provided by the Beneficiary(es) during the different phases of the project;
- name and role of Beneficiary Project Leader (BPL)(s) and Resident Twinning Adviser (RTA) counterpart(s);
- infrastructure/facilities – including in particular offices and office tools available for the RTA and his/her assistant(s) and the short terms experts, meeting conference rooms and facilities in those, etc.

Mandatory results/outputs represent a key element of the Twinning Fiche. EU funding will only be provided on the basis of these results being achieved. Following the conclusion of the project, the results must remain at the disposal of the Beneficiary administration(s) as a sustainable asset. To ensure sustainability, the results must be fully in line with and contribute to the reform efforts in the Beneficiary country.

Any legislation (especially alignment of legislation with the *Union acquis*), organisational structures, procedures and job profiles developed in the framework of the Twinning project

will need to be developed in an inclusive and evidence-based process, involving both internal and external stakeholders, and on the basis of best possible evidence (impact assessments)<sup>2</sup>.

The mandatory results/outputs mentioned in the Twinning Fiche must be in line with the RACER principles (Relevant, Acceptable, Credible, Easy and Robust).

The preparation of the Twinning Fiche is the responsibility of the Beneficiary administration(s), with the support of the EUD and the NCP office in the Partner Country(ies). The entities and individuals involved (in particular if external consultants are used) in the preparation must be identified and if external consultants are involved they, or the entities they represent, cannot take part in the Call for Proposal.

Controls and approvals of the Twinning Fiche depend on the management mode and the programming cycle:

*In case of direct management:*

Once the draft Twinning Fiche is finalised, the Beneficiary administration submits it to the EUD for review; the EUD then forwards the final draft to various stakeholders including line DGs and geographic units. Once this consultation is completed and comments are incorporated, the EUD sends the Twinning Fiche to the Functional Mailbox of the Twinning Coordination Team. This procedure managed by the EUD directly replaces the former Inter-service consultation.

*In case of indirect management*

- *with ex-ante control:*

Once the draft Twinning Fiche is finalised, the Beneficiary administration submits it to the Contracting Authority which after review sends it to the EUD. The EUD then forwards the final draft to various stakeholders including line DGs and geographic units. Once this consultation is completed and comments are incorporated, the EUD sends the Twinning Fiche to the Functional Mailbox of the Twinning Coordination Team. This procedure managed by the EUD directly replaces the former Inter-service consultation.

- *with ex-post control:*

Once the draft Twinning Fiche is finalised, the Beneficiary administration submits it to the Contracting Authority for circulation. Under ex-post controls the Contracting Authority could ask the opinion of the EUD.

### **2.1.2 Twinning Consultation on draft Twinning Fiche**

The Twinning consultation process is managed by the EU Delegation with relevant EU services (namely, Country unit, Line DG, thematic unit and Twinning Coordination Team). Consultations of Twinning Fiches are usually conducted by e-mail, but actual meetings can be organised when necessary. The consultation process lasts indicatively 15 working days.

The EUD takes into account the comments of the relevant EU services, including the Twinning Coordination Team (via its Functional Mailbox) on the **relevance, but not on the contractual and financial aspects**, of the Twinning Fiche in relation to the *Union acquis* and/or the policy objectives agreed between the EU and the Beneficiary.

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<sup>2</sup> Establishing and strengthening inclusive political processes is a key target under the Sustainable Development Goal 16 and it is also promoted at the EU level with the Better regulation approach.

The EUD sends the revised Fiche to the Contracting Authority and to the Beneficiary entities (National Contact Point, NIPAC, PAO etc.) by e-mail, as per section 4.3.2. Finally, the Consultation and its outcome will be included in the supporting documents for the publication of the Call for Proposals.

### 2.1.3 Circulation of the Twinning Fiche/Call for Proposal

Following either the full approval of the Twinning Fiche or its necessary revision, the competent EU service publishes the Twinning Fiche on PROSPECT<sup>3</sup>. Subsequently the Contracting Authority circulates the Twinning Fiche, which constitutes the launch of the Call for Proposal, simultaneously to all Member States National Contact Points (Member State NCP) by e-mail with CC to the Twinning Coordination Team. The call for proposals message must specify the deadline for the submission of proposals (see section 2.2) and the **indicative** date of the selection meeting (see section 2.4.2.2).

Member State NCP forwards the Twinning Fiche to the competent ministry or other institution for consideration and possible preparation of a proposal. When a proposal is prepared, the Member State NCP shall ensure that it complies with the requirements set in the Twinning Fiche and submit it within the deadline to the entity having circulated it.

### 2.1.4 Re-circulation of the Twinning Fiche

If the circulation of a Twinning Fiche does not result in any proposals or if submitted proposals lack quality, a new circulation can be envisaged. The Contracting Authority, together with the Beneficiary administration and the EUD (when the EU is not the Contracting Authority), may modify the Twinning Fiche, without significantly changing the substance, and re-circulate it to all Member State NCPs for another round of proposals.

In case of re-circulation, the Contracting Authority may shorten the period allowed for the submission of proposals. The Contracting Authority may re-circulate the fiche in case of unsuccessful call or consider other instruments according to their assessment.

## 2.2 Submission of proposals

In principle Member States have 8 weeks to prepare their proposals, with a concrete deadline specified at the moment of the circulation of the Twinning Fiche. The Contracting Authority may consider setting a longer deadline in operationally justified cases. **Unless otherwise specified, date and time of the deadline are those of the place where the Contracting Authority is located.** Proposals received after the deadline are not taken into consideration.

Member States shall prepare proposals based exclusively on the comparative advantage of their administrative system and the quality, experience and availability of public expertise required for the implementation of the project. Member State NCP submits proposals to the Contracting Authority, with copy to the EUD (when the EUD is not the Contracting Authority) and to the Twinning Coordination Team.

Proposals submitted by a Member State shall be concise and focussed on the strategy and methodology and an indicative timetable underpinning this, the administrative model suggested, the quality of the expertise to be mobilised and clearly show the administrative

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<sup>3</sup> [http://ec.europa.eu/europeaid/funding/prospect\\_en](http://ec.europa.eu/europeaid/funding/prospect_en) <sup>4</sup> The links to the LEF and FIF are included under Annex A5.

structure and capacity of the Member State entity/ies. Proposals shall be detailed enough to respond adequately to the Twinning Fiche, but are not expected to contain an elaborated project. They shall contain enough detail about the strategy and methodology and indicate the sequencing and key activities during the implementation of the project to ensure the achievement of overall and specific objectives and mandatory results/outputs.

Proposals shall include the CVs of the proposed PL, of the RTA and of the Component Leaders (see section 5.2.5).

For the RTA, an individual declaration (see Annex A9) stating availability for the entire duration of implementation of the project must be included.

CVs of short-term experts (who are not Component Leaders) should not be submitted and are not taken into consideration for the evaluation of proposals.

For each Twinning Fiche, a Member State can submit only one proposal, either on its own or as a member of a consortium (see section 2.3).

Simple expressions of interest, incomplete proposals or proposals not complying with Twinning rules will not be considered.

In case a Member State wishes to gather supplementary information, a fact-finding mission can be organised according to the guidelines in Annex C16.

## 2.3 Member State consortia

Member States may decide to cooperate in a Twinning project and therefore submit a joint proposal. In such case, a consortium agreement which details shared responsibilities and tasks, as well as all necessary administrative aspects of the cooperation, including detailed working arrangements must be concluded. It shall identify the lead Member State and the junior Member State(s). The lead Member State bears the overall responsibility of the project and, through its PL (see section 4.1.3), acts as single interlocutor of the Contacting Authority and the EUD (when the EUD is not the Contracting Authority) and of the Beneficiary administration. The agreement is concluded under the sole responsibility of the Member State concerned.

Junior Member States must additionally sign a **mandate**, which allows the PL of the lead Member State to commit the administration of the junior Member State and take any project implementation decisions on its behalf. A Member State can decide to let additional institutions from the same MS join as contract partner(s), who could then also sign a consortium agreement as well as the mandate in Annex A8. However, there can only be one Project Leader per Member State.

The selection committee may also encourage Member State cooperation in case the Beneficiary Administration is interested in benefitting from the experience from a second Member State among the ones having submitted an administratively compliant proposal. This requires that the selection committee verifies that the Member States concerned agree to cooperate in the implementation of the project. Such possibility is reserved for non-consortia proposals.

Junior Member States must commit themselves at an institutional level to implementing their specific part of the project under their own responsibility, subject to the overall co-ordination

by the lead Member State. To support its institutional commitment, a junior Member State shall designate a junior PL.

Practical implications of the decision to form a consortium are further presented under section 5.4.2.

## 2.4 Selection of the Member State(s)

### 2.4.1 General remarks

The procedure to select the most suitable Member State(s) for a Twinning project differs from standard procurement procedures applied to private sector technical assistance. A Member State proposal for a Twinning project is strictly evaluated on the basis of the elements as per section 2.2.

The Contracting Authority ensures that the selection procedures guarantee equal treatment, non-discrimination and transparency for all Member States involved. Contacting the relevant Beneficiary administration on issues regarding the project during the selection process may lead to the exclusion of the concerned Member State from the selection process.

Guided by the ownership principle the Beneficiary administration has a crucial say in the evaluation of proposals and the selection committee should recommend the choice of partner by consensus. The EUD can at any stage stop the procedure – as per section 1.1.

#### The selection committee:

Under direct management two voting members could come from the EUD and one from the Beneficiary administration. Under direct management the selection meeting is chaired by an experienced EUD staff member and the secretarial function assumed by the EUD.

Under indirect management all voting members must come from the Beneficiary administration and the meeting be chaired by a staff member experienced with handling selection procedures appointed by the Contracting authority of the Beneficiary country who also will assume the secretarial functions. The EUD under indirect management is invited as observers only.

In case the selection committee itself or the EUD as part of its ex-ante controls deem that all proposals are inadequate, the Twinning Fiche may either be re-circulated or another type of assistance might be envisaged to provide the necessary assistance.

### 2.4.2 Selection procedures

#### *2.4.2.1 Receipt and administrative check of the proposals*

The Contracting Authority acknowledges receipt of each proposal to the Member State NCP having submitted it, copying the EUD (if not the Contracting Authority), Contracting Authority as well as the Twinning Coordination Team.

Following the deadline, the Contracting Authority provides all Member State NCP with a list of submitted proposals. Immediately upon receipt of the written proposals, the appointed Beneficiary administration representatives participating in the selection procedure are informed that printed copies are available for review. In principle, proposals cannot be consulted outside the premises designated by the Contracting Authority.



Thereafter, the Contracting Authority calls a preparatory meeting with the Beneficiary administration, the EUD (when the EUD is not the Contracting Authority) and the Beneficiary NCP to clarify the practical details of the selection procedures. During the preparatory meeting, the Contracting Authority recalls the obligation of the evaluators that written proposals must have been assessed (with due attention to Annex C7) before the oral presentations at selection meeting take place.

Each proposal submitted in time is subject to a preliminary administrative check by the Contracting Authority on the basis of the checklist as per Annex C6 or C6bis. Proposals which fail to satisfy all criteria of the administrative check are declared ineligible and are not further evaluated. In case of un-clarity regarding the submitted documents the Contracting Authority should request further information from the applicant via the Member State NCP before deciding whether the proposal is not eligible.

In case of indirect management with ex-ante control, the Contracting Authority submits its conclusions on the eligibility of proposals to the EUD for endorsement should the agreements entail endorsement of this step.

The Contracting Authority invites Member State administrations having submitted an eligible proposal to attend the meeting of the selection committee. The Member State NCP concerned, the Twinning Coordination Team and the EUD shall be in copy of the invitation.

#### ***2.4.2.2 Meeting of the selection committee (selection meeting)***

The meeting of the selection committee shall allow the Beneficiary administration to fully assess the quality of the proposal offered by the Member State(s) in order to choose the most suitable partner.

Following formal invitations by the Contracting Authority, the selection meeting is chaired by the latter at the premises designated by the Contracting Authority. It shall indicatively take place no later than two weeks after the deadline for submission of proposals. The date anticipated at the moment of the circulation of the Twinning Fiche (see section 2.1.3) is **indicative** and the final date is agreed between the Contracting Authority and the Member State(s) having submitted a proposal, in particular taking into account the time required for obtaining visa (if applicable).

The Beneficiary administration shall always be represented by the Beneficiary PL (see section 4.2.3), the RTA counterpart (see section 4.2.4) or any official of the Beneficiary administration, who can contribute to a comprehensive technical evaluation of proposals (in particular Component Leaders counterparts – see section 4.2.6).

The Member State shall be represented by the proposed Member State PL and RTA. Both will be in the lead presenting the proposal. If the proposal has been submitted by a consortium, the junior PL(s) should also be present. Component Leaders who can provide more technical insight on the proposal could also participate.

All participants of the selection meeting representing the Beneficiary and other members of the Evaluation Committee shall sign a declaration of impartiality and confidentiality as per Annex C18.

In case of indirect management with ex-post control, the EUD will not participate as observer in the Evaluation Committee.

In case of indirect management with ex-ante control, the EUD will participate as observer in the Evaluation Committee.

The presence of all members of the selection committee is required during the meeting.

During the meeting of the selection committee, Member State representatives have approximately 45 minutes to present their proposal, while further 30 minutes are foreseen for questions and answers. Interventions by Member States Embassy representatives should be limited to 5 of the 45 minutes.

In circumstances accepted by the European Union Delegation and the Contracting Authority, the Selection Meetings can take place by remote by using Video-Conferencing tools. In particular, this option may be specially indicated for the selection meetings for projects in Partner Countries where travelling could be complex or costly for the Member State.

In the selection meeting the deadline for notification of the result to the applicants will be communicated (see 2.4.3).

#### ***2.4.2.3 Final evaluation of proposals and choice of the Member State(s)***

Following the presentations by the applicants the Selection Committee finalises the evaluation. One Selection Fact Sheet must be filled in per proposal. The Contracting Authority must ensure that strengths and weaknesses are clearly formulated in the Evaluation Grid Twinning Selections (see Annex C7) and properly substantiate the final choice. It is good practice to finalise the evaluation immediately after the last presentation.

#### **2.4.3 Notification of results**

As a general rule, within two weeks following the conclusion of the meeting(s) of the selection committee, the Contracting Authority shall formally notify about the outcome of the selection procedure individually to Member State NCPs having submitted proposals. The Contracting Authority shall put the Twinning Coordination Team in copy of the notification message. In exceptional circumstances the control procedures established (particularly as part of indirect implementation with ex-ante controls) the notification period might be longer, but in no cases should the period for notification exceed four weeks – and in all cases the deadline for notification of the result to the applicants must be defined and communicated to the applicants at the time of the selection committee meetings.

The Contracting Authority informs all Member State NCPs about the selected proposal, copying the EUD (when the EUD is not the Contracting Authority) and the Twinning Coordination Team. Should the notification date not be respected Member States can withdraw their proposal by notifying the Contracting Authority. The notification also indicates the proposed starting date and date of arrival of the RTA. It should be ensured that the Beneficiary's PL and the RTA counterpart will be fully available on the proposed arrival date of the MS RTA. Following the receipt of the notification the Member State confirms its agreement within one week.

The start of implementation should not be later than three months after the notification of the selection. The RTA should arrive in-country within one to maximum two months counting from the project start date. Should the selected Member State not be able to respect this deadline with regards to the arrival of the RTA, the Contracting Authority can decide to award the grant to the second best proposal if more than one proposal was evaluated as acceptable or to re-circulate the Twinning Fiche.

Member States shall be provided by the Contracting Authority with a copy of the Selection Fact Sheet.

## Section 3: The Twinning Grant Contract

### 3.1 Drafting of the Twinning Grant Contract

#### 3.1.1 General remarks and structure of the contract

The Twinning Grant Contract is composed of *Special Conditions* and *Annexes*. Twinning contracts are based on the grant model and the amount proposed cannot be increased at a later stage after the submission of the proposal. All communication regarding the project, including interim and final reports, shall be in the language of the contract.

In the interest of a rapid deployment of Twinning activities, the contract must be drafted speedily. At the latest, it must be signed by all parties within three months from the date of notification of the evaluation results (**notification of award**).

The structure of a standard Twinning Grant Contract includes:

- The Special Conditions identifying the contracting parties and regulating the contract;
- The description of the action (Project Fiche, Member State proposal and for standard Twinning later the rolling work plans, STE CVs);
- The General Conditions being applicable to European Union-financed grant contracts for external actions;
- The Budget for the Action (and for standard Twinning later the detailed budgets corresponding to the rolling work plans)
- The procurement rules governing potential procurements under the contract;
- The standard form for requesting payments, the financial identification form identifying the payment recipient and the legal entity form.

For Twinning, the Legal Entity Form (LEF) and the Financial Identification Form (FIF)<sup>4</sup> can be signed either by the same or by different entities. This might either be the Member State institution or the mandated body identified for handling the financial management including payments – as per the Special Conditions.

- The standardised Terms of Reference for expenditure verification reports;
- The financial annex governing the financial aspects of the contract;
- A Mandate from the Junior MS partner which allows the PL of the Lead MS to commit the administration of the Junior Member State if MSs have formed a consortium.

The CVs of the following expert positions need to be enclosed:

- MS PL, RTA and Component leaders;
- PL, RTA and Component leaders counterparts.

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<sup>4</sup> The links to the LEF and FIF are included under Annex A5.

In addition, the declaration of availability of the RTA should also be attached. The Contracting Authority shall start the preparation of the contract file as soon as the award has been notified.

All foreseeable unit costs and flat rates must be agreed at the contracting stage.

Particular attention should be given to ensure that:

- Annex A1 - The Twinning Fiche and the EU MS proposal must be included.
  - For standard Twinning, the initial rolling work plan, covering at least the first six months of the project and forming the basis of the future rolling work plans will be added to Annex A1 when developed and approved by the first Steering Committee and later by the Contracting Authority. The subsequent updated rolling work plans (and the corresponding budgets not requiring addendum) are later – when approved by the SC – submitted to and later approved by the Contracting Authority, who adds the rolling work plan update to Annex A1.
  - For standard Twinning, the CVs of the STEs to be used for the implementation of the activities during the initial rolling work plan covering at least the first six months will be added when the first rolling work plan is agreed by the SC and later approved by the Contracting Authority. The CVs reflecting the use of expertise in the next rolling work plan are attached to each subsequent rolling work plan<sup>5</sup>.

Both the rolling work plan and the CVs of STEs are deemed approved after 15 days in case of no reaction from the Contracting Authority.

- Annex A3 - For standard Twinning, the EU MS at the stage of preparing a response to the Twinning Fiche should only present an indicative budget proposal – at the level of budget headings. This initial and indicative budget is the only budget to be included into Annex A3 at the contracting stage. It is, however, reminded that the overall amount proposed cannot be increased at a later stage after the submission of the proposal.
  - All unit costs and flat rates to be applied, will be agreed upon based on Annex A7 and Annex B and are specified for the relevant cost items and will apply in the full period of implementation.
  - The detailed budget corresponding to the initial rolling work plan will be added when approved by the first Steering Committee (SC) and later approved by the Contracting Authority. At each subsequent SC, a new updated budget corresponding to the updated rolling work plan is approved by the SC and later approved by the Contracting Authority and added under Annex A3 to the contract<sup>6</sup>. In case of no reaction from the Contracting Authority the budget is deemed approved after 15 days.
- Annex A8 - The Mandate signed by the junior Member State(s) empowering the Member State PL for the purpose of the implementation of the Twinning project (in case of a Member State consortium).

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<sup>5</sup> Idem as above.

<sup>6</sup> Idem as above.

- Annex A9 - Contains at this stage: the CVs, for standard Twinning only of the MS RTA, PL and Component Leaders and their counterparts and the RTA declaration of availability (see section 2.2) and CVs should include the same information as in the "Europass" template<sup>7</sup>, in the language of the contract and preferably not exceeding three pages each.

For Twinning Light kindly refer to section 8.

Close cooperation between the Contracting Authority and the selected Member State is required in order to speedily prepare the contract. The Member State needs, in particular: to submit the accountancy statement on the compensation of costs related to the RTA, inform whether the RTA will bring his/her family, inform about the travel itineraries of the PL, RTA and Short Term experts, indicate the plans for participation of the PL(s) – in this case, exercising their duty as Short Term experts – for the initial and subsequent work plan preparations and for the Communication and Visibility activities. All unit costs and flat rates to be included into the contract must be agreed between the contracting parties.

If the Member State will use a different public administration or a mandated body (section 4.1.4.2) to undertake logistic and financial management including payment functions, this body must be reflected in the contract (in the Special Conditions).

In case of direct management or indirect management with ex-post control, the contracting authority submits the draft contract to the Member State PL for signature.

In case of indirect management with ex-ante control, the Contracting Authority submits the draft contract to the EUD for endorsement, before sending it to the Member State PL for signature should this be part of the agreement regarding ex-ante controls established between the EU and the Partner country.

## 3.2 Signature of the Twinning Grant Contract

There shall be at least three originals in case of direct management (one for the Contracting Authority, i.e. the EUD, one for the Member State and one for the Beneficiary administration) and four in case of indirect management (one for the Contracting Authority, , one for the Member State, one for the Beneficiary administration and one for the EUD).

The person authorised by the Member State signs the contract and initials all pages thereof and ensures that the Member State PL initials Annex A1 and Annex A3.

Where Member States have formed a consortium to implement a Twinning project (see section 2.3), the contract is signed by the lead Member State.

The Member State PL sends the signed originals of the contract to the Contracting Authority for final signature. The person authorised by the Contracting Authority signs the contract, initials all pages thereof and ensures that the Beneficiary PL initials Annex A1 and Annex A3. **A copy of the signed contract shall be transmitted by the Contracting Authority to the Member State and Partner Country NCP concerned, and to the Twinning Coordination Team. To this latter in electronic format only (scan copy).**

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<sup>7</sup> <https://europass.cedefop.europa.eu/>

By initialling Annexes A1 and A3, the Member State and Beneficiary PLs confirm the commitment of their respective administrations.

### 3.3 Notification and start of implementation of the Twinning Grant Contract

After signature of the contract the Contracting Authority shall formally notify the conclusion of the signature procedure to all concerned parties, Member State NCP, Partner Country NCP and the Twinning Coordination Team (and the EUD if not the Contracting Authority), confirming the start date of the implementation of the project.

No costs incurred **before** the notification of the signature of the contract are eligible to be covered by the budget of the Twinning project, except for the inbound flight of the RTA and costs for participation in the training in the Commission headquarters in Brussels for the RTA and Beneficiary PL or the RTA counterpart (so-called HQ training). In such cases a prior approval must be granted by the EUD (when the EUD is not the Contracting Authority) in line with DG NEAR policy regarding prior approvals.

The Contracting Authority (or the EUD if it is not Contracting Authority but under agreements with the Beneficiary country has upheld payment responsibilities) shall pay the first pre-financing<sup>8</sup> to the Member State according to the provisions of the contract upon the notification of the contract signature.

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<sup>8</sup> Please, see article 15 of the Annex A2 - General Conditions.

## **Section 4: Main actors**

### **4.1 The Member State(s)**

#### **4.1.1 General remarks**

The main contribution expected from the Member State implementing a Twinning project is the human resources devoted to the project, including that of the PL, the RTA, the short-term experts as well as other personnel involved in managing the project. The Twinning work plan (see section 5) shall therefore state how much time will be devoted to each activity under each budget heading of the project. The time allocation is to be reflected in the budgetary provisions.

The human resources made available by a Member State for the implementation of a Twinning project shall be officials or assimilated agents. The RTA and all short-term experts mobilised by the Member State must remain in paid employment in their national public administration or mandated body throughout the period of assignment. The Member State should pay attention to the employment/contract status of the RTA being unchanged for the full implementation period of the project, since the RTA is a crucial part of any Twinning project.

If an administration or mandated body from any MS only provides one or several expert for participation in the Twinning project, without taking responsibility for his/her activities, that institution or body is not a partner and is not required to sign a consortium agreement. In this case, the expert provided contributes to the Twinning project under the authority and the responsibility of the MS Project Leader. It is the Project Leader's responsibility to ensure the availability of the expert and to define the details of his/her involvement.<sup>9</sup>

#### **4.1.2 Member State National Contact Points**

Each Member State shall appoint a National Contact Point for Twinning (Member State NCP), who acts as a single counterpart with regard to all general issues related to the Twinning activities. The Member State NCP has an important role in the promotion, development and co-ordination of Twinning activities. Inter alia, the Member State NCP is expected to:

- channel Twinning Fiches and information to the relevant Member State administrative bodies and advise on the preparation of proposals for Twinning projects and the subsequent contracts;
- support Member State administrations or mandated bodies in removing possible administrative obstacles to the smooth implementation of projects;
- assist in case of difficulties in the negotiation of consortium agreements between MS;
- review and submit Twinning project proposals prepared by the Member State alone or as the lead partner of a consortium;

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<sup>9</sup> In such cases it is recommended that the concerned NCPs are informed.

- attend meetings organised by the Commission for Beneficiary and Member State NCPs;
- review content of the self-declaration regarding the eligibility of mandated bodies: based on the model in Annex C17 (that can be amended to fulfil the requirements in the individual MS), exercise its duties (depending on the institutional arrangements set up in the individual Member States) for certifying the eligibility of the mandated body which includes analysing the accuracy and veracity of information provided in the self-declaration and subsequently forward the request for registration of the mandated body to the Twinning Coordination Team (see also 4.1.4.2).

Each Member State shall communicate to the Twinning Coordination Team the name and contact details of the Member State NCP and timely signal any replacement in the function. The Twinning Coordination Team publishes the list of Member State NCP on the Twinning website.

#### **4.1.3 The Member State Project Leader (MS PL)**

The Member State Project Leader (MS PL) is expected to be an official or assimilated agent with a sufficient rank to ensure an operational dialogue at political level. This should guarantee the capacity to lead the implementation of the project and the ability to mobilise the necessary expertise in support of its efficient implementation. A balance should be struck between seniority and the time that can be dedicated to the project.

The Member State PL cannot come from an ad hoc mandated body (see section 4.1.4).

While continuing to perform the daily duties in the Member State administration, a Member State PL must devote time to conceiving, supervising and co-ordinating the Twinning project.

Involvement of the Member State PL(s) is expected during the preparation of the Member State proposal and attendance of the PL to the selection meeting is obligatory. Full availability and timely submission of required information (as per section 3.1.2) of the Member State PL(s) is expected during the contract preparation. Involvement and/or participation of the Member State PL(s) acting in a role as Short term expert(s) could be expected for the preparation of the initial and subsequent work plans. The participation in quarterly meetings of the Project Steering Committee is obligatory. Participation in some communication and visibility activities (see section 5.7) is expected.

The degree of involvement of the PL in particular regarding the development of the work plan and subsequent updates and the communication and visibility plan largely depends on the complexity of the project.

The Member State PL is supported by the RTA, who works on-site with the Beneficiary administration.

In case a Twinning project is implemented by a consortium of Member States (see section 2.3), the junior Member State(s) shall designate a Member State junior PL(s) who reports to the lead Member State PL and provides the necessary support and cooperation according to the provisions of the consortium agreement. The Member State junior PL ensures the input of his/her administration as appropriate to the project. Attendance to quarterly meetings of the Project Steering Committee of the junior PL is recommended. The Member State PL bears the overall responsibility for the correct and successful implementation of the project and for its sound financial management as reflected in Annex A8.



Unless otherwise specified, any reference made by this Twinning Manual to the Member State PL is meant to identify, in case of a consortium, the lead Member State PL and not the Member State junior PL.

#### **4.1.4 Member State administration, body or other semi-public entity**

In the framework of Twinning projects, a Member State administration, body or other semi-public entity are considered eligible for implementing Twinning projects. Twinning being based on cooperation between public administrations, any Member State or Beneficiary entity taking part in Twinning must, however, have a proven competence in the relevant field of administrative cooperation as defined in the Twinning Fiche.

This condition does not apply to general management bodies established in some Member States for implementation of projects/programmes at the service of public administrations see under 4.1.4.2.

Member State administration, body or other semi-public entity are not eligible for involvement in a Twinning project if they were involved in the preparation of the Twinning Fiche, either directly or through experts they would mobilise for the implementation of the project and where this entails a distortion of competition that cannot be remedied otherwise.

Bodies legally registered as International Organisations (IO) cannot under Twinning be considered part of the MS administration, or act in a role of a Mandated Body.

MS partners are not allowed to entrust to entities other than public or semi-public, key activities nor logistics or accounting of the Twinning project, which must in all cases remain the sole prerogative of the public sector actors of the MS partners. (See however "General Management bodies" under point 4.1.4.2)

Mandated bodies should never be used as umbrella organisations to include the participation of private sector experts in the implementation of Twinning projects. By submitting a request for registration as mandated body, the applicant declares to comply with this requirement.

##### ***4.1.4.1 Member State public administration***

A Member State public administration is automatically eligible as a Twinning partner. For the purpose of possible engagement in Twinning, the staff of the independent institutions established under the Constitution of a given Member State are considered part of the MS public administration.

##### ***4.1.4.2 Body or other semi-public entity***

A Member State might have outsourced or is in a process of outsourcing parts of their administrations. The know-how required for Twinning projects is therefore sometimes located outside the administration.

A Member State may therefore propose that semi-public bodies and other entities be mandated to implement Twinning projects according to the same conditions as if they were an integral part of the administration.

Bodies and semi-public entities, which under the laws of a Member State are not considered to be directly part of the public administration, can request to be accepted as a mandated body if they fulfil the following criteria:

- are entrusted with the delivery of public service(s) by law or government act, also laid down as a main purpose in their mandate/statute;
- are under permanent structural supervision of a public authority exercising a predominant role with regards to the management/decision making and the operation of the body/entity;
- are subject to the financial control by a public authority or by an entity appointed by a public authority;
- are subject to audit by a public authority or by an entity appointed by a public authority.

A body or other semi-public entities requesting to be registered by the Twinning Coordination Team as a mandated body for the purpose of participating in the implementation of a Twinning project must submit to its Member State NCP a self-declaration based on the template in Annex C17 (if needed amended to reflect the institutional responsibilities for verifying the accuracy and veracity of information provided).

Each Member State must define the institutional responsibilities for verifying the accuracy and veracity of the information provided and for certifying that the entity requesting mandated body status fulfils the necessary requirements. In one Member State the responsibility could be with the Member State NCP and in another Member State the responsibility could be with the body asking registration.

In all cases the Member State NCP forwards the request for registration to the Twinning Coordination Team. In all circumstances the request for registration as mandated body submitted by the Member State NCP is without prejudice to the right of the Twinning Coordination Team to randomly assess the applications before registration.

A mandated body must in all cases keep the Member State NCP informed about any changes determining the mandated body status and the continued fulfilment of the criteria. In case a mandated body no longer complies with the criteria, it shall inform the Member State NCP who subsequently informs the Twinning Coordination Team which removes it from the list of mandated bodies as per section 4.1.4.3.

In this case the concerned mandated body must terminate its involvement in Twinning activities immediately and may be requested to return unduly received funds. The same applies should later evaluations and/or audits reveal that a mandated body did not fulfil the eligibility criteria during the implementation period.

In line with the scope of contribution, two different kinds of mandates can be registered:

- Full mandate;
- Ad hoc mandate.

#### Full mandate

An entity which meets all the above criteria may ask its NCP to send a request for registration to the Twinning Coordination Team. A full mandated body may participate in all Twinning projects after having been included in the list of full mandated bodies on DG NEAR webpage.

It is understood that, in addition to meeting the above criteria, the entity will have to have **sufficient and proportionate level of permanent staff**, meaning that the permanent staff has

to be commensurate with the requirements of the project so as to avoid the need to subcontract or temporarily hire expert staff for carrying out the assignments.

#### Ad hoc mandate

A body or other semi-public entity which satisfies the formal criteria, but can only make a limited, specialised contribution to a Twinning project can be given an ‘ad hoc’ mandate. When requesting registration with ad hoc status, the Member State NCP specifies the Twinning project to which the mandate refers. These bodies are not included in the public list on the Twinning webpage<sup>10</sup>.

Public universities and research institutes fulfilling the criteria and whose specialised expertise meets the needs identified in the Twinning Fiche are examples of entities that could become ad hoc mandated bodies.

Minimum staff required to comply with ad hoc mandated body status depends on each Twinning project.

#### General management bodies

General management bodies established in some Member States to undertake logistics, financial management and/or payment functions at the service of public administrations, can be assigned a full mandated body status as long as they fulfil the criteria above.

If the Member State will use a mandated body to undertake logistic and financial management including payment functions, this body must be reflected in the contract (in the Special Conditions).

Should such an entity have undergone the six-pillar assessment, it does not need to submit a registration as mandated body, but is considered eligible as full mandated body.

#### **4.1.4.3 Registration of mandated bodies**

The Twinning Coordination Team **registers** the applications in an open-ended list of entities mandated to act on behalf of public administrations based on the documentation provided in Annex C17.

The mandated body status can be registered at any point during the implementation of the project but before the staff of the mandated body are mobilised in the framework of the project.

#### **4.1.5 Temporary recruits and retirees**

Member State administrations or mandated bodies may exceptionally recruit staff with temporary contracts. The hierarchical superior to whom they report as well as the entity responsible for their backup must be identified to clarify their relation with the administration or mandated body. The Member State administration or mandated body concerned are fully responsible for the eligibility and quality of the services provided by these experts and guarantees the absence of any possible conflict of interest.

Considering the importance of any expert mobilised in the framework of Twinning to be fully familiar with working styles, methods and approaches of the Member State administrations or

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<sup>10</sup> [https://ec.europa.eu/neighbourhood-enlargement/tenders/twinning\\_en](https://ec.europa.eu/neighbourhood-enlargement/tenders/twinning_en)

mandated bodies implementing the project, a temporary staff must be contractually linked to these bodies for at least six months before their involvement in the relevant Twinning project's activity. Only the staff of the mandated bodies – and not of its affiliates – are considered eligible.

Former Member State officials or assimilated agents retired less than three years before the date of circulation of the Twinning Fiche may be reactivated as temporary staff for the purpose of contributing to a Twinning project. Such reactivation must be formalised by a contract.

The reactivating Member State administrations or mandated bodies and the expert concerned remain solely responsible for the respect of the national legislation concerning possible professional activities of a retired official or assimilated agent.

Member State PLs cannot be temporary or reactivated staff.

#### **4.1.6 The Resident Twinning Adviser (RTA)**

##### ***4.1.6.1 General remarks***

The RTA may work in any field where services are deemed necessary according to the Twinning Grant Contract, provided there is no conflict of interest with his/her institution of origin (public administration, body or other semi-public entity).

The RTA can come from a Member State administration or mandated bodies (full or ad hoc).

The RTA being a representative of a Member State cannot commit the Beneficiary administration and/or the EU.

The RTA can have contacts with its own Embassy and receive assistance from it as any national in a foreign country. However, when carrying out his/her duties, the RTA should act solely in the interest of the Beneficiary administration and those of the EU.

The RTA who is called upon to react on a matter of personal interest and which would have an impact on his/her independence must immediately inform the Member State PL. The PL decides on the line to take in agreement with the Contracting Authority and the EUD (when the EUD is not the Contracting Authority).

The RTA shall exercise the greatest discretion with regard to information obtained in the course of or in connection with the performance of his/her duties.

The RTA shall abstain from any action and, in particular, any public expression of opinion which reflects his/her personal position.

The RTA shall not, in any form whatsoever, disclose to any person any document or information not already made public if not specifically authorised by the Contracting Authority and the EUD (when the EUD is not the Contracting Authority). The RTA continues to be bound by this obligation after his/her period of secondment has terminated.

The RTA shall not, whether alone or together with others, publish or give cause to publication any matter relating to his/her work with the Beneficiary administration or the EU without obtaining permission from the Commission (HQ or EUD) and the Beneficiary administration under the conditions and rules in force at the place of their assignment.

Any output resulting from the RTA performing his/her duties become the property of the Beneficiary. The Beneficiary grants the Commission the right to use freely the results of such

work, provided it does not influence the interests of the Beneficiary or if it is for commercial purposes.

The RTA shall reside in the place of assignment or at no great distance therefrom, as is compatible with the proper performance of his/her duties.

The RTA can exceptionally be a temporary recruited staff under a contract with his/her home administration on condition that such contract fully integrates the RTA into the administration/mandated body of the MS. Therefore, such a RTA must be contractually linked to the Member State institution at least six months before his/her assignment, referring to the start of the implementation period.

#### ***4.1.6.2 The origin of the RTA***

Member State officials or assimilated agents are civil servants and other contractual staff of a Member State administration or a registered mandated body who are mobilised as an RTA to implement a Twinning project as per 4.1.4. The RTA has to come from a Member State administration which is part of the consortia, either as Lead or as Junior partner. A Member State participating in the Twinning project as Lead or as a Junior partner can propose as a RTA a person who retired from a public institution or a mandated body no more than three years before the date of circulation of the Twinning Fiche.

#### ***4.1.6.3 Overall duties***

The RTA is the backbone of a Twinning project throughout its entire duration and he/she is in charge of the day-to-day implementation.

In maximum six weeks following arrival in the Beneficiary country, the RTA shall draft the initial work plan in close cooperation with all relevant actors and on the basis of the results expected from the project. Following the signature of the initial work plan by the two PLs, the RTA concentrates on ensuring the timely and correct implementation of the activities as outlined in the initial and subsequent work plans.

The RTA is expected to provide advice to and technically assist the representatives of the Beneficiary administration. The RTA keeps the Beneficiary PL informed about the implementation and reports regularly to the Member State PL. When appropriate, the RTA should also actively contribute to the work of any sector monitoring process set up in the Beneficiary country.

During the project implementation, the RTA regularly updates the work plan to be transmitted to the Project Steering Committee under the authority of the Member State PL.

#### ***4.1.6.4 Qualifications***

A proposed RTA for a Twinning project must have either a university degree or at least eight years of working experience from the relevant sector related to the implementation of the *Union acquis* and/or policy objectives and mandatory results/outputs agreed by the EU and the Beneficiary administration(s) defined in the Twinning Fiche. An RTA with a university degree must have at least three years specific working experience.

The RTA should in addition to good knowledge of the Twinning project's field, have experience from the institutional set-up and implementation in the relevant sector. Comparative knowledge from other Member States' systems, as well as good management, communication and language skills are important assets. Specialist knowledge can be provided by Member State PL(s) and/or short-term experts.

The profile of the RTA shall be evaluated together with that of the rest of the team (the Member State PL and Component Leaders in particular) and the lack of experience of a RTA may possibly be compensated by the quality of the Project and Component Leaders in the team.

#### ***4.1.6.5 Status and working conditions***

The RTA remains in paid employment in the position of origin throughout the period of secondment. All costs should be reimbursed by the budget of the Twinning project. To be able to concentrate on the essence of the project, the RTA normally receives from the Member State the necessary support for logistics, accounting and administrative tasks.

The institution dispatching the RTA shall be compensated on the basis of the analytical accounting statement as per Annex B and as reflected in Annex A7 to the Twinning Grant Contract.

In their analytical accounting statements, Member States shall pay particular attention to specifying all elements to be taken into consideration as per Annex B.

The RTA and the immediate family members accompanying on a permanent basis the RTA may be granted no less favourable benefits and privileges than those usually granted by the Beneficiary to other expatriates employed under any other bilateral or multilateral agreements or arrangements for technical and/or financial cooperation programmes.

The RTA is invited to request a "mission letter" from the EUD in the host country prior to departure to facilitate taking up duty procedures. He/she is also advised to apply for a residence and work permit at the Embassy of the host country in his/her country of origin before departure to the Beneficiary country.

The working hours in force at the Beneficiary administration define the working hours of the RTA who must serve on a full-time basis. Management and control of leave and working time are the responsibility of the Member State PL, based on input from the Beneficiary PL or RTA counterpart.

The Beneficiary administration shall be informed in advance about any leave of absence of the RTA (previously agreed by the Member State PL) and as soon as possible about a sick leave and its expected duration.

Subject to authorisation from the Beneficiary and the Member State PL, the RTA may exceptionally act as short-term expert in another Twinning project or in TAIEX activities for a maximum of 10 working days per year. In such case the travel and per diem will be paid by the other project, no additional remuneration will be paid. The flat rate per diem fixed in the Twinning contract will be maintained even for the days of assignment to the other project.

The RTA shall observe the national tax legislation of his/her home country with regard to income earned during the period of secondment in the place of assignment.

Possible exemptions from customs duties, import duties, taxes and other fiscal charges for the RTA are governed by the relevant agreement/s for the implementation of Union financial assistance signed between the Commission and the Beneficiary and/or the status granted to the RTA by the Member State assigning the RTA.

#### ***4.1.6.6 Commission headquarters training***

The RTA receives preparatory training at the Commission Headquarters, prior to, or shortly after secondment to the Beneficiary country, including on the technical provisions of the Twinning Manual, the EU policy and cooperation framework and/or on the latest EU legislation in the relevant policy area/sector.

The Beneficiary PL or the RTA counterpart can attend the training together with the RTA of the same project. Attendance of the Beneficiary PL cannot be deputised to a third person, except to the RTA counterpart. The training is in principle delivered in English and French only (simultaneous interpretation may be provided). Persons who do not master either of these languages should refrain from attending.

The Commission Headquarters training may take place as a hybrid event or as a fully virtual training. In that case, the funds initially foreseen for the participation in the Commission HQ training may be re-allocated to other project activities.

Participation of the Beneficiary PL or of the RTA counterpart must be agreed with the Member State PL.

Member State PLs may also attend the training if interested, but the corresponding costs are not eligible for reimbursement by the Twinning budget.

#### ***4.1.6.7 Duration and number of secondments***

The RTA is seconded for the entire implementation period of the Twinning project, according to the declaration of availability submitted together with the Member State proposal.

Member State should, when proposing the RTA(s), ensure that his/her contractual status towards the Member State administration remains unchanged for the full planned duration of the project. Although the secondment formally ends with the expiry of the implementation period, the RTA shall collaborate in the drafting of the final report and in all other tasks related to the wrapping-up of the project. Furthermore, between 6 and 12 months after the conclusion of the Twinning project, the RTA may be requested to participate in a Twinning review mission (see section 5.11.2).

No more than two Twinning assignments can be successive, without a break between them. A break between Twinning projects must have an uninterrupted duration of at least twelve months, calculated from the day following the end of the latest assignment until the deadline for the submission of proposals for the next Twinning project.

#### ***4.1.6.8 Replacement of the RTA***

No Twinning project can run without a RTA during any period of its implementation. If justified and exceptional circumstances not linked to performing other active duties require a temporary replacement of the RTA in the course of the project implementation, the Member State might for a maximum period of two months second the Member State PL for such temporary replacement. In case of consortia, a Member State junior PL might be assigned provided the Beneficiary PL agrees to this. The Member State PL must inform without delay the Contracting Authority, the Beneficiary PL and the EUD (when the EUD is not the Contracting Authority) of the need for temporary replacement. If justified and exceptional circumstances require the replacement of the RTA, the Member State PL must inform without delay the Contracting Authority, the Beneficiary PL and all stakeholders about the probable hand-over date and the reasons for the replacement, submitting at the same time the CV of one or more potential candidates proposed as replacement.

Considering that the selection of a Member State proposal is based also on the profile and experience of the proposed RTA, the profile and experience of any suggested replacement must be at least equivalent to those of the leaving RTA as specified in the Twinning fiche.

If requested by the Contracting Authority and/or the Beneficiary administration, the proposed RTA shall be interviewed via video conference. All costs related to the replacement of the RTA shall be borne by the MS.

In case the replacement suggested by the Member State does not satisfy the necessary requirements and the leaving RTA cannot delay the end of his/her secondment, the implementation of the project can be suspended (see section 5.10). This shall be notified by letter or electronically in writing to the CA, the EUD (if not the contracting authority) and Twinning Coordination Team. The suspension period starts from the date specified in the notification or the date of the electronic message if not indicated expressly.

When the departure of a RTA is caused by medically certified reasons or exceptional circumstances and the replacement procedure described above cannot be followed, the Member State PL, the Beneficiary PL, the Contracting Authority and the EUD (when the EUD is not the Contracting Authority) jointly decide whether the implementation of the project should be suspended or can continue until a new RTA is seconded.

#### ***4.1.6.9 Termination of the RTA assignment***

The Contracting Authority and the Member State may, by consensus and following the consultation of the Beneficiary PL and the EUD (when it is not Contracting Authority), terminate the secondment at any time.

In case the secondment of the RTA is terminated, the Member State PL shall submit the CV of one or more candidates for the replacement (see section 4.1.6.8).

#### ***4.1.6.10 Assistant(s) of the RTA***

The RTA shall be supported by a full time project assistant performing general project duties and providing translation and interpretation services as necessary. When the nature of the project suggests that the volume of translation and/or interpretation requested would be considerable, a language assistant can be hired in addition.

Until the RTA can select and hire an assistant, the Beneficiary administration makes a member of its staff available to support the RTA in his/her daily tasks.

Before selecting a RTA assistant with the support of the Contracting Authority and of the EUD (when the EUD is not the Contracting Authority) a minimum of three candidates must be considered. It is strongly recommended to interview the short-listed candidates. They shall not have been in any contractual relation with the Beneficiary Country public sector during at least the 6 months preceding their hiring. The RTA and the Member State PL have the decisive say in the choice of the assistant(s).

In case a RTA assistant has to be replaced, a new hiring procedure shall be launched. However, if on the occasion of the original selection other potentially adequate candidates had been identified and an order of merit formally established (and attached to the quarterly interim report), the list can be used to hire a new RTA assistant.

The Beneficiary may also consider seconding an official of its civil service to act as RTA assistant. However, no financial compensation can be provided by the Twinning budget in this case and the Beneficiary shall bear all the costs related to the remuneration of the RTA



assistant. During the secondment, the RTA assistant(s) is/are at the exclusive disposal of the RTA, to whom he/she/they report(s).

#### **4.1.7 Short-term experts**

Member State institutions are chosen as Twinning partners by the Beneficiary for their specific knowledge and administrative systems. Consequently short term experts made available for the implementation of a Twinning project shall therefore be fully integrated within the Member State institutions involved in the delivery of the required expertise. Thus, short-term experts are officials or assimilated agents of a Member State public administration, or mandated body. They deliver their expertise under the overall responsibility of the Member State PL and the coordination and supervision of the RTA.

Short-term experts deliver the bulk of support to the Beneficiary administration through specific activities in the Beneficiary country, including workshops, seminars, training sessions, meetings with officials of the Beneficiary administration, joint drafting sessions, etc. Before and after their missions to the Beneficiary country they are expected to dedicate the necessary time to preparation and reporting work. Twinning projects that support Beneficiaries with development of legislation, especially alignment of legislation with the *Union acquis* must ensure, whenever necessary, sufficient short-term expertise on impact assessments and/or the conduct of stakeholder consultations to ensure an inclusive and evidence-based policy-making process.

Should unforeseen expertise become necessary for the achievement of the mandatory results during implementation, officials or assimilated agents of another administration not contractually associated with the project may be involved in agreement with the Beneficiary administration. The Member State PL makes sure that the skills and availability of these additional experts match the requirements of the project and defines the conditions and details of their involvement. The total accumulated input of such additional expertise can only be budgeted under budget heading III "Mandatory results" and it shall not exceed 15% of the total of the concerned budget heading defined in the initial work plan.

If, exceptionally, a specific expertise necessary for the implementation of the project is not available within a public administration or a mandated body, recourse to a private sector expert can be considered. In the framework of a Twinning project, the contribution of a private short-term expert is regulated as a private sector input (see Annex A7 section 3).

Since a Twinning project is described via components corresponding to mandatory results/outputs, it is important that all activities pertaining to one component be implemented in a coherent way. To ensure such coherence, the Member State shall designate for each component a short-term expert who, besides contributing directly to individual activities, acts as Component Leader and coordinate, in close cooperation with the RTA, the intervention of all other Member State experts mobilised for the same component.

In operationally justified cases, and in agreement with the Contracting Authority, there may be activities implemented by short-term experts from the Member State via videoconferencing tools.

## 4.2 The Beneficiary

### 4.2.1 Overall responsibility

The Beneficiary administration is required to make the Twinning project a success and ensure ownership and sustainability of results during all its phases. It is important that all actors on the Beneficiary side fully cooperate with the Member State experts during its implementation. Stable and adequate resources, in particular human, must be guaranteed at political and institutional level.

### 4.2.2 The Partner Country National Contact Point

Each Partner Country shall appoint a National Contact Point for Twinning, who acts as an interlocutor with regard to all general issues related to the Twinning activities. The Partner Country NCP plays an important role in the promotion, development and co-ordination of Twinning activities. Inter alia, the Partner Country NCP is expected to:

- act as a central point of communication between the Commission and the Beneficiary country on Twinning related issues, as well as a central contact point for other partner countries and Member State NCPs;
- channel information to the relevant Beneficiary institutions and advise them on the process and development of Twinning projects and the subsequent contracts;
- follow the implementation of Twinning activities in the Beneficiary country and help remove any horizontal administrative obstacles;
- train and guide Beneficiary administrations involved in Twinning in procedural, financial and technical aspects of the Twinning Manual;
- attend meetings organised by the Commission for Partner Country NCPs and Member State NCPs.

Once appointed, each Beneficiary communicates to the Twinning Coordination Team the name and contact details of the Beneficiary NCP, signalling any replacement in the function. The Twinning Coordination Team publishes the list of Partner Country NCPs on the Twinning website.

### 4.2.3 The Beneficiary Project Leader (BPL)

The Beneficiary PL is appointed by the Beneficiary administration and expected to operate at the appropriate political level to administer the project, and entrusted with the power and responsibility to guarantee ideal conditions for the implementation of the activities and full ownership of the results achieved. The BPL acts as the main interlocutor of the Member State PL. The Beneficiary and Member State PLs work in close cooperation and ensure the overall steering and coordination of the project. The Beneficiary PL must devote part of his/her working time to supervise the project.

The Beneficiary PL is also named in the Twinning Grant Contract and initials Annex A1 and Annex A3 as the responsible official in charge of the implementation of the project within the Beneficiary administration. A change in Beneficiary PL must be notified in writing according to procedures outlined under section 5.9.

#### **4.2.4 The RTA counterpart**

To facilitate communication and exchange of information between the implementing partners, for each Twinning project the Beneficiary should designate a member of its staff as the counterpart of the RTA. The RTA counterpart should be fluent in the language used under the Twinning project and support the RTA whenever necessary for all contacts with the Beneficiary administration. He/she should therefore be familiar with the structure and competences of the Beneficiary administration and be able to act as a facilitator in view of the organisation and implementation of activities.

The RTA counterpart shall also support the Beneficiary PL for the daily coordination of activities.

#### **4.2.5 The Contracting Authority in Partner Country**

For the purpose of the implementation of Twinning projects, the Contracting Authority in the Partner Country is a service within the administration of the NEAR partner country, which has been entrusted with a number of budget implementation tasks by the EU. The tasks normally attributed to the Contracting Authority can, in certain circumstances, be performed by other institutions to which the Commission has delegated specific competences related to the implementation of Twinning projects.

The scope of its responsibilities depends on the level of delegation foreseen by the agreement established between the EU and Beneficiaries and the agreements established inside the Beneficiary country.

##### **4.2.5.1 Role of the Contracting Authority in direct management**

In case of direct management, where the Commission acts as Contracting Authority, the Contracting Authority – if already in place – can play an important role in supporting the whole project cycle. The Contracting Authority should be involved in the quality control of Twinning Fiches and contracts. It should also act as central point of communication between the Commission and the Beneficiary administration.

##### **4.2.5.2 Role of the Contracting Authority in indirect management with ex-ante or ex-post control**

The relevant agreement established between the EU and the Beneficiary defines the scope and level of ex-ante control.

The overall responsibility of the Contracting Authority implies that it must have the adequate authority to ensure the effective supervision (both for financial and operational aspects) over the Beneficiary administration, which hosts and implements the Twinning project. This involvement of the Contracting Authority should, however, not jeopardise the scope of commitment and ownership of the Beneficiary administration and of the Member State, since the Beneficiary administration negotiates the detailed work plan with its counterparts of the selected Member State and jointly implements it.

##### **4.2.5.2.1 Specific role of the Contracting Authority in indirect management with ex-ante control**

In the case of indirect management with ex-ante control, the Contracting Authority shall:

- assist/advise the Beneficiary administration in preparing Twinning Fiches;
- fill in Annex C9, provide proof that the outcomes of the Consultation were taken into consideration (section 2.1.2) and send it to the EUD for publication on the

Commission website (the EUD subsequently informs the Contracting Authority about the publication reference)

- circulate the Twinning Fiche to the Member State NCPs;
- receive Twinning proposals submitted by MS;
- notify the Member State NCPs of submitted proposals;
- inform the Beneficiary administration about the planned selection arrangements including where and when the Twinning proposals received can be studied;
- verify that proposals meet all foreseen requirements (administrative compliance and eligibility criteria);
- invite the EUD to the selection committee meetings as observer;
- organise and chair meetings of the selection committee;
- notify the result of the selection procedure and inform all Member State NCPs about the selected proposal, copying the EUD and the Twinning Coordination Team;
- ensure the timely and correct preparation of the Twinning Grant Contract and submit it to the EUD for ex-ante control;
- sign the Twinning Grant Contract and possible addenda as the Contracting Authority and ensure that the Beneficiary PL initials Annex A1 and Annex A3;
- assist/advise the Twinning partners on the drafting of the initial and subsequent work plan(s);
- execute payments (if foreseen) following endorsement (if applicable) by the EUD;
- attend the quarterly Project Steering Committee meetings;
- approve interim and final reports following endorsement by the EUD (if applicable under the agreements between the EUD and the partner country);
- monitor and evaluate the implementation of the Twinning project.

#### **4.2.5.2.2 Specific role of the Contracting Authority in indirect management with ex-post control**

In case of indirect management with ex-post control, the Contracting Authority shall:

- assist/advise the Beneficiary administration on the drafting of the Twinning Fiche;
- consult the EUD on the draft Twinning Fiche for Consultation (section 2.1.2);
- fill in Annex C9, provides proof that the outcomes of the Consultation (section 2.1.2) and send it to the EUD for publication on the Commission website (the EUD subsequently informs the CFCU/PAO about the publication reference);
- circulate the Twinning Fiche to the Member State NCPs;
- receive Twinning proposals submitted by MS;
- notify Member State NCPs of submitted proposals;
- inform the Beneficiary administration about the planned selection arrangements including where and when the Twinning proposals received can be studied;
- verify that proposals meet all foreseen requirements (administrative compliance and eligibility criteria);
- organise and chair meetings of the selection committee;
- notify the result of the selection procedure and inform all Member State NCPs about the selected proposal, copying the EUD and the Twinning Coordination Team;
- ensure the timely and correct preparation of the Twinning Grant Contract;
- sign the Twinning Grant Contract and possible addenda as the Contracting Authority and ensure that the Beneficiary PL initials Annex A1 and Annex A3;
- assist/advise the Twinning partners on the drafting of the initial and subsequent work plan(s);
- execute payments (if foreseen);
- attend the quarterly Project Steering Committee meetings;

- invite the EUD to Project Steering Committee meetings as observer (if applicable);
- approve interim and final reports;
- monitor and evaluate the implementation of the Twinning project.

#### **4.2.6 Other tasks to be provided by the Beneficiary**

Significant time is required to be dedicated by members of staff during the whole cycle of a Twinning project. Members of staff of the Beneficiary administration shall actively participate in all relevant activities, working together with the RTA and short-term experts, preparing for and attending meetings, training, study visits etc. The expected involvement of the Beneficiary shall be detailed in the description of activities in the work plan.

Moreover, the Beneficiary administration shall select, for each component of the Twinning project, a Component Leader counterpart, i.e. a member of its staff who will be the permanent interlocutor of the Member State Component Leader coordinating the activities focussed on the achievement of a specific mandatory result/output. The names and functions of Component Leader counterparts shall be communicated to the Contracting Authority at the latest by the date of the meeting of the selection committee.

Beneficiary shall also make available the necessary infrastructure for Member States to carry out their tasks. In particular, office space adequately equipped shall be available to the RTA and RTA assistant(s) as from the day of arrival. The Beneficiary is expected to make available, free of charge, meeting rooms and space for training for the implementation of project activities and conference facilities. The use of different premises that would need to be rented must be fully and duly justified.

The Beneficiary administration shall also make available a member of its staff to provisionally support the RTA until the procedure for the selection and hiring of the RTA assistant(s) is concluded (see section 4.1.6.10).

## **4.3 The European Commission**

### **4.3.1 General remarks**

Following the selection procedure (see section 2.4), the selected Member State (or the lead Member State in case of a consortium) is awarded a grant of a maximum value as specified in the Twinning Fiche, to compensate for expenditures incurred for the implementation of the project. The Commission sets the legal, financial, and procedural framework for Twinning projects. It acts as a facilitator and guardian of fair, transparent and consistent application of the Twinning rules. This includes ensuring a central coordination of Twinning, liaising with the network of Member State and Beneficiary NCPs.

### **4.3.2 The Twinning Coordination Team**

The central coordination of Twinning activities is ensured by the Twinning Coordination Team of DG NEAR, whose role encompasses:

- general co-ordination, including establishing and updating Twinning rules and procedures through the Twinning Manual;
- advising in programming/planning;
- monitoring and registration of the self-certification of mandated bodies;

- providing Member State NCPs with statistical data on Twinning projects, including indications regarding upcoming circulations of Twinning Fiches;
- provides input to the Consultation of Twinning fiches (section 2.1.2);
- informing Member State NCPs twice a year about pipelines and proposals sent and results of selection in relation to each Twinning Fiche circulated;
- providing training to the RTAs, RTA counterparts and PLs;
- providing training to Twinning coordinators in EUDs and Beneficiary entities;
- providing advice on Twinning rules and procedures as set in the Twinning Manual to contracting authorities, Member State NCPs, Partner Countries NCPs and other stakeholders;
- organising NCPs meetings;
- promoting and disseminating information on and visibility of Twinning, also within the EU institutions.

### 4.3.3 Overall role of the Commission

#### *4.3.3.1 Role of the Commission (EUD) in direct management*

In the case of direct management, the EUD shall:

- assist/advise the Beneficiary administrations on the drafting of Twinning Fiches;  
Organise the consultation with relevant country unit, thematic unit, line DG and Twinning coordination team (section 2.1.2).
- fill in Annex C9 (or C9bis), attach the outcomes of the Consultation on the draft Fiche (section 2.1.2). Only Annex C9 (or C9bis) is sent for publication on the Commission website.
- circulate the Twinning Fiche to the Member State NCPs upon reception of the publication reference;
- receive Twinning proposals submitted by Member States;
- notify Member State NCPs of submitted proposals;
- inform the Beneficiary administration about the planned selection arrangements including where and when the Twinning proposals received can be studied;
- verify that proposals meet all foreseen requirements (administrative compliance and eligibility criteria);
- organise and chair preparatory meetings of the selection committee;
- notify the result of the selection procedure and informs all Member State NCPs about the selected proposal, and the Twinning Coordination Team
- ensure the timely and correct preparation of the Twinning Grant Contract;
- sign the Twinning Grant Contract and possible addenda as the Contracting Authority and ensure that the Beneficiary PL initials Annex A1 and Annex A3;
- assist/advise Twinning partners on the drafting of the initial and subsequent work plan(s);
- inform Twinning partners at the start of the project on horizontal public administration reform projects that have an impact on the Twinning project;
- execute payments;
- attend the quarterly Project Steering Committee meetings;
- approve interim and final reports;
- monitor and evaluate the implementation of Twinning projects;
- initiate the request to launch Twinning review missions.

#### ***4.3.3.2 Role of the Commission (EUD) in indirect management with ex-ante control***

In the case of indirect management with ex-ante control the EUD exercises its role as defined in the agreement with the Beneficiary country. The EUD should particularly focus its attention on the content of the Twinning Fiche, on the evaluation and selection of proposals, on the draft contract (and possible addenda), on the detailed work plan, on the financial management and on the approval of reports. Depending on the agreement signed with the Beneficiary, the EUD shall exercise its functions, which **might** entail:

- circulation of the final draft of the Twinning Fiche to the Functional Mailbox of the Twinning coordination team in Brussels;
- endorsement of Twinning fiches;
- completion of Annex C9 (or C9bis), attach the outcomes of the Consultation on the draft Fiche (section 2.1.2). Only Annex C9 (or C9bis) is sent for publication on the Commission website.
- observation of selection meetings;
- assistance/advice to the Twinning partners on drafting the Twinning Grant Contract;
- endorsement of the Twinning Grant Contract (Special Conditions) and possible addenda;
- if requested, assistance/advice to the Twinning partners on the drafting of the initial and subsequent work plan(s);
- endorsement of payments requests (if applicable in the given Beneficiary country);
- observation of the quarterly Project Steering Committee meetings;
- endorsement of interim and final reports (if applicable under EU agreements with the Beneficiary);
- monitoring and evaluation of the implementation of Twinning projects;
- initiate the request to launch Twinning review missions.

#### ***4.3.3.3 Role of the Commission (EUD) in indirect management with ex-post control***

In the case of indirect management with ex-post control the Commission focuses its attention mainly on monitoring the developments towards achieving and sustaining the mandatory results/outputs, but could still provide support to facilitate the smooth implementation of Twinning projects, as needed

## **Section 5: Project design and management**

### **5.1 Basic information in the Twinning Grant Contract**

The Twinning Fiche reflects the actual situation at a given moment in time. Since the needs identified by the Beneficiary administration may change, it is important that the assistance provided through Twinning is deployed as soon as possible. All actors must therefore concentrate their efforts on the rapid conclusion of the preparatory steps which lead to the signature of the Twinning Grant Contract and the start of its implementation.

The Twinning Grant Contract is drafted on the basis of a set of templates and includes the elements defined under 3.1.2. The Contracting Authority should in particular note that it is only when preparing the initial work plan (and its subsequent updates) that details of activities need to be decided upon.

If the mandatory results/outputs, as detailed in the Twinning Fiche, should – exceptionally – require adaptation or fine-tuning, this shall be reflected in the description of the components presented in Annex A1 of the Twinning Grant Contract.

## 5.2 Detailing activities in the work plan

### 5.2.1 General provisions

For clarity: whenever a reference is made to the ‘initial work plan’ this should be understood as the first rolling work plan covering at least the first six months.

Regarding the procedure for the approval of the initial and rolling work plans and corresponding budgets, please refer to section 3.1.2. Upon arrival in the Partner country, the RTA liaises without delay with the Beneficiary administration in order to define the first activities to be implemented, taking into account the overall description (intervention logic) of the action provided by Annex A1 of the Twinning Grant Contract, and in particular the indicative deadlines (if any) by which objectives of the components should be achieved. The Beneficiary PL and the RTA counterpart shall make themselves available to provide support and cooperation to the RTA. It is the responsibility of the Beneficiary PL to ensure that the RTA has the adequate working conditions to perform his/her duties professionally and efficiently from the very start.

During the four to six weeks following the RTA arrival, he/she drafts a detailed work plan for the first six months of activities identified as the initial work plan.

Until the RTA can select and hire her/his assistant(s) (see section 4.1.6.10) the Beneficiary administration shall also make a member of its staff available to support the RTA in his/her daily tasks.

The six months initial work plan is the basis for the development of a rolling work plan, which includes additional details of further and/or on closed activities. As a living document, the work plan must regularly be updated to take stock of progress made, foreseen or unforeseen developments, availability of Member State and Beneficiary experts, etc. – always keeping the achievement of the mandatory results/outputs in mind. The initial and the subsequent updates of the work plan are formalised at each quarterly meeting of the Project Steering Committee (see section 5.2.4).

The work plan is composed of two parts, the description of activities under each component and under other budget headings. Activities must be identified with the same reference and title in both parts, so that costs can clearly and unambiguously be associated to each budget heading and activities under each component. The sequence of activities to be implemented should be listed so that together they constitute a methodology aimed at achieving the mandatory results/outputs.

The work plan needs to explicitly mention the Beneficiary entities concerned by the activities, the staff responsible for the mobilisation of human and logistical resources, the financial resources that might be necessary from the Beneficiary side and the timetable of actions to be executed in parallel or complementarily to the activities implemented by the Member State experts.

In order to increase long-term capacity of the Beneficiary administration the work plan should include activities that aim to improve the process of preparing formal documents, e.g. concept



documents for new legislation, impact assessments, internal and external stakeholder consultations, etc.

### **5.2.2 The initial work plan**

The initial work plan is the basis for the effective and timely implementation of the whole project. The RTA and the RTA counterpart shall dedicate to it all necessary time and effort, with the active support of the Member State and Beneficiary. If necessary, and to accelerate the preparation of the initial work plan, the Member State PL(s) and/or Component Leaders and one support staff can travel to the Beneficiary country to hold meetings with their counterparts (for such activities the Member State PL(s) is/are considered as short-term experts). The missions can be covered by the budget of the project even if it is not associated to an activity linked to the mandatory results/outputs provided it is agreed with the Contracting Authority and budgeted for in the Twinning Grant Contract. As part of the preparation of the contract the Member State must inform the Contracting Authority of its plans in this regard.

The six months perspective of the initial work plan represents a minimum. The Member State and the Beneficiary can extend the time frame whenever relevant information is already available and programming of activities at longer term can be realistically defined. This could be the case, for instance, for activities to be implemented in sequence over a longer period.

The initial work plan must define the indicators and benchmarks for measuring performance under each component of the project.

The initial work plan shall also include a communication and visibility plan (see section 5.7) to be agreed with the EUD and the Beneficiary.

As soon as the work plan is finalised, the RTA asks the Contracting Authority to convene the first meeting of the Project Steering Committee and presents the activities foreseen for the first six months. The initial work plan is then signed by the Beneficiary and Member State PLs. The initial work plan should ensure that the implementation of the activities can start at the latest three months after the date of taking up of duties by the RTA.

If justified and agreed, activities (expert missions, kick-off meeting, etc.) can take place before the initial work plan is signed. In such case a side letter must be processed. The activities covered by the side letter will be taken into account when agreeing the initial work plan at the first Steering Committee.

As for all activities included in the work plan, including the kick-off meeting, Beneficiary PL and the Member State PL shall ensure that all costs engaged or compensated are justified and eligible.

### **5.2.3 The rolling work plan**

While ensuring the implementation of activities in line with the initial work plan, the RTA shall progressively plan the sequence and timing of upcoming activities. This is to be done with a six months perspective in mind, offering to all actors a reasonable time frame for their expected engagements, but without losing sight of the sequence of the various components and the need to achieve the mandatory results/outputs in due time.

Towards the end of the quarter following the first meeting of the Project Steering Committee, the RTA shall prepare an updated work plan, the rolling work plan, including details of activities for three more months, share it with all the Members of the Steering Committee and convene a second meeting of the Project Steering Committee. The updated work plan must

analyse developments and achievements based on the indicators for measuring performance under each component of the project and if necessary re-define those indicators.

The Project Steering Committee examines and discusses the rolling work plan. The Member State PL and the Beneficiary PL, having taken into consideration comments and observations expressed by the Contracting Authority and when relevant by the EUD, sign the updated work plan which is attached to the quarterly report. The updated rolling work plan document shall reflect all changes which took place during the period before the steering committee.

The same procedure for updating of the rolling work plan is applied for the rest of the implementation of the project.

The rolling work plan cannot include changes not in accordance with the Twinning Grant Contract or other changes that can be considered substantial changes according to the criteria indicated in section 5.9 and for which an addendum is required.

The rolling work plan is valid for a minimum of six months but if the PLs are confident it may also cover a longer period or even the entire duration of the project.

#### **5.2.4 The Project Steering Committee**

The implementation of each Twinning project is overseen by a Project Steering Committee, whose members are the Contracting Authority, the EUD (if applicable), the Member State PL, the junior Member State PL(s) (in case of consortium) and the Beneficiary PL, as well as the RTA and the RTA counterpart. Member State Component Leaders and Beneficiary Component Leader counterparts should participate in the debates on topics related to their competences. If not present in the partner country for the implementation of project activities at the moment of the meeting, Member State Component Leaders could contribute via video- or tele-conferencing. Member State NCPs and the Beneficiary NCPs are free to attend any meeting of the Project Steering Committee at their own costs. In agreement with the chairpersons, Member State Component Leaders involved in the project if present in the country should be invited as observers to the Steering Committee without any costs being charged to the Twinning budget if considered appropriate.

Other relevant entities should be invited to the meetings, taking into consideration the broader reform picture in the partner country, aiming at ensuring coherence and coordination between the project and other actions, especially ongoing horizontal public administration reform efforts and sectorial activities that could have an impact on the project.

The Project Steering Committee convened by the RTA meets at quarterly intervals and is jointly chaired by the Member State PL and the Beneficiary PL. If a holiday period causes a postponement of a quarterly meeting by more than two weeks, the meeting should be organised before the holiday.

The main duties of the Project Steering Committee include verification of the progress and achievements vis-à-vis the results, ensuring good coordination among the actors, finalising the quarterly interim reports (see section 5.5.2) and discussing the updated work plan and any new CVs of experts implementing upcoming activities. The draft update of the work plan is prepared by the RTA, who circulates it to all members of the Project Steering Committee at least two weeks in advance of the meeting.

Given the important duties of the Project Steering Committee, members (and observers if applicable) must make sure to attend for the whole duration of the meetings. If a regular quarterly meeting cannot agree on an updated work plan, a new meeting is scheduled within the following 15 days. If again no agreement can be reached, the Contracting Authority and

the EUD (when the EUD is not the Contracting Authority) decide whether a third meeting would be useful to convene within the following 15 days to agree on the updated work plan, or whether the implementation of the project shall be terminated. In case a possible third meeting fails to agree on the work plan, the project is considered terminated and the rules of section 5.10 apply.

### **5.2.5 Components and activities**

Success in delivering the mandatory results depends on the coherence, continuity and progress of a number of activities. These activities are listed under each component. There is one component per mandatory result/output. For each component of the Twinning project a Member State Component Leader and Beneficiary Component Leader counterpart must be identified.

Normally, activities implemented in the framework of a Twinning project include expert missions, seminars, workshops, training courses and study visits. When appropriate, traineeships/internships for Beneficiary officials can be organised in Member State administrations.

Since Twinning projects are usually part of a larger reform effort, a number of parallel and/or complementary activities are undertaken by the Beneficiary, not covered by the budget of the Twinning project. In Twinning projects, which support policy and legislative development, especially *Union acquis* alignment, the parallel and/or complementary activities may also include an inclusive and evidence-based approach to policy and legislative development in line with Beneficiary legislation and procedures.

Private sector contributions may **exceptionally** be necessary when specific expertise cannot be provided by public administrations.

No compensation is granted to the Member State from the Twinning budget for the organisation of traineeships/internships or study visits. Such activities must be justified in order to achieve the mandatory results/outputs, limited in time and reserved for a small number of Beneficiary officials, carefully selected by the Beneficiary administrations in consultation with the RTA and approved by the EUD (if applicable).

As is the case for all activities, a decision to include traineeships/internships or study visits in the work plan must be specifically justified in view of the achievement of the mandatory results/outputs.

Travel costs and per diem related to the participation in study tours and/or traineeships/internships for the Partner country administration can be covered by the project budget.

## **5.3 Targets, time frames, duration, risks analysis**

### **5.3.1 Setting Project Targets**

Targets shall be established for the Twinning project as a whole and also within the components. The actual achievement of targets shall represent an important aspect of the regular monitoring (see section 5.6) and shall receive special focus in the narrative part of interim reports (see section 5.5.2).

The initial and rolling work plans shall clearly indicate all targets whose achievement is linked to the detailed activities and specify in which order and by when they shall be achieved. Targets shall be concrete and precise to allow for an uncontroversial evaluation of their achievement.

### **5.3.2 Time frames**

The time frame allocated for the completion of each component shall be defined when preparing the initial work plan and its subsequent updates. Some components can be completed in parallel; others will rely on the prior completion of other components and/or activities under projects implemented in parallel by other actors (other donors, other parts of the Beneficiary administration, etc.). The sequencing of the activities should be clear from the initial work plan and its subsequent updates.

### **5.3.3 Duration**

Each Twinning project has a so-called execution period and an implementation period.

The execution period corresponds to the full legal duration of the Twinning Grant Contract. It starts on the date the Contracting Authority notifies the conclusion of the signature procedure (see section 3.3) and ends three months after the end of the implementation period.

The implementation period corresponds to the time allocated to the realisation of the activities and the achievement of the mandatory results/outputs. It starts with the date of the taking up of duties by the RTA and continues for the number of months indicated in Article 2.2 of the Special Conditions. Following the end of the implementation period, the Twinning partners must prepare and submit the final report (see section 5.5.3), the request for final payment and the expenditure verification report (see section 5.5.4). These documents shall be submitted to the Contracting Authority before the end of the execution period of the Twinning project.

In all cases, the execution of a Twinning project must respect the deadlines set in the Financing Agreement under which it is funded.

### **5.3.4 Risks Analysis**

To pre-empt and possibly avoid problems during the implementation of a Twinning project, all partners – and in particular the RTA and the PLs – must be fully aware of assumptions, risks and constraints associated to the activities. The work plan shall therefore contain a risk analysis with explicit references to all aspects that may impact the optimal implementation of each activity, suggesting possible remedies and/or precautionary measures.

## **5.4 Responsibilities in managing the Twinning project**

### **5.4.1 Beneficiary and Member State administrations**

The administrations of the partner country and of the Member State are jointly committed to achieving the mandatory results/outputs. Each PL shall be responsible for the activities assigned to his/her administration in the Twinning work plan and must therefore have the authority over the human and material resources to be mobilised. The responsibilities of the Member State PL and of the Beneficiary PL, including for the management of finances and logistics required for the organisation and implementation of the activities described in the work plan, shall be defined for each activity. The RTA and the RTA counterpart support the PLs in the coordination and management of the Twinning project.

A key role in ensuring good cooperation is played by the Project Steering Committee (see section 5.2.4).

#### **5.4.2 Projects involving a consortium of Member States**

Forming a consortium of Member States can be beneficial for the implementation of the activities, albeit the management can become more complex. To accommodate for the additional complexity, the consortium agreement should be sufficiently detailed with regard to the distribution of tasks and the roles of the partners. It should also cover financial matters, especially arrangements for the transfer of funds between consortium members since all payments are made to the lead MS.

While the lead Member State PL bears the overall responsibility for the preparation of the initial work plan and of its subsequent updates (rolling work plans), junior PLs must timely provide all necessary support, and be consulted with regard to the contribution of their Member State to the implementation of the Twinning project.

The budget of the Twinning project can cover the cost of the participation of junior PLs (considered as short-term experts for such assignments) to meetings with the Beneficiary administration in relation to the preparation of the initial work plan and to the quarterly meetings of the Project Steering Committee.

Any potential disagreement arising from the consortium agreement is solely a matter between the parties having signed the agreement.

The initial work plan and subsequent rolling work plans must detail the responsibilities of each of the partners of a consortium with regard to the individual project components, clearly stating who should do what, when and with which resources (as identified in the detailed breakdown of costs per Budget heading and related to the activities under each component).

#### **5.4.3 Exceptional contributions by other Member States or another Partner country**

When justified and appropriate, the Member State PL can, in agreement with the Beneficiary PL, delegate the execution of some specific activities to another Member State. If a public administration or mandated body from any Member State simply provides experts for such specific participation in a Twinning project (for example by hosting Beneficiary trainees, running a workshop or an expert mission, providing a specialised training, etc.) it is not required to sign a consortium agreement. In this case, the experts concerned contribute to the Twinning project under the authority and the responsibility of the Member State PL, who must ensure their availability and define the details of their involvement.

In addition, following the agreement between Member State PL, Beneficiary PL and the Contracting Authority, it is possible to include selected experts from another Partner country to participate as speaker or expert in selected activities, where such kind of experience could be seen as particularly relevant for the achievement of the mandatory results of the project in a sustainable way.

#### **5.4.4 Logistical management and accounting**

Management and accounting of a Twinning project requires a support system for which the Member State must make an adequate amount of administrative resources available. The tasks to be performed in this context are essentially of two types:

##### *Logistical Management*

This includes making travel arrangements and providing general organisational support for the PL, the RTA and all short-term experts, organising seminars and study visits, etc.

#### Financial Management Functions

This includes book-keeping, invoicing and management of project funds in line with the contract and work plans as well as all documentation underpinning the cost items as required by the Twinning Grant Contract.

The Beneficiary administration, too, shall foresee the necessary resources for the logistical management of a Twinning project and ensure sufficient funding for current and future interlinked activities under the reform process in which context the Twinning project operates. This is part of the contribution provided by the Beneficiary to the successful implementation of the project.

The Member State and the Beneficiary administration shall be entirely responsible for their respective parts of general, logistical and financial management in relation with the implementation of a Twinning project.

It is to be noted that the RTA should not be tasked with overall logistical and financial management duties.

If the Member State will use a different public administration or a mandated body (article 4.1.4.2) to undertake logistic and financial management including payment functions, this body must be reflected in the contract (in the Special Conditions).

## 5.5 Project reporting requirements (please see Annex A7 – section 5)

## 5.6 Monitoring and evaluation

The Contracting Authority shall regularly review the implementation of the project amongst other through its participation in the Project Steering Committee meetings. When the EUD is not the Contracting Authority, the EUD shall coordinate with the Contracting Authority the monitoring approach as part of their agreements regarding monitoring.

Monitoring shall be based on the indicators defined during the Twinning project conception/proposal<sup>11</sup> and/or defined in the initial and subsequent work plans and conducted in agreement between the Member State and Beneficiary country. Findings discussed during the quarterly Project Steering Committee meetings should also be considered. This might lead to adjustments of the (implementation) approach and/or trigger a reorientation of the whole project or, in extreme cases, its suspension or termination.

The implementation of Twinning projects may also be assessed by other monitoring activities performed either in the framework of the political dialogue, EU financial assistance monitoring committees and/or as part of a sector-level monitoring structures established in the Partner country.

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<sup>11</sup> It must be highlighted that depending on the specific needs additional indicators can be defined.

The Commission will in addition, at regular intervals, contract independent experts for evaluating Twinning projects, according to themes or countries or technical aspects. Article 8 of the General Conditions to the Twinning Grant Contract applies in these cases. Such evaluations will follow DG NEAR guidelines on linking planning/programming, monitoring and evaluation.

Should the Contracting Authority and/or the EUD want to have input from the RTA, supporting its general monitoring practices and/or potential inputs in support of the political dialogue, the RTA should provide such input.

## 5.7 Visibility and communication of the Twinning project

As a contractual obligation, general implementing partners whose project benefits, in whole or in part, from the Commission funding, must ensure the visibility of EU financing. Whatever the size, scope or objectives of the action, the EU emblem must be prominently displayed on all materials produced by the project and the EU financial support should be explicitly acknowledged.

In order to assist in meeting this obligation, a “Communicating and raising EU visibility: Guidance for external actions”<sup>12</sup> was issued in 2022 by the Commission, which should be followed and applied to all contracts signed from 1 July 2022.

Moreover, Information/Communication Officers at EUDs must be consulted with regard to any communication or visibility action which should be agreed upon with them (even in cases of indirect management with ex-ante or ex-post control).

The communication and visibility plan shall be agreed by the two PLs, included in the initial work plan and regularly updated as the rest of the work plan. Costs related to the implementation of the plan can be covered by the budget of the Twinning project. The maximum cost for such plan corresponds to 3% of the overall Twinning budget.

The template for a communication and visibility plan is attached as Annex C19.

## 5.8 Troubleshooting

In the case of difficulties arising during the implementation of a Twinning project, it is the primary responsibility of the Member State and Beneficiary PLs to jointly find a solution. The RTA and the RTA counterparts shall support the PLs in this effort.

If the difficulties risk impacting the overall success of the project, immediate action must be taken: any of the two PLs might inform the Contracting Authority and the EUD (when the EUD is not the Contracting Authority) to jointly examine the situation and find an agreement on the way forward.

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<sup>12</sup> [https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions\\_en](https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en)

The Member State NCP and the Beneficiary NCP are expected to support the identification of a viable solution. In the most difficult situations and when all options have not led to any agreement, the Twinning Coordination Team may be called upon.

## 5.9 Changes to the Twinning Grant Contract and work plan (please see Annex A7 - section 2)

### 5.10 Suspension and termination

#### 5.10.1 Suspension of Twinning project implementation

As regulated by General Conditions (Art 11.2-11.7) the contracting parties can under exceptional circumstances suspend the implementation of the project. The contracting party taking the initiative to suspend the project shall immediately notify the other party, specifying the reasons for the decision and indicating the probable duration of the suspension. The EUD (when applicable), the Member State NCP, the Beneficiary NCP and the Twinning Coordination Team shall be informed at the same time.

The Beneficiary administration can request a suspension of the implementation of the project under exceptional circumstances. The request for suspension shall be addressed to the Contracting Authority. The request shall specify the reasons that would justify the suspension and indicate the probable duration. The Contracting Authority decides on the request in accordance with Articles 11.4 to 11.7 of Annex A2.

A suspension is effective from the date of its notification until the date set by the Contracting Authority when it notifies all stakeholders. Costs incurred during the period of suspension are not eligible for financing by the budget of the Twinning project, unless an irrevocable commitment was taken before the date of notification of the suspension.

#### 5.10.2 Termination of the Twinning Grant Contract

According to the provisions of Article 7.1.5 and 7.1.6 of the Special Conditions and Article 12 of the General Conditions of the Twinning Grant Contract, the contracting parties can terminate the Twinning Grant Contract at any time by giving three months' notice in writing to the other party, copying the Beneficiary administration, the EUD (when applicable), the Member State NCP, the Beneficiary NCP and the Twinning Coordination Team. The notice shall state the grounds on which the decision to terminate the Twinning Grant Contract has been taken.

The Beneficiary administration can also terminate the Twinning Grant Contract by formally notifying the Contracting Authority and Member State three months in advance of the date of termination, copying the EUD, the Member State NCP, the Beneficiary NCP and the Twinning Coordination Team. The notification shall state the grounds on which the decision to terminate the Twinning Grant Contract has been taken.

Irrespective of the reasons for termination and of the party taking the initiative to terminate the Twinning Grant Contract, no cost incurred after the date of termination can be eligible for financing by the budget of the Twinning project, except for costs actually incurred or irrevocably committed (including staff contract obligations) up to and including the date of termination. In the absence of achievement of the mandatory results/outputs the Commission might decide to ask recovery of all funds allocated to the project.



## 5.11 Sustainability and Twinning review missions

### 5.11.1 Sustainability

In the course of project implementation, the Member State ensures the transfer of the public sector expertise necessary to achieve the mandatory results/outputs in the Beneficiary administration. The mandatory results/outputs must be fully in line with and contribute to the general public administration reform efforts in the partner country.

Once the project is fully implemented and the mandatory results/outputs achieved, the achievements should be preserved and developed further by the Beneficiary administration. It is explicitly a part of the commitment of the Beneficiary to ensure the long term impact of the Twinning project.

This means in concrete terms that the Beneficiary must pay adequate attention to further improving the public administration in particular public service and human resources management, policy development and coordination structures, accountability structures (organisation of administration), and service delivery structures as well as public financial management (in short defined as the horizontal Public Administrative Reform agenda) so that Twinning results are not undermined by initiatives/implementation of other policies in the Beneficiary administration. In addition to this requirement regarding the overall situation of the Beneficiary administration and the political commitment to public administration reform, the Member State PL(s) and the Beneficiary country PL should provide the necessary basis for the sustainability of their joint Twinning achievements at the concrete level of project implementation.

To ensure sustainability:

- The Twinning partners should ensure that any legislation (especially alignment of legislation with the *Union acquis*), organisational structures, procedures and job profiles developed in the framework of the Twinning project are developed in an inclusive and evidence-based process. Policy and legislative proposals should be supported by at least basic impact assessments (regulatory, fiscal) and they should be consulted with both internal and external actors (inter-ministerial and public consultations), as required by the legislation in the partner country. Sufficient time should be allocated to this preparatory work during the project, and fast-track adoption procedures of legislation should be avoided since they put at risk implementation and enforcement of future legislation.
- The Twinning partners should ensure that training material is of a sufficient quality; it should be professionally developed and easily accessible for later use.
- During the Twinning project, officials of the Beneficiary administration benefiting from training by Member State experts should be put in charge of subsequent training of their colleagues ('train the trainers' approach) and they should in general be actively involved in the follow up through simulation exercises, evaluation forms to be filled in, etc. Where relevant, the training programmes could be included in the training curriculum of the national training institution(s).
- To ensure effective dissemination of results, Twinning partners should organise a well-structured wrapping-up seminar at the end of the implementation of the project, presenting the concrete results and their practical implications for further follow up by the Beneficiary administration and its officials.

- The Beneficiary administration should find appropriate ways and means (including inter alia incentives, written agreements with staff benefiting from training, preparation of manuals, creation of networks) to ensure that staff is maintained in their current position in their administration and so avoiding a loss of know-how acquired in the Beneficiary administration during the Twinning project.
- In the final report, Twinning partners should include concrete recommendations and strategies for safeguarding the achievement of the mandatory results/outputs in the Beneficiary administration.

Beyond the Twinning project itself, the implementing partners and in particular the Beneficiary administration may look into appropriate follow up institution building assistance to consolidate and expand the Twinning results (for instance through TAIEX, OECD/SIGMA, or further bilateral projects with the Member State involved in the Twinning project or other Member States).

### **5.11.2 Twinning review missions**

Each Twinning project shall be followed, in principle between six up to fifteen months after its conclusion, by a Twinning review mission (TRM). This mission aims at reporting on the preservation and sustainability of the achieved mandatory results/outputs. The overall objective of a TRM is to assess if the achievements of the Twinning project are still present and if they produced a long lasting and sustainable impact. A TRM should also identify lessons learned and recommend improvements for the management of Twinning projects in the country and/or sector.

A TRM shall focus on the developments after the conclusion of the Twinning project. A TRM shall analyse the situation in the area/sector in which the Twinning project operated, comparing it to the situation at the end of the project's implementation which is considered a baseline for the future developments. The scope of the analysis shall be determined by the mandatory results/outputs of the Twinning project and the overall sector development. The results of the TRM can serve to inform the future programming of the EU assistance in the relevant sector.

As a rule, a TRM is performed under the leadership of a Twinning Review Expert, i.e. a public administration or mandated body sector expert from a different Member State than the lead or junior Member States of the project concerned.

The Twinning Review Expert(s) should preferably be a former RTA, Project Leader or former Component Leader /Short Term Expert from a similar Twinning project. In case no experts with Twinning experience from a similar project can be identified or are available, then a TAIEX expert with knowledge in the sector related to the project will be selected.

For all or parts of the TRM, the Twinning Review Expert can be assisted and accompanied by a team of people who were involved in the project concerned:

- the RTA, who should always be associated to the TRM;
- the Beneficiary RTA counterpart;
- the Member State PL (when appropriate and if available);
- the Beneficiary country PL (or the official who might have replaced him/her in the same position);

- the task manager of the EUD and/or of the Contracting Authority who followed the project or the sector involved (or the person who might have replaced him/her in the same position).

In the situation that the former RTA and/or the Beneficiary country RTA counterpart is/are not available, these will be replaced on a case-by-case basis by the IBU in close consultation with the Member State lead PL and the Beneficiary country having implemented the project under review.

The Twinning Review Expert is responsible for preparing the Twinning Review Mission Report. The Report, which the Twinning Review Expert timely distributes to all members of the TRM Team, recalls the project's mandatory results/outputs and (if applicable other deliverables) and the recommendations as in the final report. The Twinning Review Expert drafts the report.

A set of guidelines and the template of the Report are available on the Twinning web-page: [https://ec.europa.eu/neighbourhood-enlargement/tenders/twinning\\_en](https://ec.europa.eu/neighbourhood-enlargement/tenders/twinning_en)

TRMs are organised as TAIEX<sup>13</sup> events with the costs covered by the TAIEX budget. Should a RTA currently implementing a Twinning project be made available by this project, only the travel and daily subsistence costs will be covered by TAIEX. The request to launch a TRM is initiated by the relevant EUD and/or other entities involved with evaluating the results of EU assistance. The final reports produced by TRM will be included in a database of assessments and accessible to all those involved in the implementation of the project.

It is strongly recommended that the Twinning Review Mission is requested at the moment of the approval of the final report.

The Twinning Review Missions can be requested by EUD staff at the following link: [Application form \(europa.eu\)](#). It will be organised by DG NEAR HQ via the TAIEX instrument.

## 5.12 Data protection and privacy statement

The EU is in charge of the overall coordination and promotion of Twinning. In this capacity the Commission is informed about the professional contact details (identity, professional position held, professional contact details, curriculum vitae, etc.) of Twinning stakeholders, namely:

- RTA, short-term experts proposed and appointed by the participating Member State administrations for the transfer of public sector expertise, PL(s) and the officials signing the Twinning Grant Contract;
- Partner country and Beneficiary staff being involved in the implementation of the projects;
- NCPs for Twinning respectively appointed by each Member State administration and by each Partner country.

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<sup>13</sup> TAIEX (Technical Assistance Information Exchange) is a facility for short-term technical assistance on approximation/implementation and enforcement, including the necessary administrative infrastructures, of the *Union acquis*. All IPA and ENI countries currently benefit from TAIEX assistance. For more information, see <http://ec.europa.eu/taix/>.

The data is also collected and published on the Twinning website or on other publicly available published material etc. for the promotion and development of Twinning for instance targeting other potentially interested entities.

This data is stored and processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

Further to the requirements of this regulation a specific *Privacy statement* is publicly available for consultation here: [https://ec.europa.eu/neighbourhood-enlargement/document/download/26347645-8390-42d4-b43d-6690f66e4b37\\_en..](https://ec.europa.eu/neighbourhood-enlargement/document/download/26347645-8390-42d4-b43d-6690f66e4b37_en..)

## **Section 6: The Twinning project budget**

### 6.1 The Twinning project budget

**6.1.1 General remarks (please see Annex A7 – subsection 1.1)**

**6.1.2 Structure of the budget (please see Annex A7 – subsection 1.2)**

### 6.2 Eligible costs (please see Annex A7 – section 3)

## Section 7: Financial management and control

### 7.1 Specific remarks related to the Twinning tool

All aspects regulating the financial flows between the contracting parties are defined in the contractual documents, particularly the General Conditions and Special Conditions.

Whilst as a general rule, the paying agent for Twinning projects is the Contracting Authority, other locally based agreements between the EU and the partner country might entail that the EUD performs the role of a paying agent also in case of indirect management.

Payment procedures shall respect the provisions of the General Conditions - Option 2 of Article 15.1 is followed in the case of standard Twinning and Option 1 of Article 15.1 in the case of Twinning Light. Specific procedures for payments in the case of Twinning Light are further specified in section 8.5.

Payments are always made to the Member State entity signing the Twinning Grant Contract, unless otherwise regulated in the Twinning Grant Contract. The RTA is responsible for the day-to-day financial management of his/her personal allowances and records of expenditure. The Member State PL should integrate the RTA report into a project financial statement presented quarterly to the Project Steering Committee. The Member State PL should establish from the beginning the format of the financial report and instruct the RTA accordingly, so that reports are delivered in a form compatible with the project financial statement.

With the exception of the first pre-financing which is triggered by the notification of the signature of the Twinning Grant Contract, all payments are subject to the submission of a request for payments. The form is attached as Annex A5 of the Twinning Grant Contract and must bear the original signature of the Member State PL. Payments shall be made within the maximum days for payments set in the Twinning Grant Contract according to Article 15.4 of the General Conditions if nothing else is specified in the Special Conditions.

As per the General Conditions to contract Article 17.3 reflecting Article 192 (1) in the Financial Regulation, a Twinning grant cannot generate profit. The unit costs or flat rates used under Twinning have been established based on a methodology applying the non-profit principle. For other costs these are based on the actually incurred costs.

### 7.2 Documentation in support of requests for payment

The Member State is obliged to keep full accurate and systematic record and accounts of the activities implemented under the Twinning Grant Contract. They shall be in such form and detail that it is possible to establish accurately the number of days worked in the partner country, as well as all actual expenditure budgeted and associated with the implementation of the Twinning Grant Contract.

Such records must be kept by the Beneficiary and the Member State for a five-year period after the last payment made under the Twinning Grant Contract. These documents comprise documentation concerning any income and expenditure, as well as any inventory necessary for the checking of supporting documents, in particular mission certificates (to be compiled according to the model provided in Annex C10 of this Twinning Manual), invoices, receipts

and any other evidence of expenses based on real costs. Regarding unit costs, evidence of the event/activity triggering such payments should also be kept for inspection. Failure to maintain such records constitutes a breach of obligations and can result in the termination of the EU funding or in a request for refund of part or all funds to the Commission.

Without prejudice to the rights and obligations of the European Court of Auditors (ECA)<sup>14</sup>, the European Anti-Fraud Office (OLAF)<sup>15</sup>, the other Commission services, representatives of the Contracting Authority or other authorised institutions of the Beneficiary shall be permitted to inspect or audit, at any reasonable time, the records and accounts relating to the implementation of the Twinning Grant Contract and to make copies thereof both during and after its implementation.

In case of technical and financial checks, by examining the documents or conducting on-the-spot checks, the staff of the Commission, OLAF and the ECA or external agents authorised by the Commission shall always have the appropriate right of access to information, either on paper or in electronic format. This obligation is meant to ensure accessibility during the stipulated period (five years), regardless of the format of the document.

Referring to Art 15.1 Option 2 of the General Conditions the initial pre-financing payment will be calculated as follows:

Total budget (excluding contingency reserve and private sector services if contracted by the Contracting Authority) divided by the number of months of implementation and then multiplied by twelve.

## 7.3 Audit

During the implementation of a Twinning project, both the project itself and its management can be subject to ad hoc audits, called by the Commission services, OLAF or the ECA.

Ad hoc audits called by the Commission aim to provide an independent view on the sound and efficient management of projects and/or may examine specific issues.

The partner country and the Member State shall allow the Commission, OLAF and the ECA to verify, by examining documents or by means of on-the-spot checks, the implementation of the project and to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the action. These inspections may take place up to five years after the payment of the balance; their procedures shall respect the provisions of Article 16 of the General Conditions (Annex A2 of the Twinning Grant Contract).

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<sup>14</sup> The European Court of Auditors (ECA) is independent from the Commission. It is responsible for checking expenditure by the European Union regarding compliance with relevant legal provisions and principles, the soundness of financial management and the achievement of objectives.

<sup>15</sup> The European Anti-Fraud Office (OLAF) is a Commission service, which has the objective of fighting fraud, corruption and any other irregular activity, including misconduct within the European Institutions. OLAF achieves its mission by conducting internal and external investigations in full independence.

## Section 8: Specific procedures for Twinning Light

### 8.1 Definition of Twinning Light

Twining Light is a format for the delivery of assistance that, although on a smaller scale, follows the same fundamental principle of standard Twining. Twining Light focuses on partnership cooperation between public administrations of Member States and partner countries for the achievement of specific results jointly defined with the Commission. All provisions regulating the implementation of standard Twining projects, described in sections 1 to 7 of this Twining Manual apply also to Twining Light, *mutatis mutandis*. This section 8 provides guidance on procedures related to Twining Light which differ from those applicable to standard Twining.

Twining Light can be used to tackle any institutional issue with a more limited scope than in the case of standard Twining. The likeliest scenario is implementation of a specific measure, rather than supporting reform of the general or legal framework.

The maximum amount of a grant financing a Twining Light project is EUR 250 000 and the maximum duration of the implementation period is limited to eight months (in exceptional cases extended to ten months). As for standard Twining, the implementation period is supplemented by a three months period for reporting (see Article 2 of the General Conditions of the Twining Grant Contract).

Apart from the limitations to budget and duration, there are four other main elements that differentiate Twining Light from standard Twining:

- there is no Resident Twining Adviser (RTA);
- Member State must submit their proposals individually (no consortia are allowed);
- the detailed work plan and how this translates into budget covering the entire implementation period (of maximum eight months) must be included in the proposals submitted by MS;
- CVs for short-term experts are included into the proposal;
- no form of sub-contracting to the private sector is allowed, with the exception of hiring translation and interpretation services, where necessary.

### 8.2 The Twining Light project Fiche

On the basis of the Twining Light project Fiche, the Member State must be able to draft a detailed work plan for the immediate implementation of the whole Twining Light project. It is therefore necessary that the Twining Light project Fiche, besides all the data and information mentioned under section 2.1.1, provides also concrete indications on how the work plan should be established, on the suggested schedule of activities, on the profile of short-term experts and on indicators and targets that should be used to ensure the timely achievement of the mandatory results/outputs.

Before circulation to the Member State NCPs, the EUD will consult on the Twinning Light project Fiche following the procedure described under section 2.1.2. The Twinning Light project Fiche shall be attached as a working document to Annex A1 of the Twinning Light Grant Contract.

## 8.3 Member State proposals and selection of the Member State

### 8.3.1 Member State proposals

The Member States have eight weeks to prepare their proposals for Twinning Light projects. As for standard Twinning, the Contracting Authority may consider in justified cases setting either a longer deadline, in particular to take holiday periods into account, or a shorter one, in particular if the foreseen budget and/or duration of the project is/are less than the maximum authorised.

Unlike a proposal for a standard Twinning, a proposal for a Twinning Light project is expected to contain a fully elaborated work plan with detailed activities, including specific objective, content, duration, sequence, indicators, a communication and visibility plan, etc. The PL responsible for the coordination of the Member State input and the short-term experts to be involved shall be identified and their CVs attached. The PL can be one of the short-term experts. The Member State proposal shall also provide a budget breakdown per budget heading and sub-headings based on the flat rates, unit costs as well as on reimbursable expenditures.

The work plan included in the proposal of the selected Member State shall be attached as a working document to Annex A1 of the Twinning Light Grant Contract, together with the project Fiche. The budget breakdown shall be attached as a working document to Annex A3 of the Twinning Light Grant Contract. The values corresponding to the flat rates, unit costs and lump sums applicable for the project as per Annex B and Annex A7 are all identified in Annex A3.

Although Member States must submit individual proposals and consortia are not allowed, experts from other Member States can be included in the work plan. In this case, they would contribute to the project under the authority and responsibility of the Member State PL.

### 8.3.2 Selection procedure

The selection of the Member State is conducted exclusively on the basis of the written proposals. Following the receipt and administrative check of the proposals (see section 2.4.2.1) and their preliminary evaluation (see section 2.4.2.2), the Contracting Authority convenes and chairs a selection meeting to which it invites the Beneficiary PL, any official of the Beneficiary administration who can contribute to a comprehensive technical evaluation and the EUD (when the EUD is not the Contracting Authority and if appropriate). The partner country NCP can also be invited. The selection meeting shall take place at the latest two weeks after the deadline for submission of proposals.

Immediately upon receipt of the written proposals, Beneficiary administration representatives participating in the selection procedure are informed that printed copies are available for review. In principle, proposals cannot be consulted outside the premises of the Contracting Authority.

Guided by the ownership principle, as for standard Twinning, the Beneficiary administration has a crucial say in the evaluation of the written proposals and the decision shall be taken by



consensus by the selection committee. The EUD can at any stage stop the procedure – as per section 1.1.

The Contracting Authority shall notify the results of the selection meeting to the Member States having submitted proposals at the latest two weeks after the conclusion of the selection meeting. The notification to the selected Member State (see section 2.4.3) shall indicate also the proposed start date of implementation, coinciding in principle with the start of the first activity. No activities can take place before the contract is signed.

## 8.4 Contract and implementation

A Twinning Light Grant Contract shall consist of the same annexes of the standard Twinning Grant Contract (see section 3). The template for the Twinning Grant Contract attached to this Twinning Manual identifies the specific provisions for Twinning Light. Since no Member State consortia are allowed in Twinning Light, there will be no Annex A8.

The Beneficiary administration must provide the necessary facilities (office space, equipment for Member State experts etc.) free of any charge. This is considered the Beneficiary contribution to the Twinning project.

## 8.5 Reporting and payments

The Member State PL shall submit as a minimum to the Contracting Authority a first report covering the first two months of implementation of the Twinning Light contract (submitted during the third month) and a final report.

Reports must be endorsed and countersigned by the Beneficiary administration, which may make additional comments. Report templates are those applicable for standard Twinning projects. Reports must be submitted as indicated under section 5.5 of this Twinning Manual.

Payments are done based on Option 1 in Article 15.1 in the General Conditions and according to the Twinning Light Grant Contract provisions. The payments shall be made in accordance with the standard procedure for standard Twinning (see section 7.2) once the Twinning Light Grant Contract is completed, upon presentation of the final report and request for final payment by the Member State within no more than one month after the end of the project.

Provisions as per section 7.1 regarding delegation to other bodies of receipt of payments should be considered.

## 8.6 Changes to the Twinning Light work plan

If necessary, the two PLs can agree to adapt the work plan during the implementation period. In this case, they prepare and sign a side letter (see Annex C13) in which reason and content of the changes are clearly stated. The Member State PL shall ensure that a paper or electronic copy of the signed side letter is delivered to the Contracting Authority and to the EUD (when the EUD is not the Contracting Authority) on the day of signature. The changes are effective two days after reception of the side letter.

## **Annexes to the Twinning Grant Contract**

- ANNEX A:** Twinning grant Contract - Special Conditions
- ANNEX A1:** Description of the action (Project Fiche, Member State proposal and for standard Twinning later also the rolling work plan, STE CVs)
- ANNEX A2:** General Conditions applicable to European Union-financed grant contracts for external actions
- ANNEX A3:** Budget for the Action (for standard Twinning later also the detailed budgets corresponding to the rolling work plans)
- ANNEX A4:** Procurement by grant Beneficiaries
- ANNEX A5:** Payment request for Twinning Grant Contract including legal and financial identification forms
- ANNEX A6:** Terms of reference for an Expenditure verification of a Twinning Grant Contract
- ANNEX A7:** Financial Annex
- ANNEX A8:** Mandate (if Member States partners have formed a consortium)
- ANNEX A9:** Curricula Vitae and Declaration of Availability of the RTA

# ANNEX A: Twinning grant Contract - Special Conditions

(for official use only)

## TWINNING GRANT CONTRACT [Twinning Grant Contract identification number]

[The European Union, represented by the European Commission], or [full name and address of the Contracting Authority] in the Beneficiary country<sup>16</sup>, ("the Contracting Authority")  
of the one part,

and

*[Full official name of [Lead]<sup>17</sup> Member State + acronym where relevant] with its office at [full official address]<sup>18</sup>*

*[where relevant legal status, official registration name and VAT number]*  
(hereinafter the "Member State Partner"),

*[If a multi MSP Twinning Grant Contract:]* (hereinafter the "Lead Member State Partner"<sup>19</sup>)

and

*[Full official name of Junior Member State + acronym where relevant] with its office at [full official address],*

*[where relevant legal status, official registration name and VAT number]*

who have conferred powers of attorney for the purposes of the signature of the agreement to the Lead Member State Partner<sup>20</sup>

collectively referred to as "Member State Partners" where a provision applies without distinction to the Lead Member State Partner and the Junior Member State Partner(s)

of the other part,

(the "Parties")

have agreed as follows:

<sup>16</sup> Complete as appropriate: Administrative Office, Programme Administration Office, or other.

<sup>17</sup> In case of consortium of MS Partners.

<sup>18</sup> Should be the official registration address – postal/physical address is given in Article 5 – contact addresses

<sup>19</sup> In case of consortium of MS Partners.

<sup>20</sup> Model mandate provided in Annex A8.

## Special Conditions

### Article 1 - Purpose

- 1.1 The purpose of this contract is the award of a Twinning grant, consisting of reimbursement of expenditures, by the Contracting Authority to finance the implementation of the Action entitled: [*title of the Twinning project*] ("the Action") described in Annex A1.
- 1.2 The Member State(s) shall be awarded the Twinning grant on the terms and conditions set out in this Contract, which consists of these special conditions ("Special Conditions") and the annexes, which the Member State(s) hereby declares it has read, understood and accepted.
- 1.3 The Member State(s) accepts the Twinning grant and undertakes to be responsible for carrying out the Action, achieving the results and refund non-eligible expenditures
- 1.4 The Final Recipient of the Action is: [.....]<sup>21</sup>

### Article 2 – Execution and Implementation period of the Action

- 2.1 The execution period of the contract (legal duration) shall start on the date of notification by the Contracting Authority of the conclusion of the signature procedure by all parties. The execution period of the contract shall end three months after the implementation period of the Action as stipulated in paragraph 2.2.
- 2.2 The implementation period of the Action is .....months and shall begin on ....., being the date of the taking up of duties by the Resident Twinning Adviser (RTA).

#### Twining Light:

The implementation period of the Action shall take.....months and its start shall coincide with the date of implementation of the first activity after contract signature.

### Article 3 - Financing the Action

- 3.1 The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR [.....], as set out in Annex A3.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of EUR [...].The final amount shall be established in accordance with Article 17 of Annex A2 except where Annex A7 applies. The Action is co-financed as per Annex A3 by the Final Recipient of the Action.
- 3.3 Pursuant to Article 14.8 of Annex A2, 6% of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of Annex A2, may be claimed as indirect costs.

### Article 4 – Reporting and payment arrangements

- 4.1 Payment shall be made in accordance with Article 15 of Annex A2 option no. 2, as set out in Article 15.1.

Initial pre-financing payment: EUR [.....]

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<sup>21</sup> Name of the Beneficiary and Beneficiary administration benefiting from the Twinning Grant Contract.

Further pre-financing payment(s): EUR [.....]  
(subject to the provisions of Annex A2)

Balance of the final amount of the Twinning grant: EUR [.....]  
(subject to the provisions of Annex A2)

Payments shall be made into the bank account identified in the Financial Identification Form (FIF) in Annex A5, which is held by <name of entity> which will be carrying out financial management services>.

4.2 Financial and narrative reports shall be produced in compliance with Articles 2 and, 15.1 and 15.3 of Annex A2, using the relevant Twinning templates.

The financial section of these reports shall comply with the requirements defined in paragraphs 4, 5 and 6 of Article 15.7 of Annex A2 (requirements for a detailed breakdown of expenditure).

In addition to these reports, the [Lead]<sup>22</sup> Member State shall submit interim reports in compliance with Article 2.1 of Annex A2 on a quarterly basis. The specific reporting procedure shall follow the provisions spelled out in Annex A7 to this contract.

## Article 5 - Contact addresses

5.1 Any communication relating to this Contract shall be in writing, state the number and title of the Action and be sent to the following addresses:

### For the Contracting Authority

*[Option 1: where the Contracting Authority is not the European Commission (after conferral of management power with or with ex-post control):]*

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

*[address of the Contracting Authority's management department]*

A copy of the reports referred to in Article 4.2 shall be sent to the concerned service of the European Commission at the following address:

*[address of the EU Delegation or EU Office and Directorate-General Neighbourhood and Enlargement Negotiations in Brussels]*

*[Option 2: where the Contracting Authority is an EU Delegation or EU Office:]*

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

*[address of the finance section of the EU Delegation or EU Office]*

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

*[address of the management section of the EU Delegation or EU Office]*

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<sup>22</sup> In case of consortium of Member State Partners.

*[With reference to the two options:]*

For the [Lead] Member State Partner

*[address of the [Lead] Member State Partner for correspondence]*

For the Final Recipient of the Action

*[address of the Final Recipient of the Action]*

*[address of the PAO and/or Beneficiary administration]*

5.2 The expenditure verification referred to in Article 15.7 of Annex A2 will be carried out by *[name, address, telephone and fax numbers of selected auditor]*<sup>23</sup>

## **Article 6 - Annexes**

6.1 The following documents are annexed to these Special Conditions and form an integral part of the Contract:

Annex A1:	Description of the Action (Project Fiche, Member State proposal and for standard Twinning later the rolling work plan and STE CVs)
Annex A2:	General Conditions applicable to European Union financed grant contracts for external actions
Annex A3:	Budget for the Action (and for standard Twinning later also the detailed budgets corresponding to the rolling work plans)
Annex A4:	Procurement by grant Beneficiaries
Annex A5:	Payment request for Twinning Grant Contract including legal and financial identification forms
Annex A6:	Terms of reference for an Expenditure verification of a Twinning Grant Contract
Annex A7:	Financial Annex
Annex A8:	Mandate (if Member States partners have formed a consortium)
Annex A9:	Curricula Vitae and Declaration of Availability of the RTA

6.2 In the event of conflict between the provisions of the present Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of conflict between the provisions of Annex A2 and those of the other annexes, those of Annex A2 shall take precedence.

In case of discrepancies between Article 14 of Annex A2 and Annex A7, the latter shall prevail.

## **Article 7 - Other specific conditions applying to the Action**

7.1 The General Conditions are supplemented by the following:

7.1.1 In Annexes A2 to A7:

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<sup>23</sup> In case the auditor will only be selected at a later stage this should be reflected under 5.2 with the wording: "Will be identified and notified later"

In case of a consortium of Member States, the Member State signing the Twinning Grant Contract and leading the consortium is referred to as the Lead Member State.

The term “Beneficiary(ies)” refers collectively to all Member States, including the Lead Member State.

The term “Coordinator” refers to the Lead Member State or an entity identified in the contract assigned by written instruction of the coordinator.

When there is only one Member State, the terms Beneficiary(ies) and Coordinator shall both be understood as referring to the single Member State.

7.1.2 In Articles 7.1 and 7.2 of Annex A2, the term "Beneficiary(ies)" is replaced by "the Final Recipient of the Action". Article 7.2 of Annex A2 applies also to any work done by the RTA(s) and other experts mobilised by the MSP(s) in the performance of their duties related to the implementation of the Action.

7.1.3<sup>24</sup>Taxes, including VAT, duties and charges are in principle not eligible for the activities described in Annex A1, in accordance with Article 5 of Regulation (EU) No 236/2014, laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

7.1.4 In addition to Article 11 of Annex A2, the Final Recipient can request a suspension of the implementation. The request for suspension shall be addressed to the Contracting Authority. The Contracting Authority decides on the request in accordance with Articles 11.4. to 11.7. of Annex A2.

7.1.5 Article 12 of Annex A2 is supplemented by the following provisions:

#### **Termination by the Member State**

In case of failure by the Final Recipient of the Action to fulfil any of their obligations under the Twinning Grant Contract, or for any other duly substantiated external reason, the Member State(s) may terminate the Twinning Grant Contract by giving three months' notice in writing to the Contracting Authority, after having informed the Final Recipient of the Action, the EU Delegation in charge for the Country where the Final Recipient is attached to (in case the EU Delegation is not this Contracting Authority) and the Twinning Coordination Team of the Commission's Directorate-General Neighbourhood and Enlargement Negotiations (DG NEAR).

#### **Termination by the Final Recipient (Beneficiary administration)**

In case of failure by the Member State(s) to fulfil any of their obligations under the Twinning Grant Contract, or for any other duly substantiated external reason, the Final Recipient of the Action may terminate the Twinning Grant Contract by giving three months' notice in writing to the Member State(s) and the Contracting Authority, after having informed the EU Delegation in charge for the Country where the Final Recipient is attached to (in case the EU Delegation is not this Contracting Authority) and the Twinning Coordination Team of the Commission's Directorate-General Neighbourhood and Enlargement Negotiations (DG NEAR).

7.1.6 Article 12.2 of Annex A2 is supplemented by the following provision:

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<sup>24</sup> For IPA I-funded Twinning Grant Contracts, taxes, including VAT, duties and charges and all other costs identified in Article 34(3) of the IPA Implementing Regulation [(EC) No 718/2007 of 12 June 2007, as amended)] are not eligible for the activities described in Annex A1. Please adapt in line with any existing (already allowed) derogations based on Article 66(3) of the said IPA Implementing Regulation.

In case of failure by the Member State(s) or by the Final Recipient (Beneficiary administration) of the Action to fulfil any of their obligations under the Twinning Grant Contract, or for any other duly substantiated external reason, the Contracting Authority, in agreement with the EU Delegation in charge for the Country where the Final Recipient is attached to (in case the EU Delegation is not this Contracting Authority), may halt funding of the Action or terminate the Action by giving three months' notice in writing to the Member State(s) and the Final Recipient.

7.2 The following derogations to the General Conditions shall apply:

7.2.1 Derogation to Article 1.6.j of Annex A2 – only applicable, if the Coordinator will not handle financial management services including payments itself:

The public administration / mandated body in charge of financial management services and handling payments in this project will be <...name of public administration / mandated body >

7.2.2 By derogation to Article 14.5 of Annex A2, the first paragraph shall read "The methods used to determine unit costs, lump sums and flat rates are those described in Annex B to the Twinning Manual.

7.2.3 By derogation to Article 14.7, the contingency reserve mentioned therein shall not exceed 2.5% of the direct eligible costs.

7.2.4 By derogation to Article 14.11 h) of Annex A2, compensation for salary costs of the personnel of national administrations are eligible to the extent that they relate to the cost of activities, which the relevant public authority would not carry out if the Action were not undertaken.

7.2.5 The last sentence of Article 15.2 of Annex A2 (extension of the deadline for submission of the final report) shall not apply.

7.2.6 By derogation to Article 15.4 of Annex A2, the initial pre-financing payment shall be made within 30 days of the date of notification by the Contracting Authority of the conclusion of the signature procedure by all parties.

7.2.7 By derogation to Article 15.7 of Annex A2, the expenditure verification report is only required for the final payment and the auditor is designated in accordance with legal obligations applicable to the Member States

7.2.8 By derogation to Article 15.7 of Annex A2, a detailed breakdown of expenditure shall be submitted in support of each request for further pre-financing payment. This detailed breakdown of expenditure shall consist in the financial section of the reports produced in compliance with Articles 2 and 15 of Annex A2, provided that this financial section complies with the requirements for a detailed breakdown of expenditure that are defined in paragraphs 4, 5 and 6 of Article 15.7.

7.2.9 By derogation to Article 2 of Annex A2, the obligation to provide financial and narrative reports are further defined in the Annex A7, section 5.

7.3 For direct management insert the following

The entity acting as a data controller as provided for in Article 1.3 and 1.4 of the general conditions is:



DG INTPA – Head of Unit R4: [@ec.europa.eu](mailto:@ec.europa.eu)

DG NEAR – Head of Unit R4: NEAR-R4@ec.europa.eu

### 7.3 For indirect management insert the following

For the purpose of Article 1.3 and 1.4 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission the controller for the processing of personal data carried out within the Commission is

DG INTPA – Head of Unit R4: [@ec.europa.eu](mailto:@ec.europa.eu)

DG NEAR – Head of Unit R4: NEAR-R4@ec.europa.eu

7.3.1. Processing of personal data related to the implementation of the grant contract by the Contracting Authority takes place in accordance with the national legislation of the state of the Contracting Authority and with the provisions of the respective financing agreement.

7.3.2. To the extent that the grant contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the grant contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – Contracting Authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the grant contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the grant contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC25 and as detailed in the specific privacy statement published at ePRAG.

### 7.4 Other provisions:

7.4.1 All Twinning partners undertake to facilitate the organisation and conduct of the Twinning Review Missions described in the Twinning Manual.

7.4.2 All Visibility and Communication activities shall comply with the "Communication and Visibility Requirements for implementing partners": [https://ec.europa.eu/international-partnerships/comm-visibility-requirements\\_enf](https://ec.europa.eu/international-partnerships/comm-visibility-requirements_enf), in force at the time of signing the contract.

*Where the Commission is the Contracting Authority*

Done at [.....] in three originals in the contract language, one original being for the European Commission, one for the [Lead]<sup>26</sup> Member State Partner and one for the Beneficiary Administration.

*Where the Commission is not the Contracting Authority*

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<sup>25</sup> OJ L 205 of 21.11.2018, p. 39.

<sup>26</sup> In case of consortium of Member States Projects.

Done at [.....] in four originals in the contract language, one original being for the European Commission, one for the Contracting Authority, one for the [Lead] Member State Partner and one for the Beneficiary Administration.

For the [Lead] Member State Partner

For the Contracting Authority

Name<sup>27</sup>:

Name<sup>28</sup>:

Title<sup>29</sup>:

Title<sup>30</sup>:

Signature:

Signature:

Date:

Date:

*Only under decentralised management with ex-ante control*

Endorsed for financing by the European Union

Name<sup>31</sup>:

Title<sup>32</sup>:

Signature:

Date:

**Please ensure that the contact details of the PLs (both of the Member State partner(s) and of the Beneficiary administration) are also mentioned, if appropriate, on a separate sheet.**

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<sup>27</sup> Name of the individual(s) authorised to sign.

<sup>28</sup> Name of the official(s) authorised to sign.

<sup>29</sup> Title of the individual(s) authorised to sign.

<sup>30</sup> Title of the official(s) authorised to sign.

<sup>31</sup> Name of the official(s) authorised to sign.

<sup>32</sup> Title of the official(s) authorised to sign.

## ANNEX A1: Description of the action



The Administration of \_\_\_\_\_ (hereinafter referred to as the  
Beneficiary) represented by \_\_\_\_\_

of the one part,

and the Administration of \_\_\_\_\_ (hereinafter referred to as the  
Member State) represented by \_\_\_\_\_

of the other part

*HAVE AGREED TO JOINTLY IMPLEMENT THE ACTION DESCRIBED HEREUNDER:*

**1. Twinning Project Fiche**

**2. Member State Proposal**

**3. For standard Twinning (to be added after each Steering Committee): Rolling work plans and STE CVs**

ANNEX A2: General Conditions applicable to European Union-financed grant contracts for external actions
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Please use the latest available version of the PRAG (Practical Guide to contract procedures for European Union external actions) Annex II “General Conditions” for Grants in force at the time of signing the contract at: <http://ec.europa.eu/europeaid/prag>

ANNEX A3: Budget for the Action
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*The Administration of \_\_\_\_\_ (hereinafter referred to as the Beneficiary) represented by*

\_\_\_\_\_

*of the one part,*

*and the Administration of \_\_\_\_\_ (hereinafter referred to as the Member State) represented by \_\_\_\_\_*

*of the other part*

**The budget is to be initialled by the Member State PL and the Beneficiary Country PL.**

**For the administration of the Member State**

*[name and title of the individual(s)  
authorised to sign]*

*[signature]*

*[date]*

**For the administration of the Partner Country**

*[name and title of the individual(s)  
authorised to sign]*

*[signature]*

*[date]*

***have agreed the following budget***

**Annex A3**

	Note	Unit Cost	Number of Units	Total MS cost
<b>General provision</b>	1			
<b>I. BUDGET HEADING: Resident Twinning Advisor and related cost</b>				
<b>Compensation wage and non wage</b>	2			
<b>Compensation Daily Subsistence</b>	3			
<b>Removal</b>	4			
<b>Travel</b>				
Taking up duty	5			
Accompanying Family	6			
Annual Return Trip	7			
Annual Return Trip spouse and family	8			
Monthly Travel	9			
<b>School Fees</b>	10			
<b>RTA Training Brussels</b>				
Travel Costs	11			
Daily Subsistence Allowance	12			
<b>RTA Assistants contracts</b>				
Assistant(s)	13			
Interpreter/translator salary	14			
<b>I. Total Resident Twinning Advisor Related Cost</b>				<b>0</b>
<b>II. BUDGET HEADING: Horizontal activities related Costs</b>				
<b>Short term staff: MS PL and other Support staff / Component Leaders</b>				
Work Plan preparation*	23	350		
Steering Committees*	23	350		
Communication/Visibility programme*	23	350		
Twinning Project Support Cost		136%		
Compensation for Daily Subsistence	12			
Travel Costs	11			
<b>PC PL and/or RTA Counterpart Training Brussels</b>				
Travel Costs	11			
Compensation for Daily Subsistence	12			
<b>Communication/Visibility programme</b>			<b>Up to</b>	
Maximum amount for all components	15			
<b>Purchase of Goods</b>	16			
<b>Expenditure Verification / Audit costs</b>	21			
<b>II. Total Horizontal Related Costs</b>				<b>0</b>

<b>III. BUDGET HEADING: Components Mandatory Results</b>			
<b>Component 1 (to be copied as many as components)</b>			
<b>MS Component Leaders / Short Term Experts</b>			
Flat Daily Allowance		350	
Twinning Project Support Cost		136%	
Compensation for Daily Subsistence	12		
Travel Costs	11		
<b>Other Costs (interpretation, translation, venue costs)</b>	18		
<b>Preparation and Printing of reports</b>	20		
<b>Study Tour(s) (if applicable)</b>			
Compensation for Daily Subsistence	22		
Travel Costs	11		
<b>External expertise (if applicable)</b>	17		
<b>Trainee(s) / Intership(s) in the EU MS</b>	19		<b>Up to</b>
			<b>Components (1)</b>
			<b>Components (N)</b>
		<b>III.</b>	<b>Total Components</b>
<b>IV. Direct Costs Overall Amount Reserve funds</b>			
			<b>Total Direct Costs (I-III)</b>
<b>V. Contingency Reserves</b>			
			<b>Total Contingency Reserve Funds (2,5% x IV)</b>
<b>VI. Provision for Indirect Costs</b>			
			<b>Total Provision for Indirect Costs (6% x IV)</b>
<b>VII. Overall Cost of Twinning</b>			
			<b>Total Overall Cost (IV-VI)</b>

**Notes**

- 1: Rules for addendum are subject to changes between budget headings 1 to 3
- 2: As per Annex A7 to the Twinning Contract
- 3: As per Annex A7 to the Twinning Contract
- 4: As per 6.2.5.6 of the Twinning Manual
- 5: As per Annex A7 to the Twinning Contract
- 6: As per Annex A7 to the Twinning Contract
- 7: As per Annex A7 to the Twinning Contract
- 8: As per Annex A7 to the Twinning Contract
- 9: As per Annex A7 to the Twinning Contract
- 10: As per 6.2.5.8 of the Twinning Manual (NB: maximum defined)
- 11: As per Annex A7 to the Twinning Contract
- 12: As per Annex A7 to the Twinning Contract
- 13: As per 6.2.13 of the Twinning Manual
- 14: As per 6.2.13 of the Twinning Manual
- 15: Communication and Visibility programme: Based on real costs. Amount is capped at 3% of the Twinning project budget.
- 16: As per 6.2.1 pf the Twinning Manual with ceiling
- 17: As per 6.2.1 pf the Twinning Manual with ceiling per Component
- 18: As per 3.8 of the Twinning Manual
- 19: As 3.4.2 of the Twinning Manual
- 20: Exceptionally justified. Based on real costs.
- 21: Maximum amount. Based on real costs.
- 22: As per Annex A7 to the Twinning Contract
- 23: In cases actions are combined on the same day (SC meetings, Work-plan preparations and participation in communication/visibility events it is reminded that the maximum compensation (FDA) per working day in the Beneficiary country of a STE can never exceed 350€

## ANNEX A4: Procurement rules for beneficiaries

Please use the latest available version of the PRAG Annex IV for Grants “Procurement by grant beneficiaries in the context of European Union external actions” in force at the time of signing the contract at: <http://ec.europa.eu/europeaid/prag>



<b>ANNEX A5: Payment request for Twinning Grant Contract including legal and financial identification forms</b>
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[Date of the payment request]

For the attention of  
[address of the Contracting Authority]  
[Financial unit indicated in the "Contract"]<sup>33</sup>

Reference number of the Twinning Grant Contract:  
Title of the Twinning Grant Contract:  
Name and address of the [Lead]<sup>34</sup> Member State Partner:  
Payment request for number:  
Period covered by the request for payment

Dear Sir/Madam,

I hereby request *<a further pre-financing payment/payment of the balance>* under the Twinning Grant Contract mentioned above.

The amount requested is *<according to the Option indicated in Article 4(1) of the Special Conditions of the Twinning Grant Contract /the following: ...>*.

Please find attached the following supporting documents:

- narrative and financial interim report (for further pre-financing payments)
- a forecast budget for the subsequent reporting period (for further pre-financing payments)
- narrative and financial final report (for payment of the balance).
- *<expenditure verification report [for payment of the balance]>*

The payment should be made to the following bank account: *<give the account number shown on the financial identification form annexed to the Twinning Grant Contract<sup>35</sup>>*

Yours faithfully,

***Declaration on honour***

***I hereby certify that the information contained in this payment request is full, reliable and true, and is substantiated by adequate supporting documents that can be checked.***

***I hereby certify that the costs declared have been incurred in accordance with this Contract and that they can be considered as eligible in accordance with the Contract.***

Yours faithfully,

[ signature ]

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<sup>33</sup> Please do not forget to send a copy of this letter to the entities mentioned in Article 5(1) of the Special Conditions of the Twinning Grant Contract, if any.

<sup>34</sup> In case of consortium of MS. A delegated body for handling payments might have been agreed by the parties.

<sup>35</sup> In case a different bank account has to be used a new financial identification form has to be timely submitted.

For the legal and financial identification forms to be used please use the links:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal-entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal-entities_en.cfm#en)  
[https://ec.europa.eu/info/publications/financial-identification\\_en](https://ec.europa.eu/info/publications/financial-identification_en)

## ANNEX A6: Terms of reference for an Expenditure verification of a Twinning Grant Contract

To be completed by the (Lead) Member State Partner (MSP) and to be agreed with the Auditor.

The Auditor must be designated in accordance with the regulation prevailing for the (Lead) MSP.

The expenditure verification report must be issued by the Auditor

### Terms of Reference for an Expenditure Verification of a Twinning Grant Contract

- External Action of the European Union -

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*HOW TO USE THIS TERMS OF REFERENCE MODEL? All text highlighted in yellow in this ToR model and in Annexes 1 and 2 is for instruction only and Member State Partners (MSP) should remove it after use. The parts of the ToR presented in <.....> (e.g. <name of the (Lead) Member State Partner (MSP)>) must be completed by the (Lead) MSP.*

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The following are the terms of reference ("ToR") under which <name of the Coordinator (The term "Coordinator" refers to the (Lead) Member State Partner)> or the entity identified in Special Conditions on behalf of the coordinator agrees to engage < name of the audit firm> ("the Auditor") to perform an expenditure verification and to report in connection with a European Union financed Institution Building Twinning Grant Contract concerning <title and reference number of the Twinning Grant Contract> (the "contract"). Where in these ToR the "Contracting Authority" is mentioned, this refers to <the European Commission or name of another contracting authority> which has signed the Twinning Grant Contract with the (Lead) Member State Partner and is providing the funding. The Contracting Authority is not a party to this agreement.

#### 1.1 Responsibilities of the Parties to the Engagement

In case of consortium of Member State Partners, the Member State Partner signing the Twinning Grant Contract and leading the consortium is referred to as the lead Member State Partner.

The term "Member State Partner(s)" refers collectively to all Member State Partners (MSP), including the lead Member State Partner.

The term "Coordinator" refers to the lead Member State Partner.

When there is only one Member State Partner, the terms Member State Partner(s) and Coordinator should both be understood as referring to the only Member State Partner.

- **The Coordinator** is responsible for providing a Financial Report for the action financed by the Twinning Grant Contract which complies with the terms and conditions of the Twinning Grant Contract and for ensuring that this Financial Report reconciles to the Member State Partner(s)'s accounting and bookkeeping system and to the underlying accounts and records. The Member State Partner(s) is responsible for providing sufficient and adequate information, both financial and non-financial, in support of the Financial Report.
- The Coordinator accepts that the ability of the Auditor to perform the procedures required by this engagement effectively depends upon the Member State Partner(s) , providing full and

free access to its(their) staff and its(their) accounting and bookkeeping system and underlying accounts and records.

- The "**Auditor**" is responsible for performing the agreed-upon procedures as specified in these ToR. "Auditor" refers to the audit firm contracted for performing this engagement and for submitting a report of factual findings to the Coordinator. "Auditor" can refer to the person or persons conducting the verification, usually the engagement partner or other members of the engagement team. The engagement partner is the partner or other person in the audit firm who is responsible for the engagement and for the report that is issued on behalf of the firm, and who has the appropriate authority from a professional, legal or regulatory body.

By agreeing these ToR the Auditor confirms that he/she meets at least one of the following conditions:

- The Auditor and/or the firm are a member of a national accounting or auditing body or institution which in turn is member of the International Federation of Accountants (IFAC).
- The Auditor and/or the firm are a member of a national accounting or auditing body or institution. Although this organisation is not member of the IFAC, the Auditor commits him/herself to undertake this engagement in accordance with the IFAC standards and ethics set out in these ToR.
- The Auditor and/or the firm is registered as a statutory auditor in the public register of a public oversight body in an EU member state in accordance with the principles of public oversight set out in Directive 2006/43/EC of the European Parliament and of the Council (this applies to auditors and audit firms based in an Member State<sup>36</sup>).
- The Auditor and/or the firm is registered as a statutory auditor in the public register of a public oversight body in a third country and this register is subject to principles of public oversight as set out in the legislation of the country concerned (this applies to auditors and audit firms based in a third country).

## **1.2 Subject of the Engagement**

The subject of this engagement is the Final Financial Report in connection with the Twinning Grant Contract for the period covering <dd Month yyyy to dd Month yyyy> and the action entitled <title of the action>, the 'Action'. Annex 1 to these ToR contains information about the Twinning Grant Contract.

## **1.3 Reason for the Engagement**

Twining Grant Contract. The Authorising Officer of the Commission requires this report because the payment of expenditure requested by the Coordinator is conditional on the factual findings of this report.

## **1.4 Engagement Type and Objective**

This expenditure verification is an engagement to perform certain agreed-upon procedures with regard to the Financial Report for the Twinning Grant Contract. The objective of this expenditure verification is for the Auditor to carry out the specific procedures listed in Annex 2A to these ToR and to submit to the Coordinator a report of factual findings with regard to the specific verification procedures performed. Verification means that the Auditor examines the factual information in the Financial Report of the Coordinator and compares it with the terms and conditions of the Twinning Grant Contract. As this engagement is not an assurance engagement the Auditor does not provide an audit opinion and expresses no assurance. The Contracting Authority assesses for itself the factual findings reported by the Auditor and draws its own conclusions from these factual findings.

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<sup>36</sup> Directive 2006/43 of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts, amending Council Directives 78/660/EEC and 83/349/EEC and repealing Council Directive 84/253 EEC.

## 1.5 Standards and Ethics

The Auditor shall undertake this engagement in accordance with:

- the International Standard on Related Services ("ISRS") 4400 *Engagements to perform Agreed-upon Procedures regarding Financial Information* as promulgated by the IFAC;
- the IFAC Code of Ethics for Professional Accountants (developed and issued by IFAC's International Ethics Standards Board for Accountants (IESBA), which establishes fundamental ethical principles for Auditors with regard to integrity, objectivity, independence, professional competence and due care, confidentiality, professional behaviour and technical standards. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Contracting Authority requires that the Auditor is independent from the Member State Partner(s) and complies with the independence requirements of the IFAC Code of Ethics for Professional Accountants.

## 1.6 Procedures, Evidence and Documentation

The Auditor plans the work so that an effective expenditure verification can be performed. The Auditor performs the procedures listed in Annex 2A of these ToR ("Listing of specific procedures to be performed") and applies the guidelines in Annex 2B (Guidelines for specific procedures to be performed). The evidence to be used for performing the procedures in Annex 2A is all financial and non-financial information which makes it possible to examine the expenditure claimed by the Coordinator in the Financial Report. The Auditor uses the evidence obtained from these procedures as the basis for the report of factual findings. The Auditor documents matters which are important in providing evidence to support the report of factual findings, and evidence that the work was carried out in accordance with ISRS 4400 and these ToR.

## 1.7 Reporting

The report on this expenditure verification should describe the purpose, the agreed-upon procedures and the factual findings of the engagement in sufficient detail to enable the Coordinator and the Contracting Authority to understand the nature and extent of the procedures performed by the Auditor and the factual findings reported by the Auditor.

The use of the Model Report for an Expenditure Verification of a Twinning Grant Contract in Annex 3 of these ToR is compulsory. This report should be provided by the Auditor to <name of the Coordinator> within <xx; number of working days to be indicated by the Coordinator> working days after the day of signature of these ToR.

## 1.8 Other Terms

The fee for this engagement shall be <fee amount and currency>

[The Coordinator may want to agree a fixed fee for the engagement or otherwise. The Coordinator and the Auditor may want to agree specific terms if the Auditor needs to extend the verification coverage from 65% to 85%. The Coordinator should specify any reimbursable expenses and allowances (e.g. travelling, other) agreed with the Auditor and whether VAT and/or other relevant taxes are included in the fees/expenses.]

[The Coordinator and the Auditor can use this section to agree any other specific terms]

**Annex 1** Information about the Twinning Grant Contract

**Annex 2A** Listing of specific procedures to be performed

**Annex 2B** Guidelines for specific procedures to be performed

**Annex 3** Model report for an expenditure verification of an EU Twinning Grant Contract

**For the Member State Partner:**

**For the Auditor:**

Signature

<name and function>

<date>

Signature

<name and unction>

<date>

## **Annex 1: Information about the Twinning Grant Contract**

**[Annex to be completed by the Coordinator]**

<b>Information about the Twinning Grant Contract</b>	
Reference number and date of the Twinning Grant Contract	< Contracting Authority's reference of the Twinning Grant Contract>
Twinning Grant Contract title	
Country	
Member State Partner(s)	< full name and address of the Member State Partner(s) as per the Twinning Grant Contract>
Start date of the implementation period of the Action	
End date of the implementation period of the Action	
Specific objective	<p>These are the effects on the political, social, economic and environmental areas targeted by EU intervention (the Twinning in this case) as well as changes in behaviour of addressees of EU intervention.</p> <p>For these to be achieved other external factors and the engagement, take-up (use) &amp; actions of other players, not directly "in touch" with EU intervention, are required.</p> <p>Please be aware that what is written here will NOT ONLY depend on the Twinning project, it is also what is directly changed/influenced by the Twinning project.</p>
Mandatory results/outputs	<p>Direct products of the intervention (of activities of the Twinning in this case)</p> <p>The implementing partners (EU Member State(s) and the Beneficiary administration are 100% accountable for these results to be delivered).</p>
Total cost of the Action	<amount in Art. 3.1 of the Special Conditions of the Twinning Grant Contract>

Grant maximum amount	<amount in Art. 3.2 of the Special Conditions of the Twinning Grant Contract>
Total amount received to date by Coordinator from Contracting Authority	< Total amount received as per dd.mm.yyyy>
Total amount of the payment request	< provide the total amount requested for payment as per Annex A5 to the Special Conditions for Twinning Grant Contracts ((payment request for a Twinning Grant Contract) >
Contracting Authority	<Provide the name, position/title, phone and E-mail of the contact person at the Contracting Authority>. [To be completed only if the Contracting Authority is not the Commission.]
European Commission	< provide the name, position/title, phone and E-mail of the contact person in the Delegation or Office of the European Union in the country concerned, or if applicable at Headquarters>
Auditor	< Name and address of the audit firm and names/positions of the auditors>

## **Annex 2A Listing of Specific Procedures to be performed**

*[This Annex is a standard listing of specific procedures to be performed and it shall not be modified]*

### **2. GENERAL PROCEDURES**

#### **2.1 Terms and Conditions of the Twinning Grant Contract**

The Auditor:

- obtains an understanding of the terms and conditions of the Twinning Grant Contract by reviewing the Twinning Grant Contract and its annexes and other relevant information, and by inquiry of Coordinator;
- Obtains a copy of the original Twinning Grant Contract (signed by the Coordinator and the Contracting Authority) with its annexes;
- obtains and reviews the Report (which includes a narrative and a financial section) as per Article 2.1 of the General Conditions;
- verifies whether the Twinning Grant Contract is signed with one single Member State Partner or with a consortium of Member State Partners (in this case the term "Coordinator" is used);
- *Note:* the purpose of this procedure is for the Auditor to understand the Member State Partner(s) responsibilities for reporting and access to staff and documents.

The Twinning Manual and its Annexes provide important information for Twinning Grant Contracts (e.g. Annex 4 re basic rules and award procedures). Where necessary or useful reference will be made to the Twinning Manual and /or its annexes.

The Twinning Manual and its Annexes can be found at:

[ [https://ec.europa.eu/neighbourhood-enlargement/tenders/twinning\\_en](https://ec.europa.eu/neighbourhood-enlargement/tenders/twinning_en) ]

#### **2.2 Financial Report for the Twinning Grant Contract**

The Auditor verifies that the Financial Report complies with the following conditions of Article 2 of the General Conditions of the Twinning Grant Contract:

- The Financial Report must conform to the model in Annex A3 and C5 of the Twinning Manual;
- The Financial Report should cover the Action as a whole, regardless of which part of it is financed by the Contracting Authority;
- The Financial Report should be drawn up in the language of the Twinning Grant Contract;
- The proof of the transfers of ownership of equipment, vehicles and supplies for which the purchase cost was more than EUR 5 000 per time (Article 7.5 of the General Conditions of the Twinning Grant Contract)

#### **2.3 Rules for Accounting and Record keeping**

The Auditor examines – when performing the procedures listed in this Annex - whether the Member State Partner(s) have complied with the following rules for accounting and record keeping of Article 16 of the General Conditions of the Twinning Grant Contract including and notably

- The accounts kept by the Member State Partner(s) for the implementation of the Action must be accurate and up-to-date;
- The Member State Partner(s) must have a double-entry book-keeping system;
- The accounts and expenditure relating to the Action must be easily traceable, identifiable and verifiable;

#### **2.4 Reconciling the Financial Report to the Member State Partner(s) Accounting System and Records**

The Auditor reconciles the information in the Financial Report to the Member State Partner(s)'s (MSP) accounting system and records (e.g. trial balance, general ledger accounts, sub ledgers etc.).



## 2.5 Exchange Rates

The Auditor verifies that the financial report for the Action is stated in the currency in accordance with Article 15.9 of the General Conditions. The Auditor verifies that costs incurred in other currencies than the one used in the Beneficiary's accounts for the Action have been converted in accordance with the Beneficiary's usual accounting practices and in accordance with Article 15.10 of the General Conditions unless otherwise provided for in the Special Conditions.

The Auditor verifies that amounts of expenditure incurred in a currency other than the Euro have been converted in accordance with General Condition Article 15.9.

## 2.6 Simplified Cost Options

- As provided for in the Twinning Manual, the Twinning Grant Contract includes a system of simplified costs in the form of unit costs (flat daily allowance per day worked for the benefit of the Partner country, daily subsistence allowance/ per diems) and a flat-rate financing (Twinning Project Support Cost).
- In respect of these simplified costs, the Auditor obtains an understanding of the conditions set out in:
  - **Article 2.1.c) of the General Conditions.** This Article stipulates that in case of simplified cost options the Report for the Action (narrative and financial) shall provide the qualitative and quantitative information needed to demonstrate the fulfilment of the conditions for reimbursement established in the Special Conditions;
  - **Section 3 of the Annex A7 to the Twinning Manual,**

Accordingly, the Auditor performs the specific procedures related to verification of simplified costs options that are set out at 4.1(2) below.

## 3. PROCEDURES TO VERIFY CONFORMITY OF EXPENDITURE WITH THE BUDGET AND ANALYTICAL REVIEW

### 3.1 Budget of the Twinning Grant Contract

The Auditor carries out an analytical review of the expenditure headings in the Financial Report.

The Auditor verifies that the budget in the Financial Report corresponds with the budget of the Twinning Grant Contract (authenticity and authorisation of the initial budget) and that the expenditure incurred was indicated in the budget of the Twinning Grant Contract.

### 3.2 Amendments to the Budget of the Twinning Grant Contract

The Auditor verifies whether there have been amendments to the budget of the Twinning Grant Contract. Where this is the case the Auditor verifies that the Coordinator has:

- requested an amendment to the budget and obtained an addendum to the Twinning Grant Contract if such an addendum was required (Article 9 of the General Conditions as derogated and complemented by section 5.9 of the Twinning Manual and Annex A7 to the Twinning Grant Contract).
- notified the Contracting Authority about the amendment if the amendment was limited within the scope of GC Art 9.4 (section 5.9 of the Twinning Manual and Annex A7 to the Twinning Grant Contract) and an addendum to the Twinning Grant Contract was not required.

## 4. PROCEDURES TO VERIFY SELECTED EXPENDITURE

### 4.1 Eligibility of Costs

The Auditor verifies, for each expenditure item selected, the eligibility criteria set out below.

#### *(1) Costs actually incurred (Article 14.1 of the General Conditions)*

The Auditor verifies that the actual expenditure for a selected item was incurred by and pertains to the Member State Partner(s). The Auditor should take into account the detailed conditions for actual costs incurred as set out in Article 14.1(i) to (iii). For this purpose the Auditor examines supporting documents (e.g. invoices, contracts) and proof of payment. The Auditor also examines proof of work done, goods received or services rendered and he/she verifies the existence of assets if applicable.

At final reporting stage the costs incurred during the implementation period but not yet paid can be accepted as actual costs incurred, provided that (1) a liability exists (order, invoice or equivalent) for services rendered or goods supplied during the implementation period of the action, (2) the final costs are known and (3) these costs are listed in the final Financial Report (Annex C5 to the Twinning Manual) together with the estimated date of payment (see Article 14.1.a.(ii) of the General Conditions). The Auditor verifies whether these cost items have effectively been paid at the moment of the auditor's verification.

#### *(2) Simplified cost options<sup>37</sup> (Section 3 of the Annex A7 and Annex B of the Twinning Manual and Article 14.3 to 14.5 of the General Conditions as derogated by Article 7.2.6. of the Special Conditions)*

As provided for in the Twinning Manual, the Twinning Grant Contract includes a system of simplified costs in the form of unit costs (fee per day worked for the benefit of the Partner country and per diems) and flat-rate financing (Twinning Project Support Costs). In this respect, the Auditor verifies:

- to which (sub) cost-headings and/or cost items (Annex A3 (Budget) of the Twinning Grant Contract) this system of simplified costs apply;
- which amounts, unit costs and flat-rates have been contractually agreed (Annex A3 (Budget) of the Twinning Grant Contract);
- which quantitative and/or qualitative information was used to determine and justify the declared costs (e.g. number of staff, number of items purchased; type of costs and activities financed by unit costs);
- whether the maximum amounts of simplified cost options for each Member State Partner are not exceeded, in accordance with the conditions established in the Contract;
- the plausibility (i.e. necessity, reasonableness, reality) of the quantitative and qualitative information related to the declared costs;
- that the costs covered by unit costs and/or flat-rates are not included (no double funding) in other direct costs, either actual or under simplified cost options;
- that the total costs stated in the Financial Report have been correctly determined;

**Note:** The Auditor is not required to verify the actual costs on which unit costs and/or flat-rates are based.

#### *(3) Cut-off - Implementation period (Article 14.1a of the General Conditions)*

The Auditor verifies that the expenditure for a selected item was incurred during the implementation period of the Action. An exception is made for costs relating to final reports including expenditure verification report, which may be incurred after the implementation period of the Twinning Grant Contract.

#### *(4) Budget (Article 14.1b of the General Conditions)*

The Auditor verifies that the expenditure for a selected item was indicated in the Action budget.

#### *(5) Necessary (Article 14.1c of the General Conditions)*

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<sup>37</sup> Refer also to Annex "E3a2 Checklist for simplified cost options" to the PRAG for additional information.

The Auditor verifies whether it is plausible that the expenditure for a selected item was necessary for the implementation of the Action and that it had to be incurred for the contracted activities of the Action by examining the nature of the expenditure with supporting documents, notably in line with the provisions of the Common Twinning Manual.

*(6) Records (Article 14.1d of the General Conditions)*

The Auditor verifies that expenditure for a selected item is recorded in the Member State Partner(s) accounting system and was recorded in accordance with the applicable accounting standards of the country where the Member State Partner(s) is established and the Member State Partner(s) usual cost accounting practices.

*(7) Applicable legislation (Article 14.1.e of the General Conditions)*

The Auditor verifies that expenditure complies with the requirements of tax and social security legislation where this is applicable (for example: employers' part of taxes, pension premiums and social security charges).

*(8) Justified (Article 14.1e of the General Conditions)*

The Auditor verifies that expenditure for a selected item is substantiated by evidence (see section 1 of Annex 2B, Guidelines for Specific Procedures to be performed) and supporting documents as specified in the Annexes to the Twinning Grant Contract, in the Twinning Manual and in Article 16.1, 16.2, 16.7, 16.8 and 16.9 of the General Conditions of the Twinning Grant Contract.

*(9) Valuation*

The Auditor verifies that the monetary value of a selected expenditure item agrees with underlying documents (e.g. invoices, salary statements) and that correct exchange rates are used where applicable.

*(10) Classification*

The Auditor examines the nature of the expenditure for a selected item and verifies that the expenditure item has been classified under the correct (sub)heading of the Financial Report.

*(11) Compliance with Procurement, Nationality and Origin Rules*

Where applicable the Auditor examines which procurement, nationality and origin rules apply for a certain expenditure (sub)heading, a class of expenditure items or an expenditure item. The Auditor verifies whether the expenditure was incurred in accordance with such rules by examining the underlying documents of the procurement and purchase process. Where the Auditor finds issues of non-compliance with procurement rules, he/she reports the nature of such issues as well as their financial impact in terms of ineligible expenditure. When examining procurement documentation the Auditor takes into account the risk indicators listed in Annex 2B and he/she reports, if applicable, which of these indicators were found.

## **4.2 Eligibility of Direct Costs (Article 14.2 of the General Conditions)**

(1) The Auditor verifies that expenditure for selected items, which are recorded under one of the direct costs headings of the Financial Report, are covered by the direct costs as defined in Article 14.2 by examining the nature of these expenditure items.

(2) The Auditor verifies that duties, taxes and charges, including VAT, which are recorded under direct costs, are **not recoverable** by the Member States Partner(s) (see Article 14.2.g) of the General Conditions). This procedure is not necessary in case Article 7.1 of the Special Conditions provides that duties, taxes and charges, including VAT are **not** eligible.

The Auditor obtains evidence that the Member States Partner(s) cannot reclaim the duties, taxes or charges, including VAT through an exemption system and/or a refund a posteriori. For this purpose the Auditor should refer to Annex E3a1 to the PRAG (Information on the tax regime) which provides information on the tax regime applicable to grant contracts (Note: the standard template / text are annexed to the PRAG and it can be found at [http://ec.europa.eu/europeaid/funding/about-funding-and-procedures/procedures-and-practical-guide-prag\\_en](http://ec.europa.eu/europeaid/funding/about-funding-and-procedures/procedures-and-practical-guide-prag_en)).

#### **4.3 Contingency reserve (Article 14.7 of the General Conditions)**

The Auditor verifies that provisions for the contingency reserve does not exceed 2.5% of the direct eligible costs. Costs directly related to sustaining the results would be acceptable for financing under contingency reserve provided agreement between the contracting parties. Costs could also be re-activated for other operational purposes if agreed as part of a work plan or addendum.

#### **4.4 Indirect costs (Article 14.8 of the General Conditions)**

The Auditor verifies that the indirect costs (heading 10 in Financial Report) do not exceed the maximum percentage of 6% of the total final amount of eligible direct costs of the Action or the percentage established in Article 3 of the Special Conditions of the Twinning Grant Contract if applicable.

#### **4.5 In kind contributions (Article 14.9 of the General Conditions)**

The Auditor verifies that the costs in the Financial Report do not include contributions in kind. Any contributions in kind (these could be listed separately in Annex A3 (Budget of the Twinning Grant Contract), do not represent actual expenditure and are not eligible costs.

#### **4.6 Non-eligible costs (Article 14.11 of the General Conditions)**

The Auditor verifies that the expenditure for a selected item does not concern an ineligible cost as described in Article 14.9 of the General Conditions. These costs include *inter alia* currency exchange losses.

#### **4.7 Revenues of the Action**

The Auditor examines whether the revenues which should be attributed to the Action (including grants and funding received from other donors and other revenue generated by the Member State Partner(s) in the context of the Action have been allocated to the Action and disclosed in the Financial Report. For this purpose the Auditor inquires with the Member State Partner(s) and examines documentation obtained from the Member State Partner(s). The Auditor is not expected to examine the completeness of the revenues reported.

## **Annex 2B Guidelines for Specific Procedures to be performed**

*[This Annex provides standard guidelines for the specific procedures to be performed and these guidelines must not be modified]*

### **1. VERIFICATION EVIDENCE**

When performing the specific procedures listed in Annex 2A, the Auditor may apply techniques such as inquiry and analysis, (re)computation, comparison, other clerical accuracy checks, observation, inspection of records and documents, inspection of assets and obtaining confirmations.

The Auditor obtains verification evidence from these procedures to draw up the report of factual findings. Verification evidence is all information used by the Auditor in arriving at the factual findings and it includes the information contained in the accounting records underlying the Financial Report and other information (financial and non-financial).

The contractual requirements that relate to verification evidence are:

- Expenditure should be identifiable, verifiable and recorded in the accounting records of the Member State Partner(s) (Article 14.1.d of the General Conditions of the Twinning Grant Contract);
- The Member State Partner(s) will allow any external auditor to carry out verifications on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Action. The Member State Partner(s) give access to all documents and databases concerning the technical and financial management of the Action (Article 16.3 of the General Conditions);
- Article 16.9 of the General Conditions of the Twinning Grant Contract provides a list of the types and nature of evidence that the Auditor will often find in expenditure verifications.

Moreover, for the purpose of the procedures listed in Annex 2A, records, accounting and supporting documents:

- shall be easily accessible and filed so as to facilitate their examination (Article 16.7 of the General Conditions);
- shall be available in the original form, including in electronic form (Article 16.8 of the General Conditions);

Guidance: records and accounting and supporting documents should be available in documentary form, whether paper, electronic or other medium (e.g. a written record of a meeting is more reliable than an oral presentation of the matters discussed. Electronic documents can be accepted only where:

- the documentation was first received and created (e.g. an order form or confirmation) by the Member State Partner(s) in electronic form; or
  - the Auditor is satisfied that the Beneficiary administration uses an electronic archiving system, which meets established standards (e.g. a certified system which complies with national law).
- should preferably be obtained from independent sources outside the entity (an original supplier's invoice or contract is more reliable than an internally approved receipt note);
  - which is generated internally is more reliable if it has been subject to control and approval;
  - obtained directly by the Auditor (e.g. inspection of assets) is more reliable than evidence obtained indirectly (e.g. inquiry about the asset).

If the Auditor finds that the above criteria for evidence are not sufficiently met, he/she should detail this in the factual findings.

## **2. OBTAINING AN UNDERSTANDING OF THE TERMS AND CONDITIONS OF THE TWINNING GRANT CONTRACT (ANNEX 2A - PROCEDURE 1.1)**

The Auditor obtains an understanding of the applicable Twinning Manual and of the terms and conditions of the Twinning Grant Contract. He/she should pay particular attention to Annex 1 of the Twinning Grant Contract (the Description of the Action), Annex 2 (General Conditions) and Annex 4 (Contract-award procedures), which provides principles for procurement (including nationality and origin rules) by grant beneficiaries in the context of Twinning. Failure to comply with these rules makes expenditure ineligible for EU financing.

These procurement rules apply to all Twinning Grant Contracts but depending on the legal basis for the Twinning Grant Contract nationality and origin rules may vary. The Auditor ensures with the Member State Partner(s) that the applicable nationality and origin rules are clearly identified and understood. Applicable rules on nationality and origin are set out in Annex A2a- A2c to the PRAG. See:

[http://ec.europa.eu/europeaid/work/procedures/implementation/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/index_en.htm)

).

If the Auditor finds that the terms and conditions to be verified are not sufficiently clear he/she should request clarification from the grant Beneficiaries

## **3. SELECTING EXPENDITURE FOR VERIFICATION (ANNEX 2A - PROCEDURES 4.1 – 4.6)**

The expenditure claimed by the Coordinator in the Financial Report is generally presented under the standard template for the Twinning Final Report (Annex C5 to the Twinning Manual). Expenditure headings can be broken down into expenditure subheadings.

Expenditure subheadings can be broken down into individual expenditure items or classes of expenditure items with the same or similar characteristics. The form and nature of the supporting evidence (e.g. a payment, a contract, an invoice etc.) and the way expenditure is recorded (e.g. journal entries) vary with the type and nature of the expenditure and the underlying actions or transactions. However, in all cases expenditure items should reflect the accounting (or financial) value of the underlying actions or transactions, whatever the type and nature of the action or transaction concerned.

Value should be the principal factor used by the Auditor to select expenditure items or classes of expenditure items for verification. The Auditor selects high-value expenditure items to ensure an appropriate coverage of expenditure.

## **4. VERIFICATION COVERAGE OF EXPENDITURE (ANNEX 2A - PROCEDURES 4.1 – 4.6)**

The Auditor applies the principles and criteria set out below when planning and performing the specific verification procedures for selected expenditure in Annex 2A (procedures 3.1 – 3.7).

Verification by the Auditor and verification coverage of expenditure items does not necessarily mean a complete and exhaustive verification of all the expenditure items that are included in a specific expenditure heading or subheading. The Auditor should ensure a systematic and representative verification. Depending on certain conditions (see further below) the Auditor may obtain sufficient verification results for an expenditure heading or subheading by looking at a limited number of selected expenditure items.

The Auditor may apply statistical sampling techniques for the verification of one or more expenditure headings or subheadings of the Financial Report. The Auditor examines whether 'populations' (i.e. expenditure subheadings or classes of expenditure items within expenditure subheadings) are suitable and sufficiently large (i.e. are made up of large numbers of items) for effective statistical sampling.

If applicable the Auditor should explain in the report of factual findings for which headings or subheadings of the Financial Report sampling has been applied, the method used, the results obtained and whether the sample is representative.

The Expenditure Coverage Ratio ("ECR") is the total amount of expenditure verified by the Auditor expressed as a percentage of the total amount of expenditure reported by the Coordinator in the Financial Report. This amount is reported in Annex V of the Twinning Grant Contract.

The Auditor ensures that the overall ECR is at least **65%**. If he/she finds an exception rate of less than 10% of the total amount of expenditure verified (i.e. 6.5%) the Auditor finalises the verification procedures and continues with reporting.

If the exception rate found is higher than 10% the Auditor extends verification procedures until the ECR is at least **85%**. The Auditor then finalises verification procedures and continues with reporting regardless of the total exception rate found. The Auditor ensures that the **ECR for each expenditure heading and subheading** in the Financial Report is at least **10%**.

## **5. PROCEDURES TO VERIFY SELECTED EXPENDITURE (ANNEX 2A - PROCEDURES 4.1 – 4.6)**

The Auditor verifies the selected expenditure items by carrying out procedures 3.1 - 3.7 listed in Annex 2A and reports all the factual findings and exceptions resulting from these procedures. Verification exceptions are all verification deviations found when performing the procedures set out in Annex 2A.

The Auditor quantifies the amount of verification exceptions found and the potential impact on the EU contribution, should the Commission declare the expenditure item(s) concerned ineligible (taking into account the percentage by funding of the Commission and the impact on indirect expenditure (e.g. administrative costs, overheads)). The Auditor reports all exceptions found including those for which he/she cannot quantify the amount of the verification exception found and the potential impact on the EU contribution.

### *Specific guidance for procedure 4.1.2 (compliance with Simplified cost options)*

The Auditor is not required to verify the actual costs on which unit costs and/or flat-rates are based.

The Auditor verifies that the Twinning Project Support Costs comply with the requirements as set forth in the Special Conditions of the Twinning Grant Contract and Annex B of the Twinning Manual.

### *Specific guidance for procedure 4.1.11 (compliance with Procurement, Nationality and Origin Rules)*

The Auditor verifies whether the expenditure for a selected item was incurred in accordance with the applicable procurement, nationality and origin rules by examining the underlying documents on the procurement and purchase processes (as per Annex A4). These documents relate to the opening of tenders, the assessment of the eligibility of tenderers and conformity of tenders, the evaluation of the tenders and the decisions with regard to the awarding of the contract. When examining these procurement documents the Auditor takes into account the risk indicators listed at the end of this Annex and he/she reports, if applicable, which of these indicators were identified.

### *Specific guidance for procedure 4.3 (Contingency Reserve)*

The Auditor verifies that the contingency reserve does not exceed 2.5% of the total eligible costs (direct and indirect) of the Action (sections 5.6.3 of the Twinning Manual).

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## **RISK INDICATORS PROCUREMENT**

- Inconsistencies in the dates of the documents or illogical sequence of dates. Examples:
  - Offer dated after the award of contract or before the sending of the invitations to tender
  - Offer of the winning tenderer dated before the publication date of the tender or dated significantly later than offers from other tenderers
  - Tenders by different candidates all having the same date
  - Dates on documents not plausible/consistent with dates on accompanying documentation (e.g. date on the offer not plausible/consistent with the postal date on the envelope; date of a fax not plausible/consistent with the printed date of the fax machine)
- Unusual similarities in offers by candidates participating in the same tender. Examples:
  - Same wording, sentences and terminology in tenders of different tenderers
  - Same layout and format (e.g. font type, font size, margin sizes, indents, paragraph wrapping, etc.) in tenders from different tenderers

- Similar letterhead paper or logos
- Same prices used in tenders from different tenderers for a number of subcomponents or line items
- Identical grammar, spelling or typing errors in tenders from different tenderers
- Use of similar stamps and similarities in signatures
- Financial statement or other information indicating that two tenderers participating in the same tender are related or part of a same group (e.g. where financial statements are provided, the notes to the financial statements may disclose ultimate ownership of the group. Ownership information may also be found in public registers for accounts)
- Inconsistencies in the selection and award decision process. Examples:
  - Award decisions not plausible / consistent with selection and award criteria
  - Errors in the application of the selection and award criteria
  - A regular supplier of the Beneficiary administration participates as a member of a tender evaluation committee
- Other elements and examples indicating a risk of privileged relationship with tenderers:
  - The same tenderer (or small group of tenderers) is invited with unusual frequency to tender for different contracts
  - The same tenderer (or small group of tenderers) wins an unusually high proportion of the bids
  - A tenderer is frequently awarded contracts for different types of goods or services
  - The winning tenderer invoices additional goods not foreseen in the tender (e.g. additional spare parts invoiced without clear justification, installation costs invoiced although not provided for in the offer).

Other documentation, issues and examples indicating a risk of irregularities:

- Use of photocopies instead of original documents
- Use of pro-forma invoices as supporting documents instead of official invoices
- Manual changes on original documents (e.g. figures manually changed, figures "tippexed" etc.)
- Use of non-official documents (e.g. letterhead paper not showing certain official and/or compulsory information such as commercial registry number, company tax number etc.)



HOW TO USE THIS MODEL REPORT? All text highlighted in yellow in this model report is for instruction only and auditors should remove it after use. Information requested in pointed brackets <.....> (e.g. <name of the Coordinator> must be filled in by the auditor.

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**<To be printed on AUDITOR'S letterhead>**

## **Report for an Expenditure Verification of a Twinning Grant**

**<Title of and number of the Twinning Grant Contract >**

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### **Report of Factual Findings**

*<Name of contact person(s)>, < Position>*

*< Name of the Coordinator>*

*<Address>*

*<dd Month yyyy>*

Dear *<Name of contact person(s)>*

In accordance with the terms of reference dated *<dd Month yyyy>* that you agreed with us, we provide our Report of Factual Findings ("the Report"), with respect to the accompanying Financial Report for the period covering *<dd Month yyyy - dd Month yyyy>* (Annex 1 of this Report). You requested certain procedures to be carried out in connection with your Financial Report and the European Union financed Twinning Grant Contract concerning *<title and number of the contract>*, the "Twinning Contract".

#### **Objective**

Our engagement was an expenditure verification which is an engagement to perform certain agreed-upon procedures with regard to the Financial Report for the Twinning Grant Contract between you and *<the European Commission or the name of another contracting authority>* the "Contracting Authority". The objective of this expenditure verification is for us to carry out certain procedures to which we have agreed and to submit to you a report of factual findings with regard to the procedures performed.

## **Standards and Ethics**

Our engagement was undertaken in accordance with:

- International Standard on Related Services ("ISRS") 4400 *Engagements to perform Agreed-upon Procedures regarding Financial Information* as promulgated by the International Federation of Accountants ("IFAC");
- the *Code of Ethics for Professional Accountants* issued by the IFAC. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Contracting Authority requires that the auditor also complies with the independence requirements of the *Code of Ethics for Professional Accountants*;

## **Procedures performed**

As requested, we have only performed the procedures listed in Annex 2A of the terms of reference for this engagement (see Annex 2 of this Report).

These procedures have been determined solely by the Contracting Authority and the procedures were performed solely to assist the Contracting Authority in evaluating whether the expenditure claimed by you in the accompanying Financial Report is eligible in accordance with the terms and conditions of the Twinning Grant Contract.

Because the procedures performed by us did not constitute either an audit or a review made in accordance with International Standards on Auditing or International Standards on Review Engagements, we do not express any assurance on the accompanying Financial Report.

Had we performed additional procedures or had we performed an audit or review of the financial statements of the Member State Partner(s) in accordance with International Standards on Auditing, other matters might have come to our attention that would have been reported to you.

## **Sources of Information**

The Report sets out information provided to us by you in response to specific questions or as obtained and extracted from your accounts and records

## **Factual Findings**

The total expenditure which is the subject of this expenditure verification amounts to EUR <xxxxxx>.

The Expenditure Coverage Ratio is <xx%>. This ratio represents the total amount of expenditure verified by us expressed as a percentage of the total expenditure which is the subject of this expenditure verification. The latter amount is equal to the total amount of expenditure reported by you in the Financial Report and claimed by you for deduction from the total sum of pre-financing under the Twinning Grant Contract as per your Payment Request of <dd Month yyyy>.

We report the details of our factual findings which result from the procedures that we performed in Chapter 2 of this Report.

## **Use of this Report**

This Report is solely for the purpose set forth above under objective.

This report is prepared solely for your own confidential use and solely for the purpose of submission by you to the Contracting Authority in connection with the requirements as set out in Article 15 of the General Conditions of the Twinning Grant Contract. This report may not be relied upon by you for any other purpose, nor may it be distributed to any other parties.

The Contracting Authority is not a party to the agreement (the terms of reference) between you and us and therefore we do not owe or assume a duty of care to the Contracting Authority who may rely upon this expenditure verification report at its own risk and discretion. The Contracting Authority can assess

for itself the procedures and findings reported by us and draw its own conclusions from the factual findings reported by us.

The Contracting Authority may only disclose this Report to others who have regulatory rights of access to it in particular the European Commission [to *delete if the Commission is the Contracting Authority*], the European Anti-Fraud Office and the European Court of Auditors.

This Report relates only to the Financial Report specified above and does not extend to any of your financial statements.

We look forward to discussing our Report with you and would be pleased to provide any further information or assistance which may be required.

Yours sincerely,

Auditors' signature [*person or firm or both, as appropriate and in accordance with company policy*]

Name of Auditor signing [*person or firm or both, as appropriate*]

Auditors' address [*office having responsibility for the engagement*]

Date of signature <dd Month yyyy> [date when the final report is signed]

## **1. INFORMATION ABOUT THE TWINNING GRANT CONTRACT**

*[Chapter 1 should include a brief description of the Twinning Grant Contract and the Action, the Coordinator/Member State Partner(s) and key financial/budget information. (maximum one page)]*

## **2. PROCEDURES PERFORMED AND FACTUAL FINDINGS**

We have performed the following specific procedures listed in Annex 2A of the terms of reference for the expenditure verification of the Twinning Grant Contract ("ToR"):

- 1 General Procedures
- 2 Procedures to verify conformity of expenditure with the budget and analytical review
- 3 Procedures to verify selected expenditure

We have applied the rules for selection of expenditure and the principles and criteria for verification coverage as set out in Annex 2B (sections 3 and 4) of the ToR for this expenditure verification.

*[Explain here any difficulties or problems encountered]*

The total expenditure verified by us amounts to EUR <xxxx> and is summarised in the table below. The overall Expenditure Coverage Ratio is <xx%>.

*[Provide here a summary table of the Financial Report in Annex 1, presenting for each (sub) heading the total expenditure amount reported by the Coordinator, the total expenditure amount verified and the percentage of expenditure covered]*

We have verified the selected expenditure as shown in the above summary table and we have carried out, for each expenditure item selected, the verification procedures specified at point 3.1 to 3.7 of Annex 2A of the ToR for this expenditure verification. We report our factual findings resulting from these procedures below.

## **1. GENERAL PROCEDURES**

### **1.1 Terms and Conditions of the Twinning Grant Contract**

We have obtained an understanding of the terms and conditions of this Twinning Grant Contract in accordance with the guidelines in Annex 2B (section 2) of the ToR.

*[Describe factual findings and specify errors and exceptions. Procedures 4.1 - 4.6 in Annex 2A. If there are no factual findings this should be explicitly stated as follows for each procedure: "No factual findings have arisen from this procedure".]*

### **1.2 Financial Report for the Twinning Grant Contract**

### **1.3 Rules for Accounting and Record keeping**

### **1.4 Reconciling the Financial Report to the Member State Partner(s) Accounting System and Records**

### **1.5 Exchange Rates**

### **1.6 Simplified Cost Options**

## **2. PROCEDURES TO VERIFY CONFORMITY OF EXPENDITURE WITH THE BUDGET AND ANALYTICAL REVIEW**

### **2.1 Budget of the Twinning Grant Contract**

### **2.2 Amendments to the Budget of the Twinning Grant Contract**

*[Describe factual findings and specify errors and exceptions. Procedures 2.1 – 2.2 in Annex 2A. If there are no factual findings this should be explicitly stated as follows for each procedure: "No factual findings have arisen from this procedure".]*

## **3. PROCEDURES TO VERIFY SELECTED EXPENDITURE**

We have reported further below all the exceptions resulting from the verification procedures specified at point 4.1– 4.6 of Annex 2A of the ToR for this expenditure verification insofar these procedures applied to the selected expenditure item.

We have quantified the amount of the verification exceptions found and the potential impact on the EU contribution, should the Commission declare the expenditure item(s) concerned ineligible (where applicable taking into account the percentage of funding of the Commission and the impact on indirect expenditure (e.g. administrative costs, overheads)). We have reported all the exceptions found including the ones for which we cannot quantify the amount or the potential impact on the EU contribution.

*[Specify the expenditure amounts / items for which exceptions (= deviations between facts and criteria) were found, and the nature of the exception – this means which of the specific condition described at point 4.1 to 4.6 of Annex 2A of the ToR were not respected. Quantify the amount of verification exceptions found and the potential impact on the EU contribution, should the Commission declare the expenditure item(s) concerned ineligible]*

### **3.1 Eligibility of Costs**

We have verified, for each expenditure item selected, the eligibility criteria set out at procedure 3.1 in Annex 2A of the ToR for this expenditure verification.

*[Describe factual findings and specify errors and exceptions. **Procedure 3.1 in Annex 2A:** eligibility of costs and the eligibility criteria (1) to (9). **Example:** we found that an expenditure amount of EUR 6,500 included in subheading 3.2 (furniture, computer equipment) of the Financial Report was not eligible. An amount of EUR 2,000 related to expenditure incurred outside the implementation period. Supporting evidence was not available for three transactions totalling EUR 1 200. The required procurement rules for purchases of office computers for EUR 3,300 were not respected. (Note: relevant details such as accounting record references or documents should be provided).]*

### **3.2 Eligible Direct Costs (Article 14.2 of the General Conditions)**

### **3.3 Provision for Contingency Reserve (section 1.2 of the Annex A7 to Twinning Manual)**

### **3.4 Twinning Project Support Costs (Annex B of the Twinning Manual)**

### **3.5 In kind contributions (Article 14.8 of General Conditions)**

### **3.6 Non-eligible costs (Article 14.9 of GC)**

### **3.7 Revenues of the Action**

*[Describe factual findings and specify errors and exceptions. **Procedures 4.2 - 4.6 in Annex 2A]***

## **Annex 1 Financial Report for the Twinning Grant Contract**

*[Annex 1 should include the Member State Partner(s) financial report for the Twinning Grant Contract, which is the subject of the verification. The financial report should be dated and **indicate** the period covered.]*

## **Annex 2 Terms of Reference Expenditure Verification**

*[Annex 2 should include a signed and dated copy of the terms of reference for the expenditure verification of this Twinning Grant Contract including Annex 1 (information about the Twinning Grant Contract) and Annex 2A (Listing of the specific **procedures** to be performed).]*

## 1. The Project Budget (Annex A3)

### 1.1 General remarks

The total budget allocated to the execution of the Twinning project must remain within the limits of the amount referred to in the project Twinning Fiche. No increase of this amount is allowed.

The Twinning initial and subsequent rolling work plans shall be accompanied by a detailed budget. For each activity, individual items of expenditures shall be listed and quantified and unit costs and flat rates as per the contract accounted for.

While the work plan should define all activities foreseen in the framework of the Twinning project, irrespective of whether they are carried out under the responsibility of the Beneficiary or of the MS, the breakdown of costs shall be provided only for activities financed by the EU grant.

### 1.2 Structure of the budget

The Twinning budget shall have one budget heading identifying the compensation of costs related to the RTA and his/her assistant(s), one budget heading for the horizontal costs, one budget heading for the mandatory results/outputs broken further down in components linked to each mandatory result/output and the detailed activities under these, one budget line for the contingency reserve and one budget line for the flat rate for indirect costs.

The global amount allocated for each budget heading and budget line is included in the initial contract as Annex A3 to the Twinning Grant Contract

For the purpose of the application of the 25% rule for changes via addendum only the budget headings, but not the budget lines, are concerned.

The relevant unit costs and flat rates set for Twinning projects are reflected under each budget heading and its sub-headings.

Participation in actions linked to development of the initial and subsequent work plans including Project Steering Committee meetings by the Member State PL, Component leaders and other support staff and participation in events agreed under the communication and visibility plan by the Member State PL(s) are covered under the budget heading for horizontal cost. Member State Component Leaders and Beneficiary Component Leader counterparts should participate in the meetings on topics related to their competences. If not present in the Beneficiary country for the implementation of project activities at the moment of the meeting, Member State Component Leaders could contribute via video- or tele-conferencing. Member State NCPs and the Beneficiary NCPs can attend any meeting of the Project Steering Committee on their own costs. For the activities mentioned, the Member State PL and/or other support staff are considered short-term experts. Travel and daily subsistence allowances linked to the participation of the Beneficiary PL and/or RTA counterpart in the Commission Headquarter training are also covered under this budget heading as are the costs – based on real costs - of the communication and visibility plan and the exceptionally justified supplies necessary for efficient implementation of the project.

Regarding the amount allocated to the budget heading for mandatory results/outputs, the amounts defined for each component (referring to each mandatory result/output) should at the initial contract stage be defined as a global amount, as also identified in Annex A3 of the Twinning Grant Contract.

The allocation for Contingency reserve is fixed as 2.5% of the direct costs at the time of the contracting. Should the reserves be utilised for the implementation of the project the reserves are re-allocated to the relevant budget heading.

The flat rate for indirect costs is fixed at 6% of the direct costs as per Annex B.

In the budget accompanying the initial and subsequent work plans, the individual activities represent separate items under the relevant budget heading, broken down according to the specific costs for the activity. An activity can include a number of sub-activities.

Costs budgeted in simplified forms (unit costs or flat rates as per Annex B) shall be identified in Annex A3 of the Twinning Grant Contract, with the indication of the applicable values. Those values shall appear, as appropriate, in the breakdown of costs for each activity of the work plan.

## 2. Changes to a Twinning Grant Contract

### 2.1 General Remarks

The overall budget of a Twinning project cannot be increased: planned activities must be reduced or cancelled in order to introduce new activities or expand others. Transfers of budgetary resources should not, however, jeopardise the requirement that a standard Twinning project must include a full-time RTA for the entire implementation period.

As a general rule, unit costs and flat rates set in Annex A3 at the time of signature of the Twinning Grant Contract cannot be increased. Exceptions may be enabled for unit costs where average real costs have changed in relation to the situation at the time of the signature of the Twinning Contract. Those exceptions should be duly justified and agreed with the Contracting Authority.

Trinwing Grant Contracts can only be modified during the execution period of the Contract.

The mere availability of funds does not justify introduction of new activities and/or the extension of the implementation and/or execution period of the Twinning Grant Contract.

The work plan of a Twinning project needs to be prepared and agreed with sufficient detail before the activities linked to the components are implemented, to provide objective grounds for the funding requested. However, in practice, with many different activities taking place, a Twinning project is subject to all sorts of unforeseen events and may need to be adjusted in the course of implementation. A high degree of flexibility is therefore necessary. **Changes to the mandatory results/outputs should, however, be exceptional and duly justified and should not contradict the provisions of the respective financing decisions.**

The following section therefore firstly details (2.2) the requirements for all changes to a Twinning Grant Contract and thereafter (2.3) the more specific rules regarding budgetary changes.

### 2.2 Changes in general

The following procedures shall apply:

#### **A. Addenda**

Substantial changes to the Twinning Grant Contract must be formalised in an addendum signed by all contracting parties including the PL(s) of both Member State administration and Beneficiary administration and processed according to the implementation mode (direct or indirect).

The following changes to a Twinning Grant Contract require a formal addendum:

- The relevant field of cooperation with the EU and/or the *Union acquis* related to the Twinning project work plan.
- The Member State administration involved in the Twinning project as mentioned in Article 5 of the Twinning Grant Contract.
- The execution period of the contract and the implementation period of the Action (Article 2 of the Twinning Grant Contract).
- Mandatory results/outputs and targets to be achieved in line with the Twinning project work plan.
- Identity of the Member State and Beneficiary PLs, and MS RTA.
- Reallocations beyond 25% of the budget headings under the Twinning Grant Contract (Annex A3).

An addendum is not required when the implementation and/or the funding of the Twinning Grant Contract is suspended or resumed, or when the Twinning Grant Contract is terminated. The decision to suspend and resume the implementation and/or the funding of the Twinning Grant Contract or to terminate the Twinning Grant Contract is regulated by Article 7 of the Special Conditions (Annex A) and Articles 11 and 12 of the General Conditions (Annex A2).

As a result of the lifting of a suspension, an addendum may be required to extend the duration of the contract and, if relevant, to adapt the Twinning Grant Contract to the new implementing conditions. The extended implementation period must not, however, go beyond the end of the operational implementation phase of the Financing Agreement under which the Twinning Grant Contract is funded (where there is a Financing Agreement).

*When the Contracting Authority is not the EUD, the decision to suspend or terminate the Twinning Grant Contract requires the prior approval of the EUD.*

#### **B. Work plans and side letters**

Changes to work plans and side letters and corresponding budgets resulting in reallocations above 25% between budget headings require an addendum to be processed.

Changes processed cannot affect the basic purpose of the project and/or substantially change the mandatory results/outputs even if agreed in the Project Steering Committee.

#### **Work plans**

The initial 6-month minimum work plan will serve as the basis for the development of a rolling work plan, with the progressive addition of the details of further and/or closed activities. As a living document, it is regularly updated to take stock of progress made,



foreseen or unforeseen developments, availability of Member State and Beneficiary experts, etc., always in view of the achievement of the mandatory results/outputs. The initial and the subsequent updates of the work plan are formalised as part of the quarterly meetings of the Project Steering Committee (see section 5.2.4 of the Twinning Manual).

The work plan is composed of two parts, the description of activities and the corresponding budget. Activities must be identified with the same reference and title in both parts, so that costs can clearly and unambiguously be associated to each budget heading and components.

The work plan should be seen as a sequence of activities to be implemented by one side and/or the other, together constituting a strategy aimed at achieving the mandatory results/outputs.

The work plan needs to explicitly mention the Beneficiary departments or bodies concerned by the activities, the staff responsible for the mobilisation of human and logistical resources, the financial resources that might be necessary from the Beneficiary side and the timetable of actions to be executed in parallel or complementarily to the activities implemented by Member State experts. The model for the work plan is included in Annex C15.

### **Side letters**

Side letters are reserved for changes taking place between the Project Steering Committee meetings. These side letters are discussed at the first upcoming Project Steering Committee after their notification to the Contracting Authority. The content and budgetary consequences of a side letter are reflected in the updated work plan including the budget changes being discussed at the Project Steering Committee meeting. The model for the side letter is included in Annex C13.

The two PLs (Member State and Beneficiary) jointly decide on a side letter, provided the principles described in the present section as well as the Twinning rules are respected. They formalise the change in the form of a side letter to the Twinning Grant, which lays down the changes and which is jointly signed by both Member State and Beneficiary PL. Member State PL may, however, delegate RTA to sign side letters on his/her behalf. The side letter is addressed to the Contracting Authority.

The duly signed side letter must be notified by a secure means of communication, so that dispatch can be proven in the event of dispute, to the Contracting Authority and copied to the EUD (when the EUD is not the Contracting Authority).

**Changes must be notified before the activities covered by the side letter are implemented: the changes will become effective immediately two days after the date of notification of the side letter. Costs incurred before the side letter comes into effect are not eligible and shall not be reimbursed.**

## 2.3 Changes with budgetary impact

**Specific budgetary changes through addenda:** Budgetary changes are summed up regularly as part of the work plan and corresponding budget updates. Once the total cumulated amount of modifications reaches 25% between budget headings, any further modification (independent of its size) requires an addendum to the Twinning Grant Contract. After such an addendum, budgetary changes can again be introduced until the total cumulated amount of the further modifications reaches again 25% between budget headings.

### **Specific budgetary changes through side letters/rolling work plans:**

- As long as the budgetary reallocations of appropriations remain under a cumulated total amount not exceeding 25% of the individual budget headings of the Twinning Grant Contract, changes can be introduced through side letters/work plans..
- The budget modification by which the 25% threshold is reached requires an addendum. After such an addendum, budgetary changes can again be introduced through side letters/work plans, until the total cumulated amount of the further modifications reaches again 25% between the budget headings of the Twinning Grant Contract.

## 3. Eligible costs

### 3.1 General remarks

As a general rule, only costs related to activities organised in the Partner country or in a Member State are eligible for reimbursement from the Twinning project budget. They must be incurred during the implementation period of the project, with the exception of costs related to the inbound flight of the RTA, the participation of the RTA, Beneficiary PL and/or RTA counterpart to the Commission Headquarters training (if attended before the start of implementation of the project – see section 4.1.6.6 of the Twinning Manual) and the costs related to the preparation of the expenditure verification report (see section 5.5.4 of the Twinning Manual).

In operationally justified cases, and in agreement with the Contracting Authority (and the EUD when the latter is not the Contracting Authority), there may be activities implemented by short-term experts from the Member State via videoconferencing tools.

The grant awarded to a Member State for the implementation (alone or in consortium with other Member States) of a Twinning project is meant to compensate costs borne by that Member State (or consortium of Member States) in order to achieve the mandatory results/outputs through the deployment of expertise and through the horizontal activities. In other words, as for all grants awarded by the European Union, the no-profit principle applies also to Twinning grants.

The value of private sector input is limited to an overall ceiling of EUR 5 000 per component under the budget heading mandatory results/outputs and in the case of supplies/goods under the budget heading horizontal costs to EUR 20 000.

Costs for RTA assistant(s) under the budget heading RTA and related costs, the communication and visibility plan related costs under budget heading horizontal costs and translation/interpretation costs related to activities under the budget heading for mandatory results/outputs, are not subject to these ceilings.

Visits to the Beneficiary administration by Member State(s)'s officials, assimilated agents and/or support staff (other than the PL) not motivated by a direct contribution to the implementation of project activities, are obviously not eligible and hence not covered by the project's budget.

No direct, indirect or running costs borne by the Partner country in the framework of the implementation of a Twinning project can be financed by the project's budget. Moreover, the Partner country shall ensure with own resources that adequate facilities for professional use are available for the Member State experts and in particular for the RTA and his/her assistant(s).

Duties, taxes and charges including VAT are not eligible under the Twinning Grant Contract, unless the Member State can demonstrate that it cannot be exempted or reimbursed, and under the condition that the EU programme funding the Twinning project allows for the reimbursement of such taxes (as per Article 14.2 of the General Conditions of the Twinning Grant Contract).

Member States are advised to carefully enquire and cooperate with the EUD before engaging in any project-related purchase in the Partner country that may involve the payment of VAT or of any other duties, taxes and charges, since certain countries have a mechanism in place with the local Ministry of Finance to handle reimbursement of VAT and other duties for EU financed projects.

In Twinning projects, **different types of staff** will be compensated for their input:

As a rule, Member State experts (RTA and experts going on missions) and Member States Project Leaders are expected to be permanent public administration or assimilated agents/staff. Compensation for RTAs whether coming from the public administration or a mandated body is regulated by the provisions in Annex B (as reflected below under 3.2).

Temporary public staff may exceptionally be hired by Member State administrations, semi-public or mandated bodies, as per the provisions in this Twinning Manual.

Recently retired experts may be reactivated as temporary public staff, either by administrations or mandated bodies. Like temporary staff, they must be linked to the public administration or mandated body responsible for a Twinning project by a contract. Compensation of the salary of retired experts will be based on the above principles for temporary public staff.

It is further reminded that Member States administrations should avoid at all costs to use mandated bodies as umbrella organisations to involve private sector experts hired for contractual assignments limited to their Twinning involvement, without any structural linkage to the body involved. This is because Twinning offers hands-on, practical expertise, provided by civil service from peer administrations, and in order to preserve this distinctive quality of Twinning it is essential that the experts proposed by the Member State administrations are administrative practitioners.

## **3.2. The Resident Twinning Adviser (RTA) related costs**

### **3.2.1 Unit cost for compensation for remuneration and non-wage costs**

The assignment of a Member State official or assimilated agent as RTA for a Twinning project has the effect that the concerned person will be absent from duty in his or her institution for a period, which from empiric data is 18 months on average. All costs sustained

by an institution for the remuneration of a member of its staff being assigned as RTA shall be fully compensated.

The institution dispatching the RTA shall receive a reimbursement equalling the remuneration of the RTA on the basis of an analytical accounting statement of the last closed accounting year taking full account of all statutory rights according to the civil service legislation of the given Member State (among other things salary, incentives, statutory bonus schemes, and predictable salary changes). The monthly rate will be calculated on the basis of the estimated costs for the months of assignment, divided by the number of months of assignment.

Similarly, the institution dispatching the RTA shall receive a reimbursement equalling the non-wage labour costs incurred for the RTA, including compulsory social security (contributions such as those related to health, pension, unemployment), based on an analytical accounting statement of the last closed accounting year. The non-wage labour costs should take full account of statutory rights according to the civil service legislation of the given Member State in particular rights of civil servants' working abroad, family allowances and insurances.

While submitting their analytical accounting statements, Member States shall pay particular attention to specifying all elements taken into consideration.

In the case of wages, reference shall be made to the basic salary and to statutory benefits. The basic salary shall be determined in accordance with the pay grade held: functions performed by the civil servant are therefore irrelevant and solely the pay grade established on the basis of the official remuneration schemes for the public service at national or local level is considered. The other statutory costs shall include all additional pays in form of statutory benefits linked to specific functions, responsibilities and conditions, as well as specific salary components that are not paid on a monthly basis, such as holiday allowances and additional month(s)'s pay at the end of the year. Since the diversity of national legislative conditions for remunerating personnel does not allow compiling an exhaustive list of eligible cost components, Member States shall be guided by the principle that costs which are in line with their usual policy on remuneration and in compliance with the national legislation can be included. Non-statutory, non-mandatory and discretionary premiums or bonuses shall not be included.

In the case of non-wage labour costs, reference shall be made to the employer's social contributions such as insurance contributions, payments for healthcare, labour disability, unemployment and other statutory allowances.

If the expert proposed as RTA is a reactivated retired official or assimilated agent (see section 4.1.5 of the Twinning Manual), the salary to be reimbursed by the project shall be based on the analytical accounting statement of the last closed accounting year when the expert was still on duty. If, however, the applicable national legislation provides for deduction of the pension amount from a public sector salary, the project shall only reimburse the actual salary and non-wage expenditure of the institution reactivating the expert.

### 3.2.2 Allowances

#### Unit cost for compensating daily subsistence expenditure

While it can be expected that the RTA's salary covers expenses that continue to be borne in the place of origin, the Member State can pay the RTA a daily subsistence allowance to meet the extra costs of living in the Partner country, such as lodging, extra security and additional health insurance.

If the RTA moves to the Partner country with the family, s/he can receive an additional allowance for housing to be defined by the Contracting Authority towards covering the cost of rental fees for the accommodation based on the market conditions in the Partner Country. This allowance is capped at maximum EUR 1,000 per month.

The daily subsistence allowance for the RTA is capped at maximum 75% of the *per diem* rate for the Partner country published by the Directorate-General for International Partnerships (DG INTPA) and applicable at the signature of the Twinning contract.

Per diem rates are communicated by the Commission Headquarters to the National Contact Points in Member State and Partner country. They are based on the list which is available on Europe Aid website<sup>38</sup>. They are maximum rates: lower rates may be agreed and applied in a Twinning contract.

Considering that the subsistence allowance for the RTA covers costs that need to be met also during temporary absences such as holidays and business trips, Member States can pay it for the whole duration of the assignment of the RTA in the Partner country.

RTAs are expected to find housing and register with the authorities without assistance from the Commission. They may, however, obtain advice from their own Embassy, the EUD and/or the Beneficiary administration.

#### Unit cost for compensating travel of the RTA and family

If the RTA moves to the Partner country **without** household effects or family, or both, travel costs can be compensated as a monthly (NEAR regions) or quarterly (INTPA regions) travel allowance to cover return fares with one registered luggage. The amount of this monthly allowance shall be established based on the economically most favourable quote among those provided by three travel agencies before the signature of the Twinning contract or on the quote provided by the entity of the MS administration selected by competitive procedure in charge of travel arrangements. The quotes shall be endorsed by the authority signing the Twinning contract.

If the RTA moves to the Partner country **with** household effects or family, or both, travel costs can be compensated as a yearly travel allowance to cover return fares with one registered luggage for the RTA and each accompanying member of his or her family. The amount of this yearly allowance shall be established with the same method used for the monthly allowance.

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<sup>38</sup>[https://ec.europa.eu/international-partnerships/documents-library\\_en?keyword=per%20diem%20rates](https://ec.europa.eu/international-partnerships/documents-library_en?keyword=per%20diem%20rates)

Visa costs are eligible for reimbursement on the basis of costs incurred as evidenced by a paid invoice.

Compulsory vaccination, as per national legislation of the Partner country, is eligible as evidenced by a paid invoice.

Travel of the RTA within the Partner country and minimum 25 km from the duty station must be identified and budgeted separately. Whenever appropriate and possible, the use of public transport is mandatory. Such costs will be reimbursed on the basis of costs incurred as evidenced by a paid invoice.

Moreover, the RTA may accompany the Beneficiary staff to a study visit in the Member State. The only additional costs eligible in this case are the return travel fare and, if required, the hotel accommodation. Such additional costs will be reimbursed on the basis of costs incurred as evidenced by a paid invoice. These costs must be identified and budgeted separately.

### **3.2.3. Reimbursement of Schooling fees**

For the purpose of determining eligible costs for compensation of schooling and travel allowances a 'dependent child' as defined under the legislation of the given Member State is the RTA's or the RTA's spouse's legitimate, natural, adopted or foster child, established by legal decision and who actually moves with him/her to the country of assignment. This definition also applies to a child for whom an application for adoption has been lodged and the adoption procedure started.

If the RTA moves to the place of assignment accompanied by dependent children, costs for schooling can be reimbursed by the project budget provided that the tuition is defined as per the rules for full-time schooling in the Partner country or in case no such rules exists as a minimum of 16 hours of teaching per week for a minimum period of three consecutive months.

Enrolment fees, exam fees, transport to and from school provided by the school and itemised in the school fees, and cost of books and other material required for participation in compulsory classes is reimbursed whilst costs of private transport to and from school, school meals, uniforms, after-school or other extra-curricular classes and activities and non-compulsory school trip are not eligible and will not be reimbursed by the project.

School fees are reimbursed up to a ceiling of EUR 18 600 per child and per school year. Reimbursement shall be based on itemised bills, accompanied by a document, duly certified by the educational establishment in question, providing the name and surname of each child, the sum incurred per child and the currency; the date of the payment to the educational establishment, the school year and the period covered (month, term, semester).

Fees will vary according to the age of the child. Childcare costs are not eligible for reimbursement.

Reimbursement will be based on actually incurred costs and itemised bills and the RTA must provide the following information, in a document duly certified by the educational establishment in question:

- first name and family name of each child
- the sum incurred per child
- the date on which payment was made by the RTA

- the currency in which payment was made
- the relevant academic year and the period covered (month, term, semester)

The reimbursement will be based on real costs as evidenced by a paid invoice.

### **3.2.4 Reimbursement of Removal Costs**

The Twinning project can reimburse, on the basis of an invoice, the costs related to the removal of part or all of the RTA furniture and personal effects (including car) between the place of regular employment and the place of assignment, at the beginning and at the end of the assignment. Full risk insurance costs for the transport of personal effects, household contents, and vehicle (if applicable), should be included in the offer for removal.

The reimbursement based on the real costs based on the cheapest of three offers provided by removal companies. Reimbursement will be based on actually incurred costs and itemised bills as evidenced by a paid invoice.

In case of replacement of the RTA in the course of the implementation of a Twinning project for reasons other than force majeure (as defined in General Conditions article 11.8) removal costs of the incoming RTA are not reimbursed if the outgoing RTA benefited from such reimbursement.

#### **Note:**

- The same terms apply to removals back to the home country, which must take place within three months of the end of the period of secondment.
- Costs resulting from any delay in the delivery of freight by any means will not be reimbursed.
- Any dispute between RTAs and a removal/storage company, regarding any aspect of removal/storage or payment, is the sole responsibility of RTAs.

### **3.2.5. Leave Entitlement**

The MS may be compensated for costs incurred for leave entitlements of the RTA for the time of his assignment in the Partner country based on 2.5 working days per month of completed service (i.e. 30 days per year). Regarding public holidays RTAs will be entitled to take leave on public holidays of the country. The public holidays will be the same as those allowed for counterpart Beneficiary officials in the administration with which they work.

Concerning special leave, the RTA may be accorded special leave in accordance with the rules regulating his/her assignment between him/her and his/her home administration. Leave authorisation must be obtained from the Member State PL in writing and in advance.

### **3.2.6 Fiscal situation of RTAs**

The Resident Twinning Adviser (RTA) must observe the national tax legislation of his/her home country with regard to income earned during the period of secondment in the Partner country.

The possible exemptions from customs duties, import duties, taxes and other fiscal charges for the RTA are usually governed by the Framework and/or Financing Agreement signed between the Commission and the Beneficiary, regarding the EU financial assistance to the country.

### 3.3 Costs for short-term experts working in the Partner country

#### Unit cost for compensation for remuneration and non-wage costs

Member States shall be compensated with a flat daily allowance for the absence from duty of officials or assimilated agents who act as short-term Twinning experts, which means experts working for less than 29 consecutive calendar days on the assignment.

The flat daily allowance to be paid to Member States to compensate the absence from duty of officials or assimilated agents acting as short-term Twinning experts is as defined in Annex B. A short-term expert input is defined as assignments for the benefit of the Partner country.

Missions of the Member State Project Leader and support staff to the Partner country as / in the capacity of short-term experts can be covered by the project's budget if linked to work plan preparations and updates, participation in communication programme related actions and to the Project Steering Committee meetings.

Fees can be paid for travel days when work is performed in the Partner country - full or half working days only will be taken into account. However, fees are never paid when travel takes place during weekend. This must be considered when calculating the costs for short-term inputs and budgeting the appropriate working days.

#### Allowances for short-term experts

#### Unit cost compensating daily subsistence expenditures

A Member State can pay its officials or assimilated agents a subsistence allowance when they are on mission to the Partner country. The maximum amount of this allowance corresponds to the *per diem* rate for the Partner country published by DG INTPA and applicable at the time of signature of the Twinning Grant Contract.

Per diem rates are communicated by the Commission Headquarters to the National Contact Points in the Member State and in the Partner country. They are based on the list which is available on INTPA website<sup>39</sup>. They are maximum rates; lower rates may be agreed and applied in a Twinning contract.

Per diems are payable on the basis of the number of hours spent on the mission, i.e. outside the expert's normal place of posting. Per diem may only be paid in full or in half (no other fractions are possible). A full per diem shall be paid for each 24-hour period spent on mission. Half of a per diem shall be paid in case of a period of at least 12 hours but less than 24 hours spent on mission. No per diem shall be paid for missions of less than 12 hours. Travelling time is to be regarded as part of the mission<sup>40</sup>.

#### Unit cost for compensating Travel

As a general rule, when planning missions to the Partner country, the Member State should consider the ecological footprint of the project and seek to optimise travel (e.g. combine training with participation in project events such as the Steering committee/kick-off meetings, etc.).

<sup>39</sup>[https://ec.europa.eu/international-partnerships/documents-library\\_en?keyword=per%20diem%20rates](https://ec.europa.eu/international-partnerships/documents-library_en?keyword=per%20diem%20rates)

<sup>40</sup> Boarding passes for flights, as well as train tickets or receipts from petrol stations (for travelling by car) may be accepted not only as proof of travelling but also for identifying the starting/ending time of the travel. However, the contracting authorities may use other means that could provide a more accurate calculation of the starting/ending time.



Each time a Member State official or assimilated agent is dispatched to the Partner country to act as a short-term expert, travel costs should be compensated on the basis of a travel allowance established based either on the economically most favourable quote among those provided by three travel agencies gathered by the MS administration, or on the quote provided by the entity of the MS administration selected by competitive procedure in charge of travel arrangements.

The unit costs shall be agreed between the contracting parties for the purpose of signing the Twinning contract.

In case of travel by air from the MS to the Partner country, as a general rule, air travel will be in economy class or equivalent. However, air travel may take place in business class or equivalent, at the lowest available rates, taking into account the times of meetings and/or special features of the mission, if the outward or return journey includes at least one segment involving at least four hours' continuous flying time.

In case of travel by car from the MS to the Partner country, the Contracting Authority and the MS will at contracting stage establish the compensation per trip for such travel.

Transport to and from the airport of the city where the expertise is to be delivered is considered as local transportation and is covered by the daily subsistence allowance fixed at a maximum of the DG INTPA per diem rate.

Travel of Member State experts within the Partner country and minimum 25 km from the duty station must be identified and budgeted separately. Whenever possible, the use of public transport is mandatory. Such costs will be reimbursed on basis of costs incurred as evidenced by a paid invoice.

Visa costs are eligible for reimbursement on basis of costs incurred as evidenced by a paid invoice.

Should a unit cost not have been established for a travel route at the stage of contracting, the travel will be covered on the basis of reimbursement of costs incurred as evidenced by a paid invoice.

### **3.4 Costs for Assistants to the RTA**

#### Unit cost for compensating the RTA assistant(s)

An RTA is normally supported by one, and exceptionally more, full-time administrative or language assistant(s), or by an assistant who performs both the role of administrative and language assistant, whose monthly payment(s) shall be budgeted as monthly unit costs, based on the value of the contract(s) signed divided by months of contract duration, following a procurement procedure and established on a case-by-case basis taking into consideration conditions prevailing in the Partner country and indications provided by the local EU Delegation.

The selection and award procedures shall follow the provisions of Annex A4 of the Twinning Grant Contract and minimum three candidates should be considered / short-listed. It is strongly recommended to interview the short-listed candidates.

As for any input by the Beneficiary, costs related to the assistant(s) made available to the RTA at the beginning of implementation of the project (see section 4.2.6 of the Twinning Manual) cannot be covered by the Twinning budget. Similarly, if the RTA assistant is seconded by the Beneficiary the corresponding costs are not eligible for funding through the Twinning project.

#### Additional costs for the RTA language assistant

Upon an agreement with the Contracting Authority, the RTA language assistant may join the study visit to the Member State if his/her participation is cost-effective for the project, and leads to lower interpretation/translation costs for the activity. In such a case, the RTA language assistant is eligible for reimbursement of the same costs as the Beneficiary staff described in point 3.5 below.

### **3.5 Costs for Beneficiary staff in Member State(s)**

Unit cost for compensating travel and daily subsistence allowance for Beneficiary members of staff attending activities organised in a Member State (study tours, internships). Such costs are eligible and compensated on exact same conditions as per 3.3.

Costs for travel within and/or between Member States as part of the study programme are eligible.

For traineeships or internships lasting more than 28 days, however, the daily subsistence allowance shall be reduced by 50% as of the 29<sup>th</sup> day.

No compensation for absence from duty will be paid.

### **3.6 Costs for exceptional contribution from another Partner country staff in the Partner country**

Selected experts from a Partner country not party to the current Twinning project, may participate in the project upon agreement between the Member State PL, Beneficiary PL and the Contracting Authority.

The eligible costs under this item will include travel, accommodation, per diem and a flat rate allowance, as defined in the Annex B.

### **3.7 Costs for Private Sector input**

Member State Partners are not allowed to subcontract **key activities** of the Twinning project, which must in all cases remain the sole prerogative of the public sector actors of the Member State Partners.

Where a Member State Partner is unable to carry out an activity necessary for the implementation of the Twinning project and provides adequate certification to that effect, this activity may be subcontracted. This could be the case, for example, for software design or development, for which private sector specialist input would be essential for the achievements of the Twinning project.

All services to be subcontracted must be included in the budget of the Twinning Grant Contract with an annotation indicating clearly by which authority the item will be contracted

and paid. Private sector experts included in the Twinning Grant Contract as described above must be budgeted based on their fees (invoices) and are **not** eligible for Twinning Project Support Cost. All invoices and supporting documents related to private sub-contractors input must be kept for expenditure verification and audit purposes. The reimbursement will be based on real costs as evidenced by a paid invoice.

The selection of private sector sub-contractors must comply with the rules and procedures described defined in Annex A4.

The maximum costs for input from the private sector is € 5,000 per component under the budget heading for mandatory results/outputs.

### **3.8 Other costs linked to activities in the Partner country**

For all procurements, the rules and procedures under Annex A4 apply.

#### Costs for Beneficiary staff

As a general rule, no cost related to the participation of Beneficiary staff in activities (or their follow-up) organised in the Partner country can be covered by the Twinning project. It is an obligation of the Beneficiary administration to ensure that its officials can profitably attend those activities.

However, the exception from the above rule can be made with the agreement of the Contracting Authority (and the EUD, if different from the Contracting Authority).

The following categories of costs could be subject to eligibility after derogation approved by the Contracting Authority for a maximum limit of EUR 20 000:

- Small catering
- Office supplies
- Local transport for Partner Country officials (for local travel beyond 25 km)

#### Training and conference venues

The main costs of activities implemented in the Partner country are those covering transport, subsistence allowance and daily allowance of Member State experts (see above).

The Beneficiary administration shall make available, free of charge, appropriate venues for all activities performed in the Partner country. In justified cases, where adequate venues are not available or the type of activity requires a specific environment (laboratories, training centres, etc.), venue renting costs are eligible for funding by the Twinning budget. Costs should be defined under the appropriate budget heading and sub-headings. In Annex A3 of the Twinning Grant Contract and if the need is identified only at the implementation stage, the issue can be defined in the work plan and the contingency reserve funds activated. The reimbursement will be based on real costs as evidenced by a paid invoice.

#### Translation and interpretation

If the translation and interpretation services necessary for the implementation of activities cannot be provided by the Beneficiary administration with own resources, their cost can be covered by the project's budget as private sector input and foreseen under the relevant budget heading and sub-heading (component and activity under this). Such interpretation costs shall

be compensated based on an invoice evidencing the real costs and based on a procurement procedure entailing receipt of three offers.

The Beneficiary administration informs the Contracting Authority or the EUD (when the EUD is not the Contracting Authority), during the contract preparations of such needs. Costs should be defined under the appropriate budget heading and sub-headings. In Annex A3 of the Twinning Grant Contract and if the need is identified only at the implementation stage, the issue can be defined in the work plan and the contingency reserve funds activated.

If the volume of translation and/or interpretation requested through a Twinning project is expected to be considerable, it may be envisaged instead recruit a full-time or part-time language assistant. The provisions for the recruitment of the RTA assistant (see section 4.1.6.10 of the Twinning Manual) also apply for the recruitment of the language assistant.

The reimbursement will be based on real costs as evidenced by a paid invoice.

#### Equipment and office supplies

Twining projects do not include the purchase of equipment. The Beneficiary is solely and entirely responsible for providing all necessary office equipment to ensure effective working conditions for the project and, in particular, for the RTA and the RTA assistant(s).

In exceptional and duly justified cases, small items of essential supplies (e.g. small laboratory testing consumables or facilities, etc.) can be eligible for reimbursement, within the global ceiling of EUR 20 000 foreseen for the purchase of goods. See also sub-section 4 below.

Goods purchased with project funds become the property of the Beneficiary at the end of the project provided a handover certificate is signed by both PLs and the item/s is/are registered in the asset register of the Beneficiary.

The selection of providers shall follow the same approach foreseen for intangible supplies Rules of nationality and of origin applicable to the European Union programme funding the Twinning project apply.

The reimbursement will be based on real costs as evidenced by a paid invoice.

#### Communication and Visibility

Costs for implementation of the Communication and Visibility plan will be reimbursed based on real costs as evidenced by a paid invoice.

For purchases, see Annex A4.

### **3.9 Other costs linked to activities in the Member State**

It is specifically noted that visits to non-EU Member States cannot be covered by a Twinning grant contract.

Although the bulk of activities of a Twinning project shall take place in the Partner country, if necessary some of them can exceptionally take place in a Member State.

Activities organised in a Member State are mainly study visits; traineeships and internships can also be foreseen, if specifically justified. The usefulness of organising activities in a Member State rather than in the Partner country shall always be considered in the light of efficiency, effectiveness and sound financial management and duly justified as necessary for

achieving the mandatory results/outputs. The same criteria apply to the definition of the number and profile of Beneficiary officials involved in such activities. Any study visit must be evaluated and followed up by the Beneficiary participants.

A Member State may also propose a limited number of internships in its own administration for selected Beneficiary officials if these are considered to contribute to the further reinforcement of the structural links between the administrations involved in the Twinning project. Internships differ from study visits not only in number of participants and duration, but also in methodology (following the Member State peers in their day-to-day tasks).

Activities implemented by short-term experts from their Member States via video-conferencing are allowed.

The RTA may accompany the Beneficiary staff to the study visit in the Member State (see section 3.2.2 above for details). The same is valid for the RTA language assistant under the conditions described in section 3.4 above.

Certain dedicated Member State training institutions delivering intensive highly specialised training operate on a fee basis for any trainee; in such cases, fees are eligible. If these fees include accommodation or/and meals, the corresponding amounts must be deducted from the per diem paid to the participants in order that the total amount paid does not exceed the applicable per diem rate.

### **3.10 Commission Headquarters Training**

The RTA receives preparatory training at the Commission Headquarters, prior to, or shortly after secondment to the Beneficiary country, including on the technical provisions of the Twinning Manual (see section 4.1.6.6 of the Twinning Manual).

Ideally, the RTA should attend the training during the period between the award of the Twinning Grant Contract and the finalisation of the initial work plan. Invitations to attend the training are issued by the Twinning Coordination Team.

Costs related to the participation in the training (travel and per diem for Belgium) are eligible for reimbursement and can be included in the budget together with the other budgeted costs for the RTA related costs.

The Beneficiary PL or the RTA counterpart can attend the training together with the RTA of the same project. Costs (travel and per diem for Belgium) can be financed by the budget of the project (as for the RTA). Attendance of the Beneficiary PL cannot be deputised to a third person, except to the RTA counterpart. The training being in principle given in English and French (simultaneous interpretation may be provided), persons who do not master either of these languages should refrain from attending.

Participation of the Beneficiary PL or of the RTA counterpart must be agreed with the Member State PL, who will be responsible for the logistical arrangements of such participation and will include the corresponding costs in the budget according to the same provisions applicable to the RTA.

Member State PLs may also attend the training if interested, but the corresponding costs are not eligible for reimbursement by the Twinning budget.

The Commission Headquarters training may take place as a hybrid event or a fully virtual training. In that case, the funds initially foreseen for the participation in the Commission HQ training may be re-allocated to other project activities.

### **3.11 Twinning Project Support Costs**

*Flat rate for compensating Twinning Project Support Costs*

Please, see Annex B.

*Twining Project Support Costs if consortium*

When a Twinning project is implemented by a consortium, the lead Member State shall transfer to the junior Member State(s) a share of the compensations for Twinning project support costs and for indirect costs proportionate to its/their participation in the work performed in the Partner country. The lead Member State may retain a reasonable part of the compensations to cover the additional work and costs incurred due to its leadership. To avoid possible misunderstanding between consortium partners, the consortium agreement (see section 5.4.2 of the Twinning Manual) should lay down clear and precise modalities for the sharing of these compensations. The members of the consortium elaborate this agreement independently without any advice or interference from the Contracting Authority, the Beneficiary administration or the Commission services.

### **3.12 Indirect costs**

Flat rate for compensating indirect costs:

A flat rate of **6%** of total eligible direct costs is compensating the Member States for:

- Costs related to time devoted to support the drafting of interim and final reports;
- Other costs such as training provided to officials, office space and equipment, human resources management, general management and administrative costs of the Member State linked, among other things, to accounting or book-keeping or invoicing.

### **3.13 Costs for Expenditure Verification**

A final report shall be accompanied by an expenditure verification report produced by an auditor approved or chosen jointly by the Contracting Authority and the Member State. Ideally, the auditor should already be identified at the time of contracting as per Article 5.2 of the Twinning Grant Contract. If not possible, the auditor can be chosen at a later stage and the information added to the contract.

The expenditure verification report shall be drafted according to Annex A6 of the Twinning Grant Contract. The expenditure verification report shall be submitted no later than three months after the conclusion of the implementation period of the project and in any case before the expiration of the execution period.

Costs for expenditure verification shall be budgeted under horizontal costs as a maximum amount.

## **4. Facilities provided by the Beneficiary administration**

The Beneficiary must provide free of charge to the Member State experts, including the RTA and the RTA assistant(s), with a number of facilities for daily management of the project.

It is strongly recommended that the Contracting Authority as part of the preparations of the project analyses the facilities available and forwards a description of these when circulating

the Twinning Fiche, since this will enable the Member State to propose additional measures as part of their proposal.

The analysis and the subsequent description should in particular include:

- office space including chairs, tables, air-conditioning etc.;
- computers including laptops and photocopiers;
- software and licenses including email systems and Internet access (enabling speedy communication);
- security measures linked to infrastructure and/or communication systems;
- secretarial support;
- venues for conferences, training and workshops;
- information access rights relevant to the assignment.

Should facilities currently not be adequate but the Beneficiary administration has undertaken a commitment to upgrade these, the Contracting Authority should evidence that the plans for such upgrade is timely in order to host the Twinning RTA and RTA assistant(s) and offer meeting and conference facilities etc. as required by the project, from the first day of activity.

Following agreement with the Contracting Authority (or the EUD when the latter is not the Contracting Authority) purchasing some of the items (such as computers, tables, chairs, air-conditioning, etc.) that are essential to Member State experts' work is allowed in cases where the Beneficiary administration is not able to provide such equipment. The global ceiling for the purchase of goods and other provisions mentioned above in point 3.8 apply.

## 5. Project reporting requirements

Proper project reporting is essential to ascertain effective follow up of implementation, to evaluate results in realistic terms and to provide quality information for future programming of domestic reforms and of external assistance. The language used for the Twinning Grant Contract (see section 3.1.1 of the Twinning Manual) shall also be the language used for reporting purposes.

Two types of reports are foreseen in the framework of Twinning. An interim quarterly report (see template in Annex C4) shall be presented for discussion at each quarterly meeting of the Project Steering Committee. A final report (see template in Annex C5) shall accompany the request for payment of the balance of the grant. All reports shall be signed by the Member State PL and by the Beneficiary PL and submitted by the Member State PL to the Contracting Authority, with copy to the EUD (when the EUD is not the Contracting Authority).

Project reports shall focus on the implementation of the Twinning project, specifically on the progress (or lack of) made towards the achievement of mandatory results/outputs, the outcomes and the expected contribution to influence the long-term impact, but also place it in the context of related initiatives within the same programme and/or the same sector and hence be shared with other entities engaged in the sector – if so agreed between the parties. Twinning reports should be considered one of the information sources for sector or programme-level programming and monitoring.

The Member State is in charge of drafting both interim and final reports. The Beneficiary administration shall be fully involved in the process of drafting the report and shall be given appropriate time to comment on the drafts, so that at the signing of the report the Beneficiary PL fully endorses its content.

Reports must reflect not only the assessment of the Member State PLs on the progress of the Twinning project, but shall also incorporate information provided by the RTA, by the Beneficiary administration and from other sources of information.

All reports shall have a narrative section and a financial section. They shall include, as a minimum, the information detailed in sections 5.5.2 (interim reports) and 5.5.3 (final report) of the Twinning Manual. If minimum reporting requirements are not met, the Contracting Authority, in agreement with the EUD (when the EU it is not the Contracting Authority) and the Twinning Coordination Team, can decide to review or suspend funding of the Twinning project.

Reports must be submitted by the foreseen deadlines. They are deemed approved by the Contracting Authority in the absence of any feedback within 30 days following their formal submission. This approval by the Contracting Authority does not prejudice the eligibility of experts nor other cost items, which will only be verified at the expenditure verification stage or later audits.

Should a decision be taken to only have the **extensive** narrative reporting section every 6 months (see 5.5.2.2) then only an executive summary (progress achieved, recommendations, corrective measures to be decided upon in order to ensure the further progress) will be presented at the **quarterly** Steering Committee. A financial report should however – even in the case of the extensive narrative report being presented only every 6 months – still be presented and approved by the SC and the Contracting Authority.

It may be requested that reporting should be done via an electronic system. The Contracting Authority will inform the lead Member State of this requirement if applicable.

## 5.1 Quarterly interim reports

Quarterly interim reports are essential tools to monitor the implementation of a Twinning project and can contribute to facilitating the management of the Twinning project. The reporting period broadly coincides with the three months between two successive Project Steering Committee meetings.

The narrative section shall offer insight into the activities performed, give evidence of the work done and provide information on overall progress towards the achievement of the mandatory results/outputs, direct influence to the achievement of the specific objectives (outcomes) and indirect influence to the achievement of the general objectives (impact). It shall also mention possible shortcomings and delays, elaborate on the evolution of risks and assumptions originally identified and propose adjustments and remedies, as necessary and in particular summarise decisions needed to be taken at the Project Steering Committee meeting. Furthermore, the narrative section shall:

- include an executive summary of progress achieved and provide precise recommendations and corrective measures to be decided on in order to ensure further progress;
- describe progress achieved in the implementation of the Twinning project for the period covered by the report, making direct reference to the timetables, targets and performance indicators as set out in the work plan and highlighting any previously unforeseen activities or activities that have been cancelled;
- update on the aspects influencing project implementation;
- update on the assumptions and risks for project implementation;



- describe the implementation process (dynamics of the overall sector reform situation and project-related developments, significant challenges and difficulties encountered);
- make an overall assessment of the progress achieved, including an explicit judgement on the likelihood of fully completing the project within the remaining time frame and budget;
- provide precise recommendations and corrective measures, if needed.

Specific reference should be made to the progress made towards the achievement of the mandatory results/outputs, the direct influence to the outcomes and on the likelihood of indirectly influence on the expected impact as outlined in the Twinning Fiche. With performance measurement based indicators set in the initial work plan, the persisting adequacy of those indicators should also be confirmed.

The financial section shall document the actual expenditure in relation to budgeted costs, detailing all items of expenditure incurred in the period covered by the report and indicating for each item the title/description, the amount in euro, the relevant budget headings and components and any reference to supporting documents.

The quarterly interim report shall be submitted for discussion at each meeting of the Project Steering Committee. To offer to participants the opportunity to examine the document, the draft interim report shall be sent by the Member State PL two weeks before the meeting to the Beneficiary PL, to the Contracting Authority and to the EUD. At the latest one week after the meeting, the quarterly interim report must be formally submitted to the Contracting Authority for approval.

## **5.2 Bi-annual narrative report**

The Member State PL can decide that an extensive narrative section (covering the main elements mentioned in the previous section) is provided only for every second quarterly interim report, covering a time span of six months. In such a case, on the occasion of the first Project Steering Committee the Member State PL informs accordingly the Contracting Authority, the Beneficiary PL and the EUD (when the EUD is not the Contracting Authority). This approach does not exclude that issues requiring speedy examination or of particular relevance are mentioned in those interim reports, which do not foresee a detailed narrative section.

A detailed financial section must be included in every quarterly interim report, even when the extensive narrative section is not included.

## **5.3 Final report**

In addition to describing the implementation of the whole Twinning project, the final report serves three purposes: evaluation, recommendation and accountability. It is an overarching document which records the results achieved by the Twinning partners and the contribution to the reform process in the given area of action in the Partner country and suggests possible follow up actions.

The narrative section of the final report shall extensively put in relation the implementation of the project, positioning it in the more general framework of sectorial developments in the Partner country.

Furthermore, the narrative section of the final report shall:

- provide an overview of the developments in the sector concerned during the implementation period of the Twinning project;
- provide an assessment of the project mandatory results/outputs taking into account the project contribution to the developments;
- include an executive summary of the Twinning project and identify decisions required for the sustainability of the achieved mandatory results/outputs;
- assess the key challenges remaining at sector level;
- describe the implementation process (including in particular challenges and difficulties encountered);
- confirm the achievement of results, production of mandatory results/outputs and the influence on impacts, using the indicators of the work plan and/or Twinning Fiche (in case of non-achievement of a result, a detailed explanation must be provided);
- provide an assessment of the longer-term impact of the project on the overall objectives/impact as defined in agreements between the EU and the Partner country);
- inform on all communication and visibility actions and communicate on their impact;
- identify lessons learnt (project design, process, actual delivery of results, etc.), which could be of interest for similar Twinning projects;
- provide evidence of transfers of ownership (if applicable).

The financial section of the final report shall contain the same information provided in the financial section of quarterly interim reports, but refer to the whole implementation of the project. A final statement concerning all eligible costs incurred, as well as a comprehensive summary statement of the project's expenditure and payments received, should be included. The final report shall be accompanied by an expenditure verification report.

The final report, together with the expenditure verification report and the request for final payment, shall be submitted to the Contracting Authority no later than three months after the conclusion of the implementation period as defined in Article 2.2 of the Special Conditions of the Twinning Grant Contract, i.e. within the execution period of the contract. If possible, the auditor should be identified at the time of contracting. If this is not possible, the auditor can be chosen at a later stage and the information added to the Twinning Grant Contract.

The expenditure verification report shall be drafted according to Annex A6 of the Twinning Grant Contract.

With the submission of the expenditure verification report, the Member State is exempted from submitting original documentary evidence (invoices) to the Contracting Authority when requesting the final payment.

If the Member State fails to provide the Contracting Authority with a final report by the deadline specified above, and fails to provide an acceptable and sufficient written explanation of the reasons why this obligation could not be complied with, the Contracting Authority may terminate the Twinning Grant Contract in accordance with section 5.10.2 of the Twinning Manual and Article 12.2 of the General Conditions of the Twinning Grant Contract and recover the non-substantiated amounts already paid to the Member State.

Audits conducted by the EC even if the Expenditure Verification Report exists cannot question the amount fixed in the contract (as defined above under Art.3 on Eligible costs above). Regarding the unit costs and other flat rates they should analyse that the activities triggering such cost items took place.

In case the Contracting Authority or the EUD (when the EUD is not the Contracting Authority) decides, nevertheless, to conduct a check of payments and accounts of a Twinning project, original documents shall be made available except for the flat rates defined as Twinning Project Support Costs and the indirect costs.

ANNEX A8: Mandate (if Member States have formed a consortium)

*The following text is indicative only. Member State Partners are free to use their own text/wording to mandate responsibility to the Member State lead Partner, provided that the same content is included.*

The undersigned, on behalf of the administration of the junior Member State ..... agrees to implement the actions assigned to him/his/her organisation in the Twinning Grant Contract. He/she mandates ....., PL, to take full responsibility for the implementation of the said Twinning Grant Contract, to make all commitments and take all decisions on his/her behalf in the interest of the successful conclusion of the entire Twinning project, and with due respect to the consortium agreement concluded by its members.

Signed by a representative of the administration of the junior Member State Partner:

Endorsed by a representative of the administration of the Member State lead Partner:

<b>ANNEX A9: Curricula Vitae and Declaration of Availability of the RTA</b>
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CVs for the MS RTA(s) and Component Leaders and their counterparts must be compiled following the template available on the "Europass" webpage: <http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions> and should ideally be limited to three pages.

### DECLARATION OF AVAILABILITY<sup>41</sup>.

I, the undersigned, hereby declare that I agree to exercise the role as RTA for the above-mentioned Call for Proposal.

I declare that I am able and willing to work for the full period set for the RTA-position for which my CV has been included.

I confirm that I do not have a confirmed engagement for any other project (as RTA or long term expert), or any other professional activity, incompatible in terms of capacity and timing with the implementation period foreseen for the Twinning Grant in question.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform the Member State Project Leader of any change in my situation.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

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<sup>41</sup> To be completed by the RTA

## ANNEX B: UNIT COSTS AND FLAT RATES

**Based on the Commission Decision 1122 of 2017 - COMMISSION DECISION authorising the reimbursement on the basis of unit costs and flat-rates in the framework of Twinning projects implemented by Member States through peer-to-peer administrative cooperation and for financing of Technical Assistance and Information Exchange's activities**

**Link:** [https://ec.europa.eu/transparency/documents-register/detail?ref=C\(2017\)1122&lang=en](https://ec.europa.eu/transparency/documents-register/detail?ref=C(2017)1122&lang=en)

## ANNEX C: TEMPLATES

*The following templates are intended as guidance to facilitate the channelling of precise and unambiguous information. Texts may be adapted to take account of specific circumstances.*

ANNEX C1	Twinning Fiche
ANNEX C1a	Levels of Intervention Logic and simplified LogFrame
ANNEX C1bis	Twinning Light Fiche
ANNEX C2	Twinning Proposal
ANNEX C2bis	Twinning Light Proposal
ANNEX C3	Oral presentation in the Selection Meeting in the Beneficiary country
ANNEX C4	Twinning Interim Quarterly Report
ANNEX C5	Twinning Final Report
ANNEX C6	Twinning Administrative Compliance and Eligibility Grid
ANNEX C6bis	Twinning Light Administrative Compliance and Eligibility Grid
ANNEX C7	Evaluation Grid Twinning selections
ANNEX C8	Twinning Light Selection Fact Sheet
ANNEX C9	Standard Twinning Publication of the Call for Proposals on the Internet
ANNEX C9bis	Twinning Light Publication of the Call for Proposals on the Internet
ANNEX C12	Template for Addenda
ANNEX C13	Template for side letters
ANNEX C14	Instructions for preparation of side letters, work plans and Addenda
ANNEX C15	Template for Rolling work plan
ANNEX C16	Guidelines for Fact Finding Missions
ANNEX C17	Template for Self-certification for Mandated Bodies
ANNEX C18	Declaration of Impartiality and Confidentiality
ANNEX C19	Communication and Visibility Template



## ANNEX C1: Twinning Fiche<sup>42</sup>

**Project title:** The title must be short, clear and meaningful (acronyms to be used only if self-explanatory)

**Beneficiary administration:** Designation of the Beneficiary administration in the Beneficiary country

**Twining Reference:** The Twining Reference Number has the format "MN 14 IPA TR 01 17" or "AZ 15 ENI JH 02 17"

**Publication notice reference:** The publication notice reference will be completed by the European Commission

**EU funded project**

***TWINNING TOOL***

*(It is recommended that the complete Twinning Fiche should not exceed 10 pages, excluding annexes)*

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<sup>42</sup> In case of different language versions of the Twinning Fiche it must be clearly indicated which language version prevails.



## 1. Basic Information

- 1.1 Programme: *Indicate financing decision reference and year, specify management mode (direct or indirect management, with ex-ante or ex-post control)*

*For projects financed by a basic act under the 2014-2020 or previous MFFs, 11th or previous EDF, until further notice please insert:*

**For UK applicants:** Please be aware that following the entry into force of the EU-UK Withdrawal Agreement<sup>43</sup> on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014<sup>44</sup> and Annex IV of the ACP-EU Partnership Agreement<sup>45</sup>, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom<sup>46</sup>. Those persons and goods are therefore eligible under this call.

- 1.2 Twinning Sector: *Please consult the specific Twinning sectors' list.*

- 1.3 EU funded budget: *Maximum amount of the grant under IPA/ENI/ENPI (only for Financing decision until 2013)*

- 1.4 Sustainable Development Goals (SDGs): *Please indicate which SDG this project is contributing to address.*

## 2. Objectives

### 2.1 Overall Objective(s):

*There should be only one overall objective. Exceptionally, more than one objective might be used if this adds clarity and enhances logic.*

*The **Overall Objective** should explain why your project is important to the Beneficiary. It should do this by referring to the longer-term benefits anticipated for direct beneficiaries, and to the wider benefits foreseen for the Beneficiary at large. Your project alone is not expected to achieve the overall objective since this might be an overall sector reform process that will require the impact of other projects and programmes, and possibly actions by other donors as well.*

### 2.2 Specific objective:

*There should only be one specific objective for each project. Exceptionally, more than one specific objective might be used if this adds clarity and enhances logic*

**Remember** *Try to aim for one single specific objective for each project. The Project Specific Objective is the single, central objective of the project. It should be described in*

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<sup>43</sup> Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

<sup>44</sup> Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

<sup>45</sup> Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

<sup>46</sup> Including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU.

*terms of the sustainable benefits that will be delivered to the project's target beneficiaries.*

- 2.3 The elements targeted in strategic documents i.e. National Development Plan/Cooperation agreement/Association Agreement/Sector reform strategy and related Action Plans

### **3. Description**

- 3.1 Background and justification:

*Fundamental information is to be included in this section to ensure the EU member state(s) (MS) can understand what is expected from their assistance. Describe the area of competence, mandate and organisational structure of the Beneficiary administration, indicating strengths and weaknesses. If several institutions are involved, specify their relationship for the implementation of the project, and indicate whether the project will lead to a change in the institutional set-up.*

*The existing domestic legal framework shall be outlined with reference to the legislation/directives/standards which might affect or be affected by the Twinning project.*

- 3.2 Ongoing reforms:

*Describe the framework (policy dialogue, sector monitoring frameworks/sector working groups) in which the Twinning project will be implemented, explaining your country's efforts in sector reform(s). Reference can be made to the "specific objectives" in the IPA II and ENI Regulations, with emphasis on the area to be covered by the Twinning project.*

- 3.3 Linked activities:

*Include basic information on (EU or other donors') assistance already provided and/or still available in the medium-to-long term. Describe current or previous EU activities in this area, showing any connections with each other and this project, and indicate how the Twinning project can contribute to the implementation of agreements and/or cooperation frameworks with the EU. Also briefly describe relevant activities currently being undertaken by other parties, such as the government, private sector, civil society or international financial institutions (IFIs).*

*Briefly describe if ongoing horizontal public administration reform (PAR) efforts in the country and whether they are supported by the EU or other donors. Describe specifically how the policy (and legislative) development is being addressed and what are the requirements for impact assessments (regulatory, budgetary) and inter-ministerial and public consultations.*

- 3.4 List of applicable Union *acquis*/standards/norms:

*When appropriate, indicate the correspondence with domestic legislation.*

- 3.5 Components and results per component

*The results described here must correspond to the results recorded in the log frame; describe what will be achieved by the end of the project or each phase of the project and how this will contribute to attaining the project specific objective in a sustainable manner. The indicators of achievement should be quantified, verifiable and time-bound.*

*For inspiration a document developed by NEAR services on "Intervention logic" is attached in Annex C1a.*

- 3.6 Means/input from the EU Member State Partner Administration(s)\*:

*Any description of the suggested arrangements and scheduling shall remain broad enough to offer Member States the possibility to elaborate a proposal of their own, demonstrating the added value of their own methodological approach and comparative advantage of their contribution.*

#### 3.6.1 Profile and tasks of the PL:

*List basic skills requirements,*

*Minimum three years of specific experience*

*University degree or equivalent professional experience of 8 years.*

*Etc.*

#### 3.6.2 Profile and tasks of the RTA:

*List basic skill requirements,*

*Minimum three years of specific experience*

*University degree or equivalent professional experience of 8 years.*

*Etc.*

#### 3.6.3 Profile and tasks of Component Leaders:

*List basic skill requirements,*

*Minimum three years of specific experience*

*University degree or equivalent professional experience of 8 years.*

*Etc.*

#### 3.6.4 Profile and tasks of other short-term experts:

*A common description is sufficient unless a specific profile is required (e.g. IT expert).*

*List basic skill requirements,*

*Minimum three years of specific experience*

*University degree or equivalent professional experience of 8 years.*

*\* Contracting authorities should note that if using "minimum" as reference since proposals not meeting this requirement will have to be considered non-compliant and the joint experience of the team (PL, RTA, Component Leaders) in such cases cannot compensate for the minimum requirement not being met.*

*\* Contracting authorities are invited to carefully consider the level of private sector expert input and define the maximum level accepted if possible.*

## **4. Budget**

*Maximum Budget available for the Grant*

## **5. Implementation Arrangements**

### 5.1 Implementing Agency responsible for tendering, contracting and accounting (AO/CFCU/PAO/European Union Delegation/Office):

*Provide full contact details of the contact person.*

### 5.2 Institutional framework

*Indicate the Beneficiary administration and, if applicable, specify Department/Directorate within the Beneficiary administration.*

*If several, specify their relationship and organisation for the implementation of the project, as well as the coordination mechanism.*

*Indicate whether the results of the project will lead to a change of the institutional framework as described.*

### 5.3 Counterparts in the Beneficiary administration:

*The PL and RTA counterparts will be staff of the Beneficiary administration and will be actively involved in the management and coordination of the project.*

#### 5.3.1 Contact person:

*Specify the name, official position and postal address*

#### 5.3.2 PL counterpart

*Specify the name, official position and postal address of its institution, (no contact details of the person)*

#### 5.3.3 RTA counterpart

*Specify the name, official position and postal address of its institution, (no contact details of the person).*

## 6. **Duration of the project**

*Specify the execution period (number of months).*

## 7. **Management and reporting<sup>47</sup>**

### 7.1 **Language**

The official language of the project is the one used as contract language under the instrument (English / French). All formal communications regarding the project, including interim and final reports, shall be produced in the language of the contract.

### 7.2 **Project Steering Committee**

A project steering committee (PSC) shall oversee the implementation of the project. The main duties of the PSC include verification of the progress and achievements via-à-vis the mandatory results/outputs chain (from mandatory results/outputs per component to impact), ensuring good coordination among the actors, finalising the interim reports and discuss the updated work plan. Other details concerning the establishment and functioning of the PSC are described in the Twinning Manual.

### 7.3 **Reporting**

All reports shall have a narrative section and a financial section. They shall include as a minimum the information detailed in section 5.5.2 (interim reports) and 5.5.3 (final report) of the Twinning Manual. Reports need to go beyond activities and inputs. Two types of reports are foreseen in the framework of Twinning: interim quarterly reports and final report. An interim quarterly report shall be presented for discussion at each meeting of the PSC. The narrative part shall primarily take stock of the progress and achievements via-à-vis the mandatory results and provide precise recommendations and corrective measures to be decided by in order to ensure the further progress.

## 8. **Sustainability**

*The achievements of a Twinning project (from results per component to impacts) should be maintained as a permanent asset to the Beneficiary administration even after the end*

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<sup>47</sup> Sections 7.1-7.3 are to be kept without changes in all Twinning fiches.

*of the Twinning project implementation. This presupposes inter alia that effective mechanisms are put in place by the Beneficiary administration to disseminate and consolidate the results of the project.*

*As concerns Twinning projects that includes support to development of sector policies (strategies and action plans), development of new legislation or amendments (especially Union acquis), the sustainability of mandatory results/outputs is best ensured by ensuring that policy and legislative proposals are backed up by at least basic impact assessments (regulatory, fiscal) and they are consulted with both internal and external stakeholders (inter-ministerial and public consultations), as required by Beneficiary country legislation. Sufficient time should be allocated to this preparatory work during the project, and fast-track adoption procedures of legislation should be avoided, because they risk implementation and enforcement of future legislation.*

*Since results should be sustained the Beneficiary should describe how they in their budget planning (Medium-Term Business Planning (MTBP) or alike) have planned necessary resources ensuring the sustainability.*

**9. Crosscutting issues (equal opportunity, environment, climate etc...)**

*Explain how the project objectives contribute(s) to pursuing gender and human rights policies as well as eventually tackle equal opportunity, environment, climate change minorities, regional coverage, etc.*

**10. Conditionality and sequencing**

*Twining Projects should in general NOT be designed as dependent of outputs/outcomes of other actions disregarding the nature of these actions (procurement of special supplies etc.). If project external conditions for achieving the results of the intervention are not present, should the project be launched?*

*When designing Twinning projects particular attention should be given to actions/activities/events planned under the TAIEX tool and under other EU initiatives.*

*Twining Projects could be interlinked and target different parts of a reform agenda in parallel. This however require that EU and the Beneficiary agree a firm coordination mechanism appointing one of the Project RTAs as the overall coordinator, agree a joint monitoring framework, timely launches the different projects etc. Since such structure likely will entail involvement of more Member State it is generally recommended to only launch such complex projects when the EUD is the Contracting Authority.*

**11. Indicators for performance measurement**

*Definition of project specific, realistic, verifiable targets and indicators complementing point 10. Please list the indicators by components, in line with the mandatory results/sub-results enumerated under 3.5 and the Annex C1a Simplified Logical framework.*

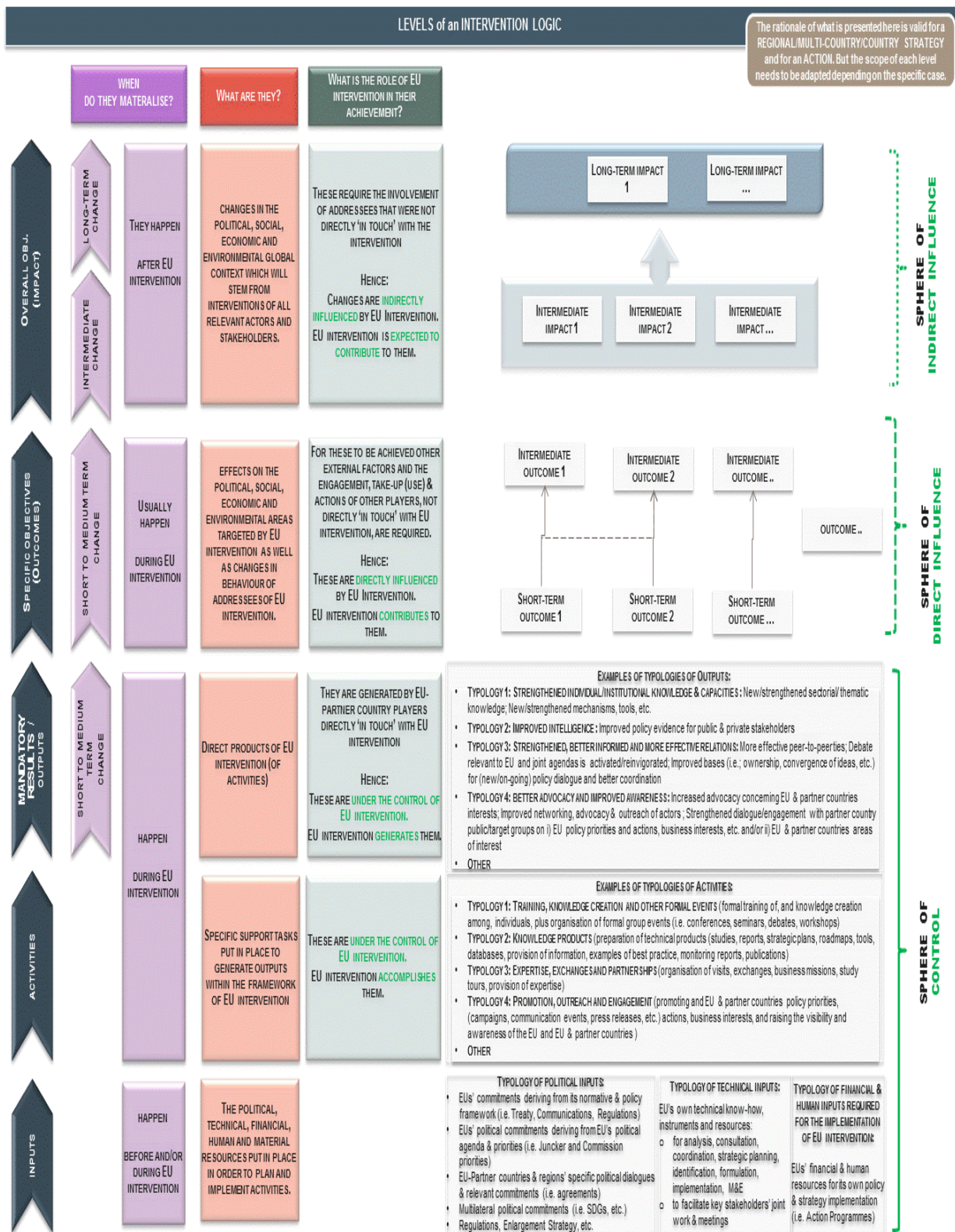
**12. Facilities available**

*Describe in detail facilities that will be made available for hosting the RTA and his/her assistants (infrastructure including meeting rooms, office space, hard and software, security related issues and facilities available for training, seminars, conferences.*

## **ANNEXES TO PROJECT FICHE**

1. The Simplified Logical framework matrix as per Annex C1a (compulsory)
2. Reference to feasibility /pre-feasibility studies. For all investment projects, the executive summary of the economic and financial appraisals, and the environmental impact assessment should be attached (optional)
3. List of relevant Laws and Regulations (optional)
4. Reference to relevant Government Strategic plans and studies (may include Institution Development Plan, Business plans, Sector studies etc.) (optional)
5. Mapping of related interventions by government and/or other actors (if existing)
6. Existing donor coordination framework (if existing)
7. The project/sector monitoring framework (if existing)
8. Sector assessment reports of any kind including publically available reports from other International organisations (SIGMA, IMF, etc.)
9. Project/sector relevant publically available Conclusions/agreements between EU and the Beneficiary resulting from the political dialogue

# ANNEX C1a: Levels of an intervention logic



## Annex C1a : Simplified Logical Framework

	Description	Indicators (with relevant baseline and target data)	Sources of verification	Risks	Assumptions (external to project)
<b>Overall Objective</b>					
<b>Specific (Project) Objective(s)</b>					
<b>Mandatory results/outputs by components</b>					
<b>Sub-results per component (optional and indicative)</b>					

*OVERALL OBJECTIVE: Indicate the global strategic objective which goes beyond the immediate scope of the project but to which the project can contribute. The overall objective should be linked to the general sector reform in the Beneficiary country, as agreed in the framework of the definition of cooperation with the EU.*

*These are the changes in the political, social, economic and environmental global context which will stem from interventions of all relevant actors and stakeholders in the project. These require the involvement of third parties that were not direct beneficiaries of the intervention. Hence, changes are indirectly influenced by EU Intervention.*

*Specific PROJECT OBJECTIVE(S): Identify the specific objective(s) that shall be achieved through the implementation of the Twinning project. These are the effects on the political, social, economic and environmental areas targeted by EU intervention as well as changes in behaviour of Beneficiaries of EU intervention.*

*MANDATORY RESULTS/OUTPUTS: Describe each of the results that shall be achieved by the project, as outlined in the Twinning Fiche. Each mandatory result/output should correspond to a "project component". Please include one line per component.*

*INDICATORS: (with relevant baseline and target data): Provide an indication of how the achievement of each component of the mandatory results, from sub results per component to outcomes (specific objectives) and to impact (overall objective), will be measured. Make sure that the indicators define the following, as appropriate: 1. Value of measurement (Quantity or Quality); 2. Baseline and target (values and times); 3. Actors in charge of data collection and reporting; 4. Target Group; 5. Deadline for reporting; 6. Place. Baseline and target data, as indicated in the Twinning Fiche, to be mentioned in brackets next to each indicator. Indicators may be revised if deemed appropriate when drafting the initial work plan.*



*SOURCES OF VERIFICATION: For every component, specify the sources of information from which evidence can be obtained that the targets have been achieved: e.g. independent reports, surveys, Official Journal, Commission reports, etc.*

*RISKS: Mention external factors which can potentially hinder the successful implementation of the project, including any event beyond the control of the main actors involved.*

*ASSUMPTIONS: Specify the external conditions and/or third parties initiatives which can influence the implementation of the project to the point that only their fulfilment can guarantee its success. These are the necessary and positive conditions that allow for a successful cause-and-effect relationship between different levels of results.*



## ANNEX C1bis: Twinning Light Fiche <sup>1</sup>

**Project title:** The title must be short, clear and meaningful (acronyms to be used only if self-explanatory)

**Beneficiary administration:** Designation of the Beneficiary administration in the Beneficiary country.

**Twining Reference:** The Twining Reference Number has the format "MN 14 IPA TR 01 17 TWL" or "AZ 15 ENI JH 02 17 (AZ/49)TWL"

**Publication notice reference:** The publication notice reference will be completed by the Contracting Authority (PAO/CFCU/EU Delegation/Office)

**EU funded project**

***TWINNING TOOL***

*(It is recommended that the Twining Fiche should not exceed 10 pages, excluding annexes)*

<sup>1</sup> For Twining Light the project Fiche should be detailed as it will form an annex to the Twining Light Grant Contract together with the selected Member State proposal. The Twining Light project Fiche, besides all the data and information mentioned under section 2.1.1, provide also concrete indications on how the work plan should be established, on the suggested schedule of activities, on the profile of short-term experts and on indicators and targets that should be used to ensure the timely achievement of the mandatory results.

## 1. Basic Information

- 1.1 Programme: *Indicate financing decision reference and year, specify management mode (direct or indirect management, with ex-ante or ex-post control)*

For projects financed by a basic act under the 2014-2020 or previous MFFs, 11th or previous EDF, until further notice please insert:

**For UK applicants:** Please be aware that following the entry into force of the EU-UK Withdrawal Agreement<sup>2</sup> on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014<sup>3</sup> and Annex IV of the ACP-EU Partnership Agreement<sup>4</sup>, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom<sup>5</sup>. Those persons and goods are therefore eligible under this call.

- 1.2 Twinning Sector: *Please consult the specific Twinning sectors' list.*

- 1.3 EU funded budget: *Maximum amount of the grant*

- 1.4 Sustainable Development Goals (SDGs): *Please indicate which SDG this project is contributing to address.*

## 2. Objectives

### 2.1 Overall Objective(s):

*Normally, there should be only one overall objective. Exceptionally, more than one objective might be used if this adds clarity and enhances logic*

*The **Overall Objective** should explain why your project is important to the Beneficiary. It should do this by referring to the longer-term benefits anticipated for direct beneficiaries, and to the wider benefits foreseen for the Beneficiary at large. Your project alone is not expected to achieve the Overall Objective since this might be an overall sector reform process that will require the impact of other projects and programmes, and possibly actions by other donors as well.*

### 2.2 Specific objective:

*Normally, there should only be one specific objective for each project. Exceptionally, more than specific objective might be used if this adds clarity and enhances logic.*

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<sup>2</sup> Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

<sup>3</sup> Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

<sup>4</sup> Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014).

<sup>5</sup> Including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU.

**REMEMBER** Try to aim for one single specific objective for each project. The **Project Specific Objective** is the single, central objective of the project. It should be described in terms of the sustainable benefits that will be delivered to the project's target beneficiaries.

- 2.3 The elements targeted in strategic documents i.e. National Development Plan/Cooperation agreement/Association Agreement/Sector reform strategy and related Action Plans

### **3. Description**

- 3.1 Background and justification:

*Fundamental information is to be included in this section to ensure the EU member state(s) (MS) can understand what is expected from their assistance. Describe the area of competence, mandate and organisational structure of the Beneficiary administration, indicating strengths and weaknesses. If several institutions are involved, specify their relationship for the implementation of the project, and indicate whether the project will lead to a change in the institutional set-up.*

*The existing domestic legal framework shall be outlined with reference to the legislation/directives/standards which might affect or be affected by the Twinning project.*

- 3.2 Ongoing reforms:

*Describe the framework in which the Twinning project will be implemented, explaining your country's efforts in sector reform(s). Reference can be made to the "specific objectives" in the IPA II and ENI Regulations, with emphasis on the area to be covered by the Twinning project.*

- 3.3 Linked activities:

*Include basic information on (EU or other donors') assistance already provided and/or still available in the medium-to-long term. Describe current or previous EU activities in this area, showing any connections with each other and this project, and indicate how the Twinning project can contribute to the implementation of agreements and/or cooperation frameworks with the EU. Also briefly describe relevant activities currently being undertaken by other parties, such as the government, private sector, civil society or international financial institutions (IFIs).*

*Briefly describe ongoing horizontal public administration reform (PAR) efforts in the country and whether they are supported by the EU or other donors. Describe specifically how the policy (and legislative) development is being addressed and what are the requirements for impact assessments (regulatory, budgetary) and inter-ministerial and public consultations.*

- 3.4 List of applicable Union *acquis*/standards:

*When appropriate, indicate the correspondence with domestic legislation.*

- 3.5 Components and results per component

*The results described here must correspond to the results recorded in the log frame; describe what will be achieved by the end of the project or each phase of the project and how this will contribute to attaining the project specific objective in a sustainable manner. The indicators of achievement should be quantified, verifiable and time-bound.*

*For inspiration a document developed by NEAR services on setting measurable targets is attached as Annex C1a.*

3.6 Expected activities:

*The Twinning activities should be precisely defined. The activities described here must correspond to the activities recorded in the log frame under Annex C1b.*

3.7 Means/input from the EU Member State Partner Administration\*:

*The input/means requested from the Member State should be clearly identified.*

Profile and tasks of the PL:

*List basic skills requirements,*

*Minimum three years of specific experience*

*University degree or equivalent professional experience of 8 years.*

3.7.1 Profile and tasks of Component Leaders:

*List basic skill requirements,*

*Minimum three years of specific experience*

*University degree or equivalent professional experience of 8 years.*

*Etc.*

3.7.2. Profile and tasks of other short-term experts:

*A common description is sufficient unless a specific profile is required (e.g. IT expert).*

*List basic skill requirements,*

*Minimum three years of specific experience*

*University degree or equivalent professional experience of 8 years.*

*\* Contracting authorities should note that if using "minimum" as reference since proposals not meeting this requirement will have to be considered non-compliant and the joint experience of the team (PL, RTA, Component Leaders) in such cases cannot compensate for the minimum requirement not being met.*

*\* Contracting authorities are invited to carefully consider the fact that no form of sub-contracting to the private sector is allowed, with the only exception of the hiring of translation and interpretation services, where necessary.*

## **4. Budget**

Maximum budget available for the Grant

## **5. Implementation Arrangements**

5.1 Implementing Agency responsible for tendering, contracting and accounting (AO/CFCU/PAO/European Union Delegation/Office):

*Provide full contact details of the contact person.*

5.2 Institutional framework

*Indicate the Beneficiary administration and, if applicable, specify Department/Directorate within the Beneficiary administration.*

*If several, specify their relationship and organisation for the implementation of the project, as well as the coordination mechanism.*

*Indicate whether the results of the project will lead to a change of the institutional framework as described.*

### 5.3 Counterparts in the Beneficiary administration:

*The PL counterpart will be a public servant of the Beneficiary administration and will be actively involved in the management and coordination of the project.*

#### 5.3.1 Contact person:

*Specify the name, official position and postal address*

#### 5.3.2 PL counterpart

*Specify the name, official position and postal address of its institution, (no contact details of the person)*

## 6. **Duration of the project**

*Specify the execution period (number of months).*

## 7. **Sustainability**

*The achievements of a Twinning project (from results per component to impacts) should be maintained as a permanent asset to the Beneficiary administration even after the end of the Twinning project implementation. This presupposes inter alia that effective mechanisms are put in place by the Beneficiary administration to disseminate and consolidate the results of the project.*

*As concerns Twinning projects that includes support to development of sector policies (strategies and action plans), development of new legislation or amendments (especially Union *acquis*), the sustainability of mandatory results/outputs is best ensured by ensuring that policy and legislative proposals are backed up by at least basic impact assessments (regulatory, fiscal) and they are consulted with both internal and external stakeholders (inter-ministerial and public consultations), as required by Beneficiary country legislation. Sufficient time should be allocated to this preparatory work during the project, and fast-track adoption procedures of legislation should be avoided, because they risk implementation and enforcement of future legislation.*

*Since results should be sustained the Beneficiary must describe how they in their budget planning (Medium-Term Business Planning (MTBP) or alike) have planned necessary resources ensuring the sustainability.*

## 8. **Crosscutting issues (equal opportunity, environment, climate etc...)**

*Explain how the project objectives contribute(s) to pursuing gender and human rights policies as well as eventually tackle equal opportunity, environment, climate change minorities, regional coverage, etc.*

## 9. **Conditionality and sequencing**

*Twinning Projects should in general NOT be designed as dependent of outcomes of other actions disregarding the nature of these actions (procurement of special supplies etc.). If project external conditions for achieving the results of the intervention are not present, should the project be launched?*

*When designing Twinning projects particular attention should be given to actions/activities/events planned under the TAIEX tool and under other EU initiatives.*

**10. Indicators for performance measurement**

*Definition of project specific, realistic, verifiable targets and indicators complementing point 9.*

**11. Facilities available**

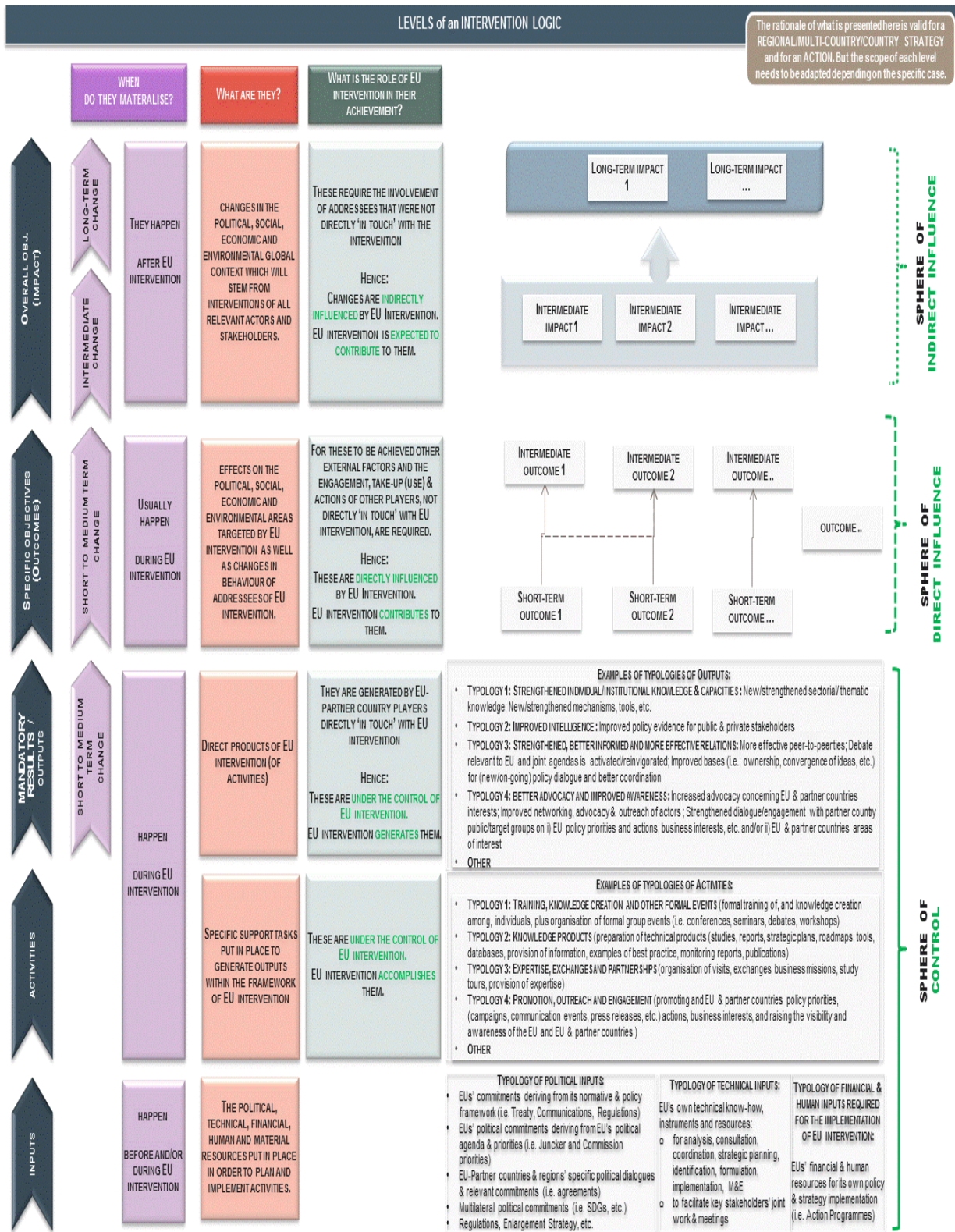
*Describe facilities that will be made available for hosting the Member State experts and (infrastructure including meeting rooms, office space, hard and software, security related issues) and facilities available for training, seminars, conferences.*

## **ANNEXES TO PROJECT FICHE**

1. Logical framework matrix as per Annex C1b (compulsory)
2. Reference to feasibility /pre-feasibility studies. For all investment projects, the executive summary of the economic and financial appraisals, and the environmental impact assessment should be attached (optional)
3. List of relevant Laws and Regulations (optional)
4. Reference to relevant Government Strategic plans and studies (may include Institution Development Plan, Business plans, Sector studies etc.) (optional)
5. Mapping of related interventions by government and/or other actors (if existing)
6. Existing donor coordination framework (if existing)
7. The project/sector monitoring framework (if existing)
8. Sector assessment reports (if appropriate) of any kind including publically available reports from other International organisations (SIGMA, IMF, etc.)
9. Project/sector relevant publically available Conclusions/agreements between EU and the Beneficiary resulting from the policy dialogue



# ANNEX C1b: Levels of an intervention logic – Twinning Light



## **Annex C1b: Simplified Logical Framework**

	<b>Description</b>	<b>Indicators (with relevant baseline and target data)</b>	<b>Sources of verification</b>	<b>Risks</b>	<b>Assumptions (external to project)</b>
<b>Overall Objective</b>					
<b>Specific (Project) Objective(s)</b>					
<b>Mandatory results/outputs by components</b>					
<b>Activities</b>					

*OVERALL OBJECTIVE: Indicate the global strategic objective which goes beyond the immediate scope of the project but to which the project can contribute. The overall objective should be linked to the general sector reform in the Beneficiary country, as agreed in the framework of the definition of cooperation with the EU.*

*These are the changes in the political, social, economic and environmental global context which will stem from interventions of all relevant actors and stakeholders in the project. These require the involvement of third parties that were not direct beneficiaries of the intervention. Hence, changes are indirectly influenced by EU Intervention.*

*Specific PROJECT OBJECTIVE(S): Identify the specific objective(s) that shall be achieved through the implementation of the Twinning project. These are the effects on the political, social, economic and environmental areas targeted by EU intervention as well as changes in behaviour of Beneficiaries of EU intervention.*

*MANDATORY RESULTS/OUTPUTS: Describe each of the results that shall be achieved by the project, as outlined in the Twinning Fiche. Each mandatory result/output should correspond to a "project component". Please include one line per component.*

*INDICATORS: (with relevant baseline and target data): Provide an indication of how the achievement of each component of the mandatory results (from sub results per component to outcomes (specific objectives) and to impact (overall objective) will be measured. Make sure that the indicators define the following, as appropriate: 1. Value of measurement (Quantity or Quality); 2. Baseline and target (values and times); 3. Actors in charge of data collection and reporting; 4. Target Group; 5. Deadline for reporting; 6. Place. Baseline and target data, as indicated in the Twinning Fiche, to be mentioned in brackets next to each indicator.*

*SOURCES OF VERIFICATION: For every component, specify the sources of information from which evidence can be obtained that the targets have been achieved: e.g. independent reports, surveys, Official Journal, Commission reports, etc.*

*RISKS: Mention external factors which can potentially hinder the successful implementation of the project, including any event beyond the control of the main actors involved.*

*ASSUMPTIONS: Specify the external conditions and/or third parties initiatives which can influence the implementation of the project to the point that only their fulfilment can guarantee its success. These are the necessary and positive conditions that allow for a successful cause-and-effect relationship between different levels of results.*



## ANNEX C2: Twinning Proposal

between

*Member State X. (Member State Y in case of consortium).*

*and*

*Beneficiary Administration in Beneficiary country Z*

**Project title:**

**Twining Reference Number:** *The Twining Reference Number is in the format "MN 14 IPA TR 01 16" or "AZ 13 ENI JH 02 15"*

**Publication notice reference:**

**EU funded project**

***TWINNING TOOL***

*(It is recommended that the complete proposal should not exceed 10 pages, excluding annexes)*

## **1. Basic information**

Lead Member State (MS):

Member State body: *The institution responsible for the implementation and financial management of the project. Please provide contact details.*

Junior Member State(s) (if any):

Member State body(ies) (if any): *See above.*

Beneficiary administration:

Twinning Sector: *e.g.: Justice and Home Affairs*

EU funded budget (maximum amount of grant):

Execution period (months):

Proposed Project Leader (PL): *Member State, full name and position, institution*

Junior Project Leader(s) (if any): *Member State, full name and position, institution*

Proposed Resident Twinning Adviser (RTA): *Full name and position, institution*

Proposed Component Leader(s): *Full name and position, institution*

## **2. Project understanding**

Present an assessment of the project and its needs.

Present briefly how you see this project as part of a larger (reform) process and your plans for coordination and cooperation with other actors in the same sector.

## **3. Structures / institutional framework offered by the Member State(s)**

Explain in detail the structures set up in the Member States relevant for the sector and area in question and inform of the capacities – including staff profiles - of these structures and which part(s) of the structures would be involved.

Explain plans to link such structures to the existing Beneficiary country structures and who will focus on what.

## **4. Components and results per component**

Present your understanding of the different components and the results.

## **5. Proposed methodology**

Present briefly your foreseen strategy, methodology and an indicative timetable with targets set for each of the mandatory results/outputs.

*Describe the methodology and approach the Member State considers most likely to successfully achieve all mandatory results/outputs and implement the project in a sustainable manner.*

**6. Proposed activities per component**

*Exemplify the methodology described above, indicate what is considered important component by component to achieve the mandatory results/outputs of the project and to ensure its sustainable implementation without detailing all activities, whilst some key activities could still be mentioned.*

*Address the needs seen for study tour programmes, training programme etc. – and indicate if possible the resources required on the side of the Beneficiary administration in order to efficiently and timely implement the project.*

**7. Comparative advantage of the proposal**

*Give examples of what conceptual or concrete ideas adding particular value to the proposal e.g. "Working groups will be created for each component under the leadership of component leader counterparts. The planned activities will be implemented by experts from different Member States working together as a team with the staff of the Beneficiary administration"*

**8. Risk analysis**

Present the implementation risks possible to identify up-front, the ideas on how to control/mitigate these, the impact if emerging – al based on the assumptions and taking into account the resource (and/or complementary action) requirements presented in the proposal

Risk	Likelihood of occurring	Impact	Corrective measures/Mitigation	Assumptions

**9. Junior MS(s) added value (if any)**

*Provide as well the name and position of the Junior Project Leader (JPL).*

**10. Component leaders**

*Provide the names, positions and profiles (experience, education etc.) of the proposed team of experts.*

**11. Other short-term experts**

*Provide an overview – not the CVs of – of profiles (experience, education) available in the administration for implementing the activities for each of the mandatory results/outputs.*

**12. Indicative Budget**

Indicate how your proposal translates into the budget – indicating the break down on the three budget headings as per Annex A3.

**13. Communication and visibility plans**

Present the ideas and concepts you foresee for communication and visibility activities and the scope expected.

**14. Sustainability**

The achievements of a Twinning project (from results per component to impacts) should be maintained as a permanent asset to the Beneficiary administration even after the end of the

Twinning project implementation. This presupposes inter alia that effective mechanisms are put in place by the Beneficiary administration to disseminate and consolidate the results of the project.

As concerns Twinning projects that includes support to development of sector policies (strategies and action plans), development of new legislation or amendments (especially *acquis*), the sustainability of mandatory results/outputs is best ensured by ensuring that policy and legislative proposals are backed up by at least basic impact assessments (regulatory, fiscal) and they are consulted with both internal and external stakeholders (inter-ministerial and public consultations), as required by Beneficiary country legislation. Sufficient time should be allocated to this preparatory work during the project, and fast-track adoption procedures of legislation should be avoided, because they risk implementation and enforcement of future legislation.

Since results should be sustained the Beneficiary should describe how they in their budget planning (Medium-Term Business Planning (MTBP) or alike) have planned necessary resources ensuring the sustainability.

#### **15. Crosscutting issues (equal opportunity, environment, climate etc...)**

Assess how the project objectives contribute(s) to pursuing gender and human rights policies as well as eventually tackle equal opportunity, environment, climate change minorities, regional coverage, etc.

#### **16. Implementation start**

Indicate the date by when the proposed RTA is available to start his assignment

#### **17. Initiation phase**

Inform what your plans are for development of the initial work plan including involvement of Project Leader(s) and/or Component Leaders and/or other support staff and the intentions regarding involvement of the PL(s) in future work plan developments and in implementing the communication and visibility plan.

## ANNEXES TO PROPOSAL

1. Indicative implementation schedule (based on indicative schedule in the Twinning fiche)
2. CVs of MS PL(s), RTA and Component leaders in Europass<sup>53</sup> format. *No other CVs should be presented in the proposal.*
3. Declaration of availability of the proposed MS RTA.
4. Mandate of the Junior MS.

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<sup>53</sup> <https://europass.cedefop.europa.eu/en/documents/curriculum-vitae>





## ANNEX C2bis: Twinning Light Proposal

between

*EU Member State X*

*and*

*Beneficiary Administration in Beneficiary country Z*

**Project title:**

**Twinning Reference Number:** *The Twinning Reference Number is in the format "MN 15 IPA TR 01 17 TWL" or "AZ 15 ENI JH 02 17 TWL"*

**Publication notice reference:**

**EU funded project**

***TWINNING TOOL***

*(It is recommended that the complete proposal should not exceed 10 pages, excluding annexes)*

## **1. Basic information**

Lead Member State (MS):

Member State body: *The institution responsible for the implementation and financial management of the project. Please provide contact details.*

Member State body(ies) (if any): See above.

Beneficiary administration:

Twinning Sector: *e.g.: Justice and Home Affairs*

EU funded budget (maximum amount of grant):

Execution period (months):

Proposed Project Leader (PL): Member State, full name and position, institution

Proposed Component Leaders: Member State, full name and position, institution

## **2. Project understanding**

Present an assessment of the project and its needs.

Present briefly how you see this project as part of a larger (reform) process and your plans for coordination and cooperation with other actors in the same sector.

## **3. Structures / institutional framework offered by the Member State(s)**

Explain in detail the structures set up in the Member States relevant for the sector and area in question and inform of the capacities – including staff profiles - of these structures and which part(s) of the structures would be involved.

Explain plans to link such structures to the existing Beneficiary country structures and who will focus on what.

## **4. Results per component**

Present your understanding of actions and activities required to achieve each of the foreseen Mandatory results/outputs.

## **5. Proposed methodology**

Present briefly your foreseen strategy, methodology and an indicative timetable with targets set for each of the mandatory results/outputs.

Shortly describe the methodology and approach the Member State considers most likely to successfully achieve all mandatory results/outputs and implement the project in a sustainable manner.

## **6. Proposed activities per component**

Include a fully elaborated work plan with the details of all activities.

*Address the needs seen for study tour programmes, training programme etc. – and indicate if possible the resources required on the side of the Beneficiary administration in order to efficiently and timely implement the project.*

**7. Comparative advantage of the proposal**

*Give examples of what conceptual or concrete ideas adding particular value to the proposal*

**8. Risk analysis**

Present the implementation risks possible to identify up-front, the ideas on how to control/mitigate these, the impact if emerging – al based on the assumptions and taking into account the resource (and/or complementary action) requirements presented in the proposal

Risk	Likelihood of occurring	Impact	Corrective measures/Mitigation	Assumptions

**9. Project Leader, Component leaders and short term experts**

Provide the names, positions and profiles (experience, education etc.) and CVs of the proposed team of experts.

**10. Budget**

Provide a budget breakdown per budget heading and sub-headings based on the flat rates, unit costs as well as on reimbursable expenditures – as per Annex A3.

**11. Communication and visibility plans**

Present the ideas and concepts you foresee for communication and visibility activities.

**12. Sustainability**

The achievements of a Twinning light project (from results per component to impacts) should be maintained as a permanent asset to the Beneficiary administration even after the end of the Twinning project implementation. This presupposes inter alia that effective mechanisms are put in place by the Beneficiary administration to disseminate and consolidate the results of the project.

As concerns Twinning projects that includes support to development of sector policies (strategies and action plans), development of new legislation or amendments (especially *acquis*), the sustainability of mandatory results/outputs is best ensured by ensuring that policy and legislative proposals are backed up by at least basic impact assessments (regulatory, fiscal) and they are consulted with both internal and external stakeholders (inter-ministerial and public consultations), as required by Beneficiary country legislation. Sufficient time should be allocated to this preparatory work during the project, and fast-track adoption procedures of legislation should be avoided, because they risk implementation and enforcement of future legislation.

Since results should be sustained the Beneficiary should describe how they in their budget planning (Medium-Term Business Planning (MTBP) or alike) have planned necessary resources ensuring the sustainability.

### **13. Crosscutting issues (equal opportunity, environment, climate etc...)**

Assess how the project objectives contribute(s) to pursuing gender and human rights policies as well as eventually tackle equal opportunity, environment, climate change minorities, regional coverage, etc.

### **14. Implementation start**

Indicate the date by when you would be available to start implementation.

#### ANNEXES TO PROPOSAL

- 1 Logical framework matrix as per Annex C1b (compulsory), including clearly defined activities for all mandatory results and sub-results.
2. Work plan (format free) and a fully developed implementation schedule
3. CVs of PL(s), Component leaders and other short term experts in Europass<sup>54</sup> format.

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<sup>54</sup> <https://europass.cedefop.europa.eu/en/documents/curriculum-vitae>

## ANNEX C3: Oral presentation in the selection meeting in the Beneficiary country

### **KEY POINTS FOR MEMBER STATE TO COVER:**

- ❑ Focus on the approach of Member State(s) to meeting the needs identified by the Beneficiary;
- ❑ Emphasis should be on the administrative model and structures offered by the Member State(s) and the expected involvement of these;
- ❑ Clarify your overall vision and underlying strategy; Present briefly how you see this project as part of a larger (overall/sector reform) process and how you plan to cooperate/communicate with other actors in the same sector;
- ❑ Present briefly your foreseen methodology, your expected timetable and the key elements of your communication and /visibility plans;
- ❑ Name Component Leaders, where they are based in your administrative structure and emphasize the relevance of their background and inform about access to and scope of relevant expertise in your administrative structure;
- ❑ Both the designated PL (Junior PL(s) if applicable) and RTA and - if possible - Component leaders should be present for the presentation;
- ❑ The track record on institution building particularly in the relevant sector and area should be clearly presented;
- ❑ Language issues should be clarified, to ensure that RTA and other experts will be able to fully participate in the project's working language being the same as the language of the contract.

### **KEY POINTS FOR MEMBER STATE TO BEAR IN MIND:**

- ❑ Presentations should be focused, emphasising key points of the written proposal, not simply a repetition of contents of the same;
- ❑ They need thorough preparation, in the best case undertaken jointly with all members of the presentation team;
- ❑ A short audio-visual presentation can be very effective, but is not always necessary;
- ❑ Presentations should be short and to the point and, if possible, backed up with succinct written material, e.g. copies of slides;
- ❑ Whoever makes the presentation should be experienced and at ease in doing so, otherwise it is difficult for non-native speakers to follow;
- ❑ Ideally, several members of the proposed team should be present and could either participate briefly in the presentation or be available to answer questions;
- ❑ Presentations should cover the key elements of the work programme required to meet the needs expressed by the Beneficiary.

In case an intervention of the representative of the Embassy(ies) representing the Member State(s) in the country is foreseen this should be limited to (for instance 5 minutes) in order to allow sufficient time for presenting and discussing the proposal by the Member State(s).

Any question from the Beneficiary side should be answered as comprehensively as possible at the meeting.



EUROPEAN COMMISSION

TWINNING PROJECTS

INTERIM QUARTERLY REPORT

TWINNING INTERIM QUARTERLY REPORT number:

Project Title:

Partners:

Date:

**Twining Grant Contract number:**

**1. Overview**

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The **Interim Quarterly Report/Final Report** for the project comprises the following parts:

**Section 0** Executive summary listing decisions needed to be taken by the Project Steering Committee

**Section 1** Basic data on the project

**Section 2** Content: progress achieved in the implementation of the Twinning project during the reporting period and schedule for the remaining period

**Section 3** Expenditure: actual expenditure in relation to budgeted expenditure

**2. General guidance**

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- Throughout the entire Twinning project, at **three-monthly intervals** starting with the start date of implementation the PLs may prepare Interim Quarterly Reports/Final Reports.
- Interim Quarterly Reports/Final Reports cover both substance and Finances.
- The deadline for submission of the **Interim Quarterly Reports/Final Reports** cannot be altered – The first interim quarterly report will most often refer to less than three months’

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<sup>55</sup> It should be noted that the Member State and Beneficiary Project Leaders in their own right could agree not to deliver an extensive narrative report to the Steering Committee every quarter but only bi-annually.

actual project implementation (project activities), since the first rolling work plan will only be developed with the arrival of the RTA in the Beneficiary country.

- The Member State PL in cooperation with the Beneficiary PL will submit, within the month following each quarter, the interim quarterly reports to the concerned authority (see 6.4 of the Twinning Manual).
- **One copy of the Report** must be sent at the same moment to the relevant Twinning Team in the Commission Headquarters
- The Report must be submitted in the contract language.

### **3. Notice**

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- The approval of the Quarterly report by the Contracting Authority does not prejudice the eligibility of experts nor other cost items, which will only be verified at the expenditure verification stage or later audits.
- The approval of the **Quarterly Report** by the Contracting Authority is without prejudice to the Commission's right to suspend the activities of a project, terminate an agreement or take any other appropriate step should subsequent verifications reveal problems or significant divergences from the work plan, the budget or the conditions of the Twinning Grant Contract as approved.
- The views expressed in this report do not necessarily reflect the views of the European Commission.

**Twining Grant Contract number: *country - year - IB - sector - number***

**Section 0  
Executive summary**

1. Provide a max 2 pages executive summary
2. List decisions needed to be taken by the Steering Committee
  - Impact on achievement of work plans / re-sequencing, re-set of targets etc.
  - Technical impact
  - Financial and budgetary impact

**Section 1:  
Project data**

<b>Twining Grant Contract Number:</b>	
<b>Project Title:</b>	
<b>Twining Partners (Member State(s) and Beneficiary):</b>	
<b>Report Number:</b>	
<b>Period covered by the report:</b>	
<b>Duration of the project:</b>	
<b>Reported by:</b>	



## Section 2: Content

This section describes the activities of the project. It is divided in five sections.

2A – BACKGROUND

2B – ACHIEVEMENT OF MANDATORY RESULTS/OUTPUTS: What results were generated? What direct influence on the specific objectives/outcomes and indirect influence on the overall objective (impact) did the project have in the reference period?

2C – ACTIVITIES IN THE REPORTING PERIOD

2D – TIMING AND DELAYS

2E – ASSESSMENT

*Please remember that the Interim Quarterly Report covers all the activities and results for the reporting period of the project.*

### **2A - BACKGROUND**

#### **Overall objectives**

Overall Objective and indicators of achievement (as in Log frame)	State of achievement/ problems encountered
<b>Overall Objective (copied from log frame)</b>	
<i>Indicator of achievement (copied from log frame)</i>	

#### **Specific Objectives**

Specific Objectives and indicators of achievement (as in Log frame)	State of achievement/ problems encountered
<b>Project objective (copied from log frame)</b>	
<i>Indicator of achievement (copied from log frame)</i>	

#### **Policy and sector Developments**

- *Policy dialogue conclusions / agreements*
- *Sector reform developments and involvement of the RTA, Component Leaders or experts in donor coordination/reform monitoring groups*
- *Other actions/initiatives linked to the overall / specific project objectives and/or synergies/overlaps with the mandatory results/outputs foreseen for the project*

- *What were the key developments in the relevant reform area in the Beneficiary country in the reporting period?*

### **Project Assumptions**

- *Which of the original assumptions of the project (Article 2 of the work plan) have been fulfilled?*
- *Which of them are likely to be fulfilled soon?*
- *Have there been any developments, which make some of the assumptions impossible to achieve? (If yes, the project requires reorientation)*

## **2B - ACHIEVEMENT OF MANDATORY RESULTS/OUTPUTS**

- *List all the targets which were achieved in the reporting period within each of the components and indicate which of the mandatory results/outputs are completed or close to completion and which of the outcomes has been or are expected to be directly influenced. The likelihood of indirectly influencing the impact is also to be assessed. .*

### **Results under components:**

Results and indicators of achievement (as in Log frame)	State of achievement/ problems encountered
<b>Result 1 (copied from log frame)</b>	
<i>Indicator of achievement (copied from log frame)</i>	
<b>Result 2 (copied from log frame)</b>	
<i>Indicator of achievement (copied from log frame)</i>	

## **2C - ACTIVITIES IN THE REPORTING PERIOD**

1. *Under budget heading Mandatory result/output list, list all the activities component by component which have taken place in the reporting period in the order in which they appear in the work plan and providing their reference numbers.*
2. *Under budget heading Horizontal costs list activities by sub-heading which have taken place in the reporting period, particularly communication and visibility activities, study tours etc.*
3. *For each activity specify the following details:*
  - *Reference number and title of activity (as in Article 3 of the work plan);*
  - *Names of Member State experts who delivered it;*
  - *Number of experts from the Beneficiary who participated and their departments of origin*
  - *Duration of the activity*

## **2D - TIMING AND DELAYS**

### **Adherence to time schedule**

Reproduce the Schedule from Article 4 of the work plan and indicate with a cross in the relevant box all the activities which have taken place from inception of the project until the end of the reporting period. In this way the reader will see a clear picture of the delays. Single out those activities which are delayed by more than three months.

Project Month	1	2	3	4	5	6	7	8	9	10	11	12
<b>RTA and related costs</b>												
<b>Horizontal costs</b>												
<b>Component 1-&gt;N</b>												
<b>Activity 1.1</b>												
<b>Activity 1.N</b>												

	Activity/action Planned
X	Activity/action Performed
	Activity/action Delayed by more than three months

### Recuperation of delays

For all the activities marked in the schedule as delayed by more than three months, provide an explanation of the delay and indicate when the activities will take place.

## 2E - ASSESSMENT

### Overall Assessment of progress

Overall evaluation of the progress achieved during the reporting period.

### Other Issues

Particular problems (if any) in the management of the project or in the cooperation between the actors involved and how to address this and strengthen the outreach of the project.

## Section 3: Expenditures

Provide total figures of disbursement in the reporting period broken down on budget headings and for the key groups of costs under each budget heading - as per Annex A3 to the Twinning Grant Contract.



EUROPEAN COMMISSION

TWINNING PROJECTS

FINAL REPORT

Project Title:

Partners:

Date:

*Twining Project number:*

*Twining Grant Contract number:*

**1. Overview**

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The **Final Report** for the project comprises the following parts:

**Section 0** Beneficiary commitments to sustainability of results

**Section 1** Basic data on the project

**Section 2** Content: Achievement of mandatory results/outputs

**Section 3** Expenditure: final financial report

**2. General guidance**

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- Final report shall be submitted no later than three months after the implementation period (work plan) as defined in Article 2 of the General conditions of the Twinning Grant Contract (Annex A2) and at least before the end of the legal duration.
- Final report covers both substance and Finances. The final financial report must be accompanied by an expenditure verification report from a recognised, independent auditor, following the template in Annex A6 to the Twinning Grant Contract.

- The Member State PL in cooperation with the Beneficiary PL will jointly prepare, co-sign and submit the final report to the concerned authority (see 6.4 of the Twinning Manual).
- One copy of the Report must be sent at the same moment to the Twinning Coordination Team in the Commission Headquarters, as a matter of information. Please see exact requirements for submission of the Final Report in the Twinning Manual.
- The Report must be submitted in the language of the contract.

### 3. Notice

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- The views expressed in the report do not necessarily reflect the views of the European Commission

<h2>Section 0 Executive Summary, sustainability of results, lessons learnt</h2>
---

#### 1. Provide a max 2 pages executive summary (further information below)

- Achievement of mandatory results/outputs and
- Other tangible outputs/deliverables under the project
- Specific Contribution of the project to the reform objectives in the sector

#### 2. Sustainability

- List sustainability actions undertaken under the project
- List sustainability actions needed to be undertaken by the Beneficiary administration
  - Further Institution Building needs of any kind and the
  - The needed resources in short and medium term and the impact on budgeting

#### 3. Lessons learnt

- project design,
- work planning,
- resources dedicated for the implementation
- assumptions and risk mitigation
- etc.

**Section 1: Project data**

<b>Twinning Grant Contract Number:</b>	
<b>Project Title:</b>	
<b>Twinning Partners (Member State(s) and Beneficiary)</b>	
<b>Duration of the project:</b>	
<b>Member State PL:</b>	
<b>Beneficiary Country PL:</b>	

## Section 2: Content

This section describes the achievements of the project. It is divided in ten sub-sections.

### 2A – SUMMARY

### 2B – BACKGROUND

### 2C – IMPLEMENTATION PROCESS

### 2D – ACHIEVEMENT OF MANDATORY RESULTS/OUTPUTS AND DIRECT INFLUENCE ON OUTCOMES

### 2E – IMPACT

### 2F - FOLLOW-UP AND SUSTAINABILITY

### 2G – CONCLUSIONS & RECOMMENDATIONS

### 2H – ANNEXES

-----

### 2A - SUMMARY

*The summary should be limited but still cover all activities undertaken in the implementation of the project including Communication and Visibility actions, sustainability actions etc.*

#### Overall objectives

Overall Objective and indicators of achievement (as in Log frame)	State of achievement/ problems encountered
<b>Overall Objective (copied from log frame)</b>	
<i>Indicator of achievement (copied from log frame)</i>	

#### Specific Objectives

Specific Objectives and indicators of achievement (as in Log frame)	State of achievement/ problems encountered
<b>Project objective (copied from log frame)</b>	
<i>Indicator of achievement (copied from log frame)</i>	

### 2B - BACKGROUND

#### Starting Point/Baseline, planned mandatory results/outputs and the Project Objectives

*Briefly describe the original situation in the relevant area of the Beneficiary administration before the project, indicating the gaps that the project had to address.*

*List the overall and specific objectives and the mandatory results/outputs of the project (as stated in the work plan and / or amended during implementation), addressing the gaps identified above.*

## **2C - IMPLEMENTATION PROCESS**

### **Developments outside the control of the project**

- (a) What were the key sector reform developments in the relevant area in the Beneficiary country during the implementation of the project?*
- (b) What was the involvement of the RTA, Component Leader, in donor coordination networks / policy dialogue / working groups*
- (c) What other actions linked to the overall / specific project objective were implemented by other actors*
- (d) Which of the original assumptions of the project were fulfilled? How were risks mitigated?*

### **Project developments**

*(a) Describe the key developments inside the project, such as change of key staff, re-orientation, completion of an important package of activities, other turning points. (NB: Do not make a detailed account of all activities here)*

*(b) What internal problems threatening the implementation of the project appeared, and how were they solved?*

### **Communication and Visibility actions**

*(a) What steps were taken to communicate the benefits and relevance of the project and to ensure maximum EU visibility and what was the influence on the project implementation process of such activities?*

## **2D - ACHIEVEMENT OF MANDATORY RESULTS/OUTPUTS AND OUTCOMES**

*(a) Describe the extent to which each of the mandatory results/outputs (measured against the indicators agreed in the work plan) was achieved.*

*(b) Describe the extent to which each of the outcomes were (measured against the indicators agreed in the work plan) was achieved.*

*(c) In case one or more mandatory results/outputs and outcomes were not entirely achieved/directly influenced, explain why.*

*(d) Overview of mandatory results/outputs achieved (See Annex 1).*

*(e) List any unexpected results and outcomes resulting from the project*



## **2E - IMPACT**

*(a) Specify to what extent the achievement of the specific objectives/outcomes led to the achievement of the overall objective/impact (measured against the indicators (s) specified in the work plan).*

*(b) List any unexpected impacts of the project.*

## **2F - FOLLOW UP AND SUSTAINABILITY**

*(a) In what way will the results of the project / recommendations be utilised by the Beneficiary administration?*

*(b) How is the Beneficiary administration going to continue with the work started but not finalised under the project (for instance implementation measures related to adopted legislation etc.)?*

*(c) How has the project ensured compliance with and/or contributed to the general public administration reform efforts in the country? (For example, if the project has contributed to development of sector strategies and/or new legislation or amendments (especially Union acquis), has the project ensured that these documents have been prepared in an inclusive and evidence-based process (supported by basic impact assessments and consultation with both internal and external stakeholders)?)*

*(d) In case of failure to achieve the mandatory results/outputs in their entirety, what future actions should the Beneficiary administration take to achieve them?*

## **2G - CONCLUSIONS & RECOMMENDATIONS**

### **Overall Self-Assessment**

*Make a one-paragraph evaluation of the project, its progress and impact.*

### **Lessons learned**

*Recommendations for future actions necessary to be undertaken in the sector/area the twinning operated in.*

## **2H – ANNEXES**

Annex 1: *Overview – Mandatory results/outputs achieved*

**Annex 1: Overview of mandatory results/outputs achieved**

<b>Component</b>	<b>&lt;TITLE of component &gt;</b>	<b>Mandatory results/ outputs</b>	<b>Activities per component</b>	<b>Foreseen Deadline</b>	<b>Delay +/- [months]</b>	<b>TARGETS SET</b>	<b>ASSESSMENT of achievement to date</b>	<b>Self-assessment Rate</b> HS (Highly satisfactory), S (Satisfactory), U (Unsatisfactory)
1)	Component							
2)	Component							
3)	Component N							

### **Section 3: Expenditure**

Provide detailed figures of disbursement under the project broken down in budget headings and sub-headings identifying in detail all costs for all activities under all budget headings - as per Annex A3 to the Twinning Grant Contract.

**Please remember that this report must be accompanied by an  
EXPENDITURE VERIFICATION REPORT  
(As per Annex A6 to the Twinning Grant Contract)**

**For the administration of the Member State**

*[name and title of the individual(s)  
authorised to sign]*

*[signature]*

*[date]*

**For the administration of the Beneficiary**

*[name and title of the individual(s)  
authorised to sign]*

*[signature]*

*[date]*

<b>ANNEX C6: Standard Twinning Administrative compliance and eligibility grid</b>
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**Because of the nature of Twinning, the Contracting Authority should as a general principle seek clarification from the Member State in case of doubt linked to the documentation provided.**

**Grid completed by \_\_\_\_\_ Date completed \_\_\_\_\_**

**FORMAL CRITERIA (to be checked before the selection meetings)**

**I. IDENTIFICATION DATA**

Publication number	
Twinning Fiche title and number	
Financing decision title and number	
Applicant (Lead Member State)	
Applicant 2 (junior Member State, if applicable)	
Applicant 3 (junior Member State, if applicable)	
Beneficiary Administration	

<b>II. ADMINISTRATIVE COMPLIANCE</b>	<b>Yes</b>	<b>No</b>
1. The proposal is complete and in the correct format		
2. The proposal includes the CVs of PL, RTA and Component Leaders		
3. The full contact details for both the NCP and the lead Member State applicant are provided		
4. The proposal is sent from the email address of the NCP of the lead Member State		

<b>III. ELIGIBILITY</b>	<b>Yes</b>	<b>No</b>
1. The proposed PL, RTA and Component Leaders are eligible (nationality, formal years of experience) and meet the criteria		
2. The proposed project duration does not exceed the maximum allowed		
3. The Lead applicant body is a Member State administration or a registered mandated body		
4. The applicant 2 body is a Member State administration or a registered mandated body		

5. The applicant 3 body is a Member State administration or a registered mandated body <sup>56</sup>		
--	--	--

**IV. COMMENTS** (Specify any missing information or documents)<sup>57</sup>

Does the proposal fulfil the administrative and formal criteria? YES  NO

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<sup>56</sup> If applicable, in case of even larger consortia, insert additional rows for assessment of more junior Member States.

<sup>57</sup> In case of incomplete information, further information and/or documents may be requested.

## ANNEX C6bis: Twinning Light Administrative compliance and eligibility grid

**Because of the nature of Twinning, the Contracting Authority should as a general principle seek clarification from the Member State in case of doubt linked to the documentation provided.**

Grid completed by \_\_\_\_\_ Date completed \_\_\_\_\_

### FORMAL CRITERIA *(to be checked before the selection meetings)*

#### I. IDENTIFICATION DATA

Publication number	
Twinning Fiche title and number	
Financing decision title and number	
Applicant (Member State)	
Beneficiary Administration	

II. ADMINISTRATIVE COMPLIANCE	Yes	No
1. The proposal is complete and in the correct format		
2. The proposal includes the CV of PL and experts		
3. The full contact details for both the NCP and the Applicant Member State are provided		
4. The proposal is sent from the email address of the NCP of the Applicant Member State		

III. ELIGIBILITY	Yes	No
1. The proposed PL is eligible (nationality, formal years of experience) and meets the criteria		
2. The proposed project duration does not exceed the maximum allowed		
3. The Applicant body is a Member State administration or a registered mandated body		

#### IV. COMMENTS (Specify any missing information or documents)<sup>58</sup>

Does the proposal fulfil the administrative and formal criteria?                      YES                       NO

<sup>58</sup> In case of incomplete information, further information and/or documents may be requested.

## ANNEX C7: Evaluation Grid Twinning Selections



*This Evaluation Grid covers both the written proposal and the presentation*

### **PROJECT DATA**

<b>Publication number</b>	
<b>Twinning fiche title and number</b>	
<b>Financing decision title and number</b>	
<b>Applicant (lead Member State)</b>	
<b>Applicant 2 (junior Member State, if applicable)</b>	
<b>Applicant 3 (junior Member State, if applicable)<sup>59</sup></b>	
<b>Duration</b>	_____ <i>Months</i>
<b>Total Budget</b>	
<b>Date selection meeting</b>	

**Selection committee is to note that the FULL EVALUATION GRID will be shared with NCP through which the proposal was submitted.**

### **FORMAL CRITERIA** (to be checked before the selection meetings)

The institutions proposed by the MS are public administrations or/and have been registered as mandated bodies?	
The proposal contains the CVs of PL, RTA and the CVs of the Component Leaders?	
Do the PL and RTA fulfil the minimum requirements?	
Are the full details of the contact person for lead MS provided?	

**Does the MS proposal fulfil the formal criteria? YES**

**NOT**

<sup>59</sup> If applicable, in case of even larger consortia, insert additional rows for assessment of more junior Member States.

## EVALUATION GRID – SUBSTANTIAL CRITERIA

### Scoring guidelines

This evaluation grid is divided into **sections** and **subsections**. Each subsection must be given a score between 1 and 5 in accordance with the following guidelines:

Score	Meaning
1	very poor
2	poor
3	adequate
4	good
5	very good

These scores are added to give the total score for the section concerned. The totals for each section are then listed in section 4 and added together to give the total score for the proposal.

<b><u>1. Operational capacity</u></b>	<b>Score</b>
<b>A. Resident Twinning Adviser and Project Leader</b>	
1.1 How adequate is the expertise of the proposed RTA to the task foreseen (Knowledge of the issues to be addressed and experience in implementing the <i>Union acquis</i> /reform area of cooperation)?	/2 x 5
1.2 How satisfactory is the management experience and capacity of the MS proposed project leader and the administration to which the PL belongs (including staff and its ability to handle the project budget)?	/5
1.3 How satisfactory is the previous project coordination and management experience of the Resident Twinning Adviser? Could any potential lack of experience (although meeting minimum) be compensated by other members of the team?	/5
1.4 How satisfactory is the previous project management experience of the project leader and the administration to which the PL belongs?	/5
<b>Total Score</b>	<b>/25</b>
<b>Comments</b>	



<b>B. Component Leaders and their availability</b>	<b>Score</b>
1.5 How adequate for the tasks (specific expertise) are the proposed Component Leaders from the Member State(s) and do they all come from "own staff"?	/5
1.6 How satisfactory is the technical experience of the proposed Component Leaders?	/5
<b>Total Score</b>	<b>/10</b>

<b>Comments</b>
-----------------

<b>C<sup>60</sup>. MS Junior Partner</b>	<b>Score</b>
1.7 How good is the complementarity with the Lead MS Partner?	/5
1.8 How adequate is the expertise of the proposed MS Junior Partner for the tasks foreseen to be covered by them?	/5
<b>Total Score</b>	<b>/10</b>

<b>Comments</b>
-----------------

**If a total score lower than “adequate” (27 points) is obtained for section 1, the proposal will be eliminated by the Evaluation Committee. The evaluation grid must nevertheless be completed.**

<b><u>2. Relevance</u></b>	<b>Score</b>
2.1 How relevant are the concepts and ideas behind the strategy and methodology presented to the needs of the Beneficiary administration and how does it link with the Twinning Project Fiche?	/5
2.2 How adequate are the plans for initial and subsequent work plan preparations including the plans/ideas for communication and visibility actions?	/5
2.3 How well does the MS administration <b>administrative model</b> correspond to the needs identified in the Twinning Project Fiche?	/5

<sup>60</sup> When section C is not applicable (when there is no Junior Partner), the 5 points of 1.7 will be transferred to 1.5 and the 5 points from 1.8 will be transferred to 1.6.

2.4 How does the proposal take into account other sector initiatives and / or previous projects avoiding duplication and creating synergies?	/5
<b>Total Score</b>	<b>/20</b>

<b>Comments</b>
-----------------

**If a total score lower than “good” (16 points) is obtained for section 2, the proposal will be eliminated by the Evaluation Committee. The evaluation grid must nevertheless be completed.**

<b><u>3. Methodology</u></b>	<b>Score</b>
3.1 Is the overall concept behind the ideas and the proposal coherent?	/5
3.2 Is the proposed methodology adequate for the needs as expressed in the project Fiche?	/5
3.3 Are the results (in terms of concrete mandatory results/outputs and impact on specific and overall objectives) possible to measure?	/5
3.4 Do the Member State(s) foresee to cover all Components areas stated in the Twinning Project Fiche?  Are there examples of key activities proposed which are consistent with the mandatory results/outputs and the objectives?	/5
<b>Total Score</b>	<b>/20</b>

<b>Comments</b>
-----------------

<b><u>4. Sustainability</u></b>	<b>Score</b>
4.1 Is the action likely to have a tangible impact on its target groups?	/ 5
4.2 Is the proposal likely to have multiplier effects? (including scope for replication and extension of the outcome of the action and dissemination of information.)	/ 5

4.3 Are the expected results of the proposed action sustainable and are ideas/strategies/ for sustaining results realistic?	/ 5
<b>Total Score:</b>	<b>/15</b>

**Comments**

**TOTAL SCORE** **/100**

<b><i>1. Operational Capacity</i></b>	
A. Resident Twinning Adviser and Project leader	<b>/25</b>
B. Component Leaders	<b>/10</b>
C. MS Junior Partner	<b>/10</b>
<b><i>2. Relevance</i></b>	<b>/20</b>
<b><i>3. Methodology</i></b>	<b>/20</b>
<b><i>4. Sustainability</i></b>	<b>/15</b>

**5. Conclusion and Recommendations**

**STRONG POINTS:**

**WEAK POINTS:**

**Particular comments:**

**ASSESSMENT & CONCLUSION**

**Please write your conclusion using one of the following options: Selected/Not Selected**

*CONCLUSION:* .....

*Signatures:* .....

*Date:* .....

## ANNEX C8: Twinning Light Selection Fact Sheet



### **PROJECT DATA**

<b>Publication number</b>	
<b>Twinning fiche title and number</b>	
<b>Financing decision title and number</b>	
<b>Applicant (Member State)</b>	
<b>Duration</b>	<i>Months</i>
<b>Total Budget</b>	
<b>Date selection Meeting</b>	

### **FORMAL CRITERIA** *(to be checked before the selection meetings)*

The institutions proposed by the MS are public administrations or/and registered mandated bodies?	
Does the proposal contain the CV of PL and experts?	
Do the experts fulfil the minimum requirements?	
Are the full details of a contact person for MS provided?	

**Does the MS proposal fulfil the formal criteria? YES  NO**

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## **EVALUATION GRID for TWINNING LIGHT– SELECTION AND AWARD CRITERIA**

**Selection criteria** consider the **operational capacity of the component leaders mentioned** in the proposal; the assessment is expressed on a **Yes/No** basis and a single negative evaluation of one criterion disqualifies the proposal.

**Award criteria** consider the **merit of the main qualifying aspects** of the proposal and are evaluated applying a **scoring system** based on the following **scoring table**:

Score	Meaning
1	very poor
2	poor
3	adequate
4	good
5	very good

### **1. Operational capacity**

	<b>Score 1 to 5</b>
1.1 Does the proposed <b>project leader</b> have sufficient <b>management capacity</b> (including staff and ability to handle the project budget)?	/5
1.3 Is the level of the component leaders/key experts <b>of the MS Administration and/or mandated body</b> sufficient to ensure the proper implementation of this Project?	/5
<b><u>Comments:</u></b>	

## **2. Qualifying Aspects of the Proposal**

<b><u>2.1 Technical Expertise</u></b>	<b>Score 1 to 5</b>
2.1.1 Technical expertise of the proposed <b>project leader</b> (Knowledge of the issues to be addressed and experience in implementing the <i>Union acquis</i> /area of cooperation)	/5
2.1.2 Previous project management experience of the <b>project leader</b>	/5
2.1.3 Technical expertise of the proposed <b>short-term experts</b>	/5
<b><u>Comments:</u></b>	

<b><u>2.2 Relevance</u></b>	<b>Score 1 to 5</b>
2.2.1 Relevance of the proposal when compared to the objectives of the Twinning Light Project Fiche	/5
2.2.2 Aptitude of the proposal to cover all areas stated in the Twinning Light Project Fiche	/5
2.2.3 Adequateness of the MS administration(s) to satisfy the needs identified in the Twinning Light Project Fiche	/5
2.2.4 Consideration given by the proposal to other assistance provided in the same area (for example previous Twinning projects) and suggestions on how to avoid duplication and how to create synergies	/5
<b><u>Comments:</u></b>	

<b><u>2.3 Methodology</u></b>	<b>Score 1 to 5</b>
2.3.1 Overall coherence of the project design	/5
2.3.2 Adequateness of the proposed methodology with regard to the specific project	/5
2.3.3 Formulation of the mandatory results/outputs per component and the potential contribution to the specific objective	/5
2.3.4 Clearness of the formulation of proposed activities and adherence of the latter to the objectives and the expected results	/5
<b><u>Comments:</u></b>	

<b><u>2.4 Sustainability</u></b>	<b>Score 1 to 5</b>
2.4.1 Possibility that the action produces a tangible impact on its target groups	/5
2.4.2 Possibility that the proposal produces a multiplier effects (including scope for replication and extension of the outcome of the action and dissemination of information)	/5
2.4.3 Indications contained in the proposal about the sustainability of the action (strategies foreseen in order to safeguard the achievement of the mandatory results/outputs in the beneficiary administration, i.e. a sustainability plan)	/5
<b><u>Comments:</u></b>	

**3. OVERALL ASSESSMENT AND CONCLUSION to be conveyed to all making a proposal**

<b>1. Operational capacity</b>	<b>/10</b>
<b>2.1. Technical expertise</b>	<b>/15</b>
<b>2.2. Relevance</b>	<b>/20</b>
<b>2.3. Methodology</b>	<b>/20</b>
<b>2.4. Sustainability</b>	<b>/15</b>
<b>TOTAL SCORE</b>	<b>/80</b>

<b>RECOMMENDATIONS</b>
<b>STRONG POINTS:</b>
<b>WEAK POINTS:</b>
<b>Particular comments:</b>



**CONCLUSION**

*Please write your conclusion using one of the following options: Selected/Not Selected*

*CONCLUSION:* .....

<i>Name</i>	<i>Name</i>	<i>Name</i>
<i>Signature:</i>	<i>Signature:</i>	<i>Signature:</i>

*Date:*.....

<b>ANNEX C9: Standard Twinning - Publication of the Call for Proposals on the Internet</b>
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**TWINNING CALL FOR PROPOSALS  
issued by the European Commission**

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**1. Publication reference**

CRIS/ prospect reference code (to be given by Commission services in charge of the publication)

**2. Programme and Financing source**

**Project title:** <Title and Number of Twinning project Twinning reference >

**Programme title:** <Financing decision title and Commission accountancy system number (CRIS, OPSYS or similar system) / under direct or indirect management, with ex-ante or ex-post control, Annual Budget year>

**3. Nature of activities, geographical area and project duration**

(a) **Short description (5 lines) of planned objectives:** < >

(b) **Geographical area:** <To be specified: Country>

(c) **Maximum project duration:** <To be specified>

**4. Overall amount available for this Call for Proposals**

EUR < Amount >

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**ELIGIBILITY CRITERIA**

**5. Eligibility: Who may apply?**

Only Public Administrations and Mandated bodies as per Twinning Manual of European Union Member State may apply through European Union Member States' National Contact Points.

*For projects financed by a basic act under the 2014-2020 or previous MFFs, 11th or previous EDF, until further notice please insert:*

**For UK applicants:** Please be aware that following the entry into force of the EU-UK Withdrawal Agreement<sup>61</sup> on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014<sup>62</sup> and Annex IV of the ACP-EU Partnership Agreement<sup>63</sup>, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom<sup>64</sup>. Those persons and goods are therefore eligible under this call.

## PROVISIONAL TIMETABLE

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### 6. Provisional notification date of results of the award process<sup>65</sup>

<To be specified>

---

## SELECTION AND AWARD CRITERIA

### 7. Selection and award criteria

**Selection criteria** consider the **operational capacity of the Component leaders** mentioned in the proposal: Member State Project Leader, Resident Twinning Adviser and Component Leaders; the assessment is expressed on a **Yes/No** basis and a single negative evaluation of one criterion disqualifies the proposal.

**Award criteria** consider the **merit of the main qualifying aspects** of the proposal and are evaluated applying a **scoring system (1 to 5)**:

Selection and award of the Member State will be based on an evaluation of several qualitative aspects including but not limited to the proposed methodology, the experience of the proposed RTA and PL, the experience of the administration in cooperation projects and the Member State presentation.

See Annex C6 of the Twinning Manual: Administrative compliance and Eligibility grid and Annex C7 of the Twinning Manual.

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## APPLICATION FORMALITIES

### 8. Twinning proposal and details to be provided

Twinning proposals must be submitted by the Lead Member State Administration to

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<sup>61</sup> Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

<sup>62</sup> Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

<sup>63</sup> Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

<sup>64</sup> Including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU.

<sup>65</sup> Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

the **EU Member States National Contact Points for Twinning** following the instructions of the **Twinning Manual** which must be strictly observed (including the use of the template).

Only one Twinning proposal for Member State can be submitted by the **Member State National Contact Points for Twinning** to the Contracting Authority within the deadline for applications.

The MS application should be submitted to the Contracting Authority via the email address of Member State National Contact Points for Twinning.

## **9. Deadline for applications**

Deadline for submission of Twinning proposals by the National Contact Points to the Contracting Authority: <Date and time to be specified (8 weeks for Standard Twinning and 6 weeks for Light Twinning after issuing Call for Proposals –please refer to Twinning Manual paragraph 2.2)>

The deadline for submission of Twinning proposals by the EU Member State Public Administrations to the corresponding National Contact Point is decided by the latter.

Any application received by the Contracting Authority after this deadline will not be considered.

## **10. Detailed information**

Detailed information on this Call for Proposals is contained in the Twinning Manual and the specific project Twinning Fiches, which are available at the European Union Member States **National Contact Points for Twinning**.

The tentative date(s) envisaged for starting the evaluation committee meetings is: <to be specified>.

The Member State delegation should always include the proposed PL and RTA(s).

<p style="text-align: center;"><b>ANNEX C9bis: Twinning Light - Publication of the Call for Proposals on the Internet</b></p>
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**TWINNING CALL FOR PROPOSALS  
issued by the European Commission**

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**1. Publication reference**

CRIS/Prospect reference code (to be given by Commission services in charge of the publication)

**2. Programme and Financing source**

**Project title:** <Title and Number of Twinning project- Twinning reference) >

**Programme title:** <Financing decision title and CRIS/ accountancy system number/ under direct or indirect management, with ex-ante or ex-post control, Annual Budget year>

**3. Nature of activities, geographical area and project duration**

(a) **Short description (5 lines) of planned objectives:** < >

(b) **Geographical area:** <To be specified: Country>

(c) **Maximum project duration:** < max duration –To be specified - NB for TWL is max 10 months >

**4. Overall amount available for this Call for Proposals**

EUR < Amount - NB for TWL is max 250 000>

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**ELIGIBILITY CRITERIA**

**5. Eligibility: Who may apply?**

Only Public Administrations and Mandated bodies as per Twinning Manual of European Union Member States may apply through European Union Member States' National Contact Points.

For projects financed by a basic act under the 2014-2020 or previous MFFs, 11th or previous EDF, until further notice please insert:

**For UK applicants:** Please be aware that following the entry into force of the EU-UK Withdrawal Agreement<sup>66</sup> on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014<sup>67</sup> and Annex IV of the ACP-EU Partnership Agreement<sup>68</sup>, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom<sup>69</sup>. Those persons and goods are therefore eligible under this call.

## PROVISIONAL TIMETABLE

6. Provisional notification date of results of the award process

<To be specified>

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## SELECTION AND AWARD CRITERIA

### 7. Selection and Award criteria

**Selection criteria** consider the **operational capacity of the Member State Project Leader and Short term experts** mentioned in the proposal; the assessment is expressed on a **Yes/No** basis and a single negative evaluation of one criterion disqualifies the proposal.

**Award criteria** consider the **merit of the main qualifying aspects** of the proposal and are evaluated applying a **scoring system (1 to 5)**:

Selection and award of the Member State will be based on an evaluation of several qualitative aspects including but not limited to the proposed methodology, the experience of the proposed Project Leader, the institutional setting and the capacity of the administration and the Member State presentation, etc.

See Annex C6bis of the Twinning Manual: Twinning Light Administrative compliance and Eligibility grid and Annex C8 of the Twinning Manual Twinning Light Selection Fact Sheet

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## APPLICATION FORMALITIES

### 8. Twinning proposal and details to be provided

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<sup>66</sup> Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

<sup>67</sup> Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

<sup>68</sup> Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

<sup>69</sup> Including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU.

Twinning proposals must be submitted by the Member State Administration to the **EU Member States National Contact Points for Twinning** following the instructions of the **Twinning Manual** which must be strictly observed (including the use of the template).

**Only one Twinning proposal for Member State** can be submitted by the **Member State National Contact Points for Twinning** to the Contracting Authority within the deadline for applications.

The MS application should be submitted to the Contracting Authority via the email address of **Member State National Contact Points for Twinning**.

## **9. Deadline for applications**

Deadline for submission of Twinning proposals by the MS National Contact Points to the Contracting Authority: <date and time to be specified – *8 weeks for Twinning Light as per Twinning Manual paragraph 8.3.1;*>

The deadline for submission of Twinning proposals by the EU Member State Public Administrations to the corresponding National Contact Point is decided by the latter.

Any application received by the Contracting Authority after this deadline will not be considered.

## **10. Detailed information**

Detailed information on this Call for Proposals is contained in the Twinning Manual and in the specific project Twinning Fiche, which is available at the European Union Member States **National Contact Points for Twinning**.

The tentative date envisaged for starting the evaluation committee meetings is: **<to be specified:** *suggested at latest two weeks after the deadline for submission of proposals as per Twinning Manual paragraph 8.3.2.>*.

## ANNEX C12: Template for Addenda

**ADDENDUM No \_\_\_\_\_  
TO TWINNING GRANT CONTRACT \_\_\_\_\_**

- Reallocation between budgetary sections exceeding 25% changes between budget headings (in its original structure or as modified by an Addendum)
- Modification of a component and or the related **mandatory results/outputs**
- Change of RTA or Member State Project Leader

*The Contracting Authority (hereafter CA) [name and address as applicable]*

of the one part,

and

[full name of Member State or acronym where relevant] with its office at [address of main office for public bodies], VAT number or equivalent official registration number where appropriate], represented by [name of the person entitled to sign the contract; in other words same heading as for the original contract] ("the Member State Partner" - MSP),

of the other part,

have agreed as follows:

### **ARTICLE 1: Objective**

The purpose of this formal addendum to the Twinning Grant Contract is to  
*[describe the modification – WHAT WILL CHANGE]*

This modification is necessary because:  
*[provide justification – WHY IT WILL CHANGE]*

### **ARTICLE 2: Modification**

Annex A3– Budget for the Action – of the original contract is amended as described in Annex 1

Articles *[specify numbers and titles]* of the original contract are amended as described in Annex 2.

**<Use Annex A3 of the contract as basis and add a column showing the exact budget breakdown before and after the>**



### ARTICLE 3: Cumulative modifications notified

The aggregate amount of the modifications notified, by applying the flexibility rule to date is EUR \_\_\_\_\_, which constitutes \_\_\_\_\_% of the budget heading <add budget heading title><sup>70</sup>.

<i>Addenda/Side Letter no.</i>	<i>Amount of reallocation<sup>71</sup></i>	<i>Date of entry into effect</i>	<i>% of total budget heading</i>
<i>Side Letter 1</i>	<i>EUR 999 – B.H RTA 0 – B.H. Hor.Cost 0 – B.H. Comp.</i>	<i>01/01/1900</i>	<i>5% Budget Heading RTA Related Costs 0% Budget Heading Horizontal Costs 0% Budget Heading Components</i>
<b>TOTAL</b>			

### ARTICLE 4: Confirmation of validity

All of the parts and dispositions of the initial contract and the side letters/work plans or addenda, which are not modified here, remain valid.

This Addendum shall take effect upon the notification by the CA of its endorsement by all contract parties as specified below and changes to Annex 1 and 3 initialled by the parties agreed under the project implementation arrangement.

### ARTICLE 5: Annexes

#### Annex 1:

Comparative table of the relevant sections of the budget before and after modification

#### Annex 2:

Original and amended wording of the changed text

For the Member State

Name:

For the Final Recipient of the  
Action

Name:

*(signature of original signatory of the contract or PL if power has been delegated)*      *(signature of the Beneficiary PL)*

Date:

Date:

For the Contracting Authority

Endorsed

<sup>70</sup> If more budget headings are concerned, add % change for each heading.

<sup>71</sup> The amount of reallocation is a transfer inside a budget component or between budget components. Therefore, the side letters on non-budgetary changes equals "0".

Name:

*(signature)*

Date:

Name:

*(signature)*

Date:

**Note:** Unless supported documents are provided, signatories should be the same as in the original contract.

## ANNEX C13: Template for side letters

Only to be used in case of urgent notifications of changes not confirmed by the Steering Committee.  
In case of urgent change of an expert the CV for the incoming expert should be attached.

**SIDE LETTER No \_\_\_\_\_**  
**TO TWINNING GRANT CONTRACT \_\_\_\_\_**

Contracting Authority  
[Name]

### **ARTICLE 1: Objective**

The Member State and Beneficiary PLs hereby notify the CA of an urgent change to the work plan and activity for the above referenced contract and confirms that the change(s) will not require an addendum to be processed.

The purpose of the notification is to: (WHAT WILL CHANGE)  
and the notification is necessary because: (WHY IT HAS TO BE CHANGED)

### **ARTICLE 2: Notification, work plan and activity**

Work plan: The change influences the following elements of the work plan:  
Activity influenced under the heading:

### **ARTICLE 3: Confirmation of validity**

All other parts and provisions of the initial contract and the work plans or other addenda, which are not modified here, remain valid.

This modification takes effect on the date two days after the arrival of the present side letter at the Contracting Authority, unless any of its parts is in conflict with the Twinning rules.

### **ARTICLE 4: Annexes (if any)**

**Name:**

**Name:**

**Member State PL**

**Beneficiary PL**

(signature)

(signature)

**Date:**

**Date:**

## ANNEX C14: Instructions for preparation of addenda, work plan changes and side letters

The modifications will only apply to subsequent implementation and cannot apply retroactively.

### **Addenda:**

#### **The following changes require an addendum:**

- The relevant field of cooperation with the EU and the *Union acquis* related to the project.
- Change of the Member State administration involved in the Twinning project as mentioned in Article 5 of the Twinning Grant Contract.
- The execution period of the contract and the implementation period of the Action. (Article 2 of the Twinning Grant Contract).
- Mandatory results/outputs and targets to be achieved.
- Identity of the Member State and Beneficiary PLs, and of the RTA.
- Reallocations beyond 25% of the budget headings under the Twinning Grant Contract (Annex A3).

#### **Practical issues:**

- All changes which are intended to be introduced through an addendum should be discussed and agreed by the contracting parties at the Project Steering Committee before the submission.
- Addenda should be submitted to the Contracting Authority at least one month (preferably two) before the date on which the addenda should enter into force.
- Relevant parts of the contract which are being changed need to be annexed to the addenda; e.g. in case of the change of the execution period (legal duration) the following parts of the contract should be annexed:
  - Original and amended text of the Article 2 of the Special conditions,
  - New budget since the prolongation implies budgetary changes (please note that the new budget should present a column with the original budget, a column with the budget after the last side letter/work plans (showing the number of side letters/work plans which introduced the modification), a column with the budget after the addendum and columns showing savings/reallocations
  - Relevant activities of the work plan which are affected by this change, including Article 5 of the Special Conditions
- Signatories of the Addenda should be the same as the signatories of the original contract and the Beneficiary PL; If the signatory of the contract on behalf of the Member State is different from the Member State PL the signatory can delegate this right to the Member State PL (with the exception of the case in which the purpose of the Addenda is replacement of the Member State PL)
- All pages before signatures must be initialled by the Contracting Authority and all annexes numbered, if the amended parts of the work plan and/or the budget are annexed to the addendum, then these annexes should be initialled by the PLs (as in the original contract)

- Addenda enter into force upon the notification by the Contracting Authority, all changes described in the addendum which are implemented before that point are not eligible for financing in case they lead to changes between budget headings of more than 25%.
- The justification provided in the narrative part of the Addenda should be substantial, relevant and precise.

### **Instructions for filling in the relevant parts of the Addenda:**

**ARTICLE 1: Objective;** should provide information related to the change (describing the modification) and stating the purpose of this modification (s); in addition to that this article should provide justification for the every change which is intended to be introduced

**ARTICLE 2: Modification;** should provide information related to the articles and the annexes of the original contract which are being modified (stating every article/annex)

**ARTICLE 3: Cumulative modifications notified;** this article should show the aggregate amount of reallocations made through side letters/work plans up to the compilation of the addendum, showing (in the table) the amount of reallocations introduced with side letter/work plans.

*<For budgetary changes use Annex A3 of the contract as basis and add columns to this Budget to the contract to show "initial budget", "changes to date", "all changes to date including the addendum and add a column showing changes and another showing the situation after all changes>*

**ARTICLE 4: Confirmation of validity;** should be directly transferred from the template.

**ARTICLE 5: Annexes;** should list and number all annexes of the addendum.

### **Work plan and side letters:**

**Work plans are updated and discussed at the Steering Committees and work plan changes subsequently notified to the parties to the contract. No such changes can lead to re-allocations between budget heading exceeding 25%.**

Side letters are only used for notification of urgent changes between Steering Committee meetings. **No changes notified by side letter can lead to re-allocations between budget heading exceeding 25%**

Side letters are signed by the Beneficiary PL and Member State PL. Member State PL can delegate the RTA to sign side letters on his/her behalf for the lifetime of the project (Beneficiary PL cannot delegate). Side letters must be submitted to the Contracting Authority two days before coming into effect.

Changes to work plan/side letters must include identification of the changes referring to the relevant budget heading to the contract (see Annex C13).

## ANNEX C15: Template for rolling work plan

**ROLLING WORK PLAN No \_\_\_\_\_**  
**TO TWINNING GRANT CONTRACT \_\_\_\_\_**  
**WORK PLAN AND BUDGET FOR THE PERIOD: \_\_\_\_\_**

Contracting Authority

*[Name]*

### **General remark:**

The rolling work plan must be signed by the two PLs and initialled on each page. PLs cannot delegate others to sign rolling work plans on their behalf. The signature of the initial rolling work plan follow the signature of the Twinning Grant Contract. Work plans are updated after each Steering Committee meeting to monitor technical and financial implementation status and plan for the upcoming period.

The below indications of the structure of the work plan solely serves as an example. Member State and Beneficiary administration Project Leaders should agree the detailed format at the time of the preparation of the initial work plan and present this structure to the first Steering Committee.

Although not reflected below, the participation of the RTA and/or Component Leaders in local Sector/Thematic Working/Monitoring groups and/or coordination/cooperation meetings, seminars/conferences established by other actors in the sector, kick-off and wrap-up meetings at the EUD etc. - such activities should be described.

### **ARTICLE 1: Objective**

The Member State and Beneficiary PLs hereby notify the Contracting Authority of the detailed work plan and budget of the above mentioned Twinning Grant Contract for the 6-month period starting \_\_\_\_\_.

### **ARTICLE 2: Tasks (Inputs)**

Describe/update the details of each of the activities mentioned in the work plan (Annex A1 of the Twinning Grant Contract) to be implemented in the period covered by the present rolling work plan. Provide all information required in the form below. Remember that each activity constitutes a separate element in the project design and corresponds to one budget entry.

#### **Budget Heading - RTA and related expenses**

Sub-heading RTA Assistant(s):

Sub-heading .....

Indicators and benchmarks agreed

**Budget Heading – Horizontal costs**

Sub-heading Work plan preparations and Steering Committees

Sub-heading Communication and Information

Sub-heading .....

Indicator(s) and benchmark(s) agreed.

**Budget Heading - Mandatory Results / Components****Component 1: Specify the Mandatory result/output as per Twinning Fiche****Indicator/benchmark agreed****Activity 1.1:****Method**

- *Brief description of activity (What will happen: Member State STE mission, study visit, training, work shop, etc.), how will it be implemented, by whom (clear share of responsibility MS/BC) and when.*

**Resources**

- *Member State human resources needed. (Number of experts and man / days)*
- *Beneficiary administration human resources. (Number of people and their home institutions)*
- *other resources (translation, interpretation, training materials)*

**Activity 1.2:****Method**

- *Brief description of activity (What will happen: Member State STE mission, study visit, training, work shop, etc.), how will it be implemented, by whom (clear share of responsibility MS/BC) and when.*

**Resources**

- *Member State Human Resources needed (number of experts and man / days)*
- *Beneficiary administration Human Resources (number of people and their home institutions)*
- *Other resources (translation, interpretation, training materials)*

**Component N: Specify the Mandatory result/output as per Twinning Fiche****Indicator/benchmark agreed****Activity N.1:****Method**

- *Brief description of activity (What will happen: Member State STE mission, study visit, training, work shop, etc.), how will it be implemented, by whom (clear share of responsibility MS/BC) and when.*

**Resources**

- Member State human resources needed. (Number of experts and man / days)
- Beneficiary administration human resources. (Number of people and their home institutions)
- other resources (translation, interpretation, training materials)

Activity N.2:

**Method**

- Brief description of activity (What will happen: Member State STE mission, study visit, training, work shop, etc.), how will it be implemented, by whom (clear share of responsibility MS/BC) and when.

**Resources**

- Member State Human Resources needed (number of experts and man / days)
- Beneficiary administration Human Resources (number of people and their home institutions)
- other resources (translation, interpretation, training materials)

**ARTICLE 3: Risks**

*Specify/update the internal conditions related to the project that must be fulfilled to guarantee efficient and timely implementation and achievement of results.*

**ARTICLE 4: Schedule**

*Update, if appropriate, the schedule included in the Initial work plan.*

Project Month	1	2	3	4	5	6	7	8	9	10	11	N
<b>RTA Related Costs</b>												
<b>RTA assistants</b>												
<b>Horizontal costs</b>												
<b>Work plan preparations</b>												
<b>Steering Committees</b>												
<b>Communication and Visibility</b>												
<b>Mandatory results/outputs</b>												
<b>Component 1</b>												
<b>Activity 1.1</b>												
<b>Activity 1.2</b>												
<b>Activity 1.3</b>												
<b>Component n</b>												
<b>Activity n.1</b>												
<b>Activity n.2</b>												
<b>Activity n.3</b>												



**ARTICLE 5: Human Resources**

*Provide/update details and CVs of Member State Experts performing each of the functions above during the period covered by the present rolling work plan, as well as their counterparts in each of the Beneficiary Institutions. The table below can be amended to the detail needs agreed between the Member State and Beneficiary Project Leaders.*

Member State or Beneficiary	Name	Present position	Employer	Years of experience	Education	Specialist knowledge	BC experience	Languages

**ARTICLE 6: Budget**

*Describe/update the budgetary details of each of the activities mentioned in the work plan (Annex A1 of the Twinning Grant Contract) to be implemented in the period covered by the present work plan and provide all information required in the table below.*

*Please fill in also the information provided in the annex to this work plan, as well as that included in previous work plan(s), so that the table offers a complete overview of the budgeted costs.*

**BUDGET to be annexed**

*<Use the template provided in Annex A3 to the Twinning Grant Contract as a basis and add a column showing status, impact of updated work plan(s) and another showing situation after all changes to date including the new work plan>*

**The Member State PL**

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

**The Beneficiary Country PL**

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

## ANNEX C16: Guidelines for Fact Finding Missions

### Advice for fact finding missions clarification meetings and/or fact finding missions before submission of proposals

#### Fact Finding Mission

The Contracting Authority might invite all Member States to take part in a clarification meeting either on site or via Video conference or a fact finding mission enabling Member States to develop a better understanding of the context in which a Twinning project will be implemented.

#### Member State initiative

The EU Member State that on own initiative wish to organise a fact finding mission should notify the contracting authority and copy the EUD (if not the contracting authority).

The notification should include

- a) Written approval to receive a fact finding mission undersigned by the Beneficiary administration and/or the Contracting Authority
- b) List of issues that the fact finding mission will explore
- c) Date of the mission
- d) Participants to the mission

#### Information and involvement of other Member States

Following the notification from the initiating MS, the Contracting Authority informs all Member State National Contact Points (Member State NCP) about the fact finding mission and its planned contents.

Any Member State may require to be associated to the fact finding mission and subsequently designate participants from its Administration.

A Member State that does not wish to participate in the fact finding mission may alternatively suggest, before the beginning of the mission, that the initiating Member State addresses additional issues during the mission.

#### Participation of the EUD

The EUD is kept informed about the programme and the participants, in parallel with national authorities (including the NIPAC/CFCU offices under IPA and PAO in the ENI context). The EUD should participate as observer at the fact finding mission and ensure that it is carried out in a transparent and fair manner.

### Participants

All participants designated by the initiating Member State or by another Member State must be officials of the institutions potentially interested or involved in the Twinning project.

### Circulation of the outcome of the mission

The initiating Member State establishes, in agreement with the Beneficiary administration, minutes of the fact finding mission addressing all relevant questions and aspects discussed and circulates these, at the latest 21 days before the deadline of the Call for Proposals, to all Member State NCPs and to the European Commission (Twinning Coordination Team in Directorate-General Neighbourhood and Enlargement Negotiations (DG NEAR)). Comments, observations and integrations by other participants to the fact finding mission are communicated directly to the same addressees.

### Costs

All costs related to the organisation and execution of fact finding missions are borne directly by each Member State involved. They are not eligible for financing under the Twinning project.

## ANNEX C17: Template for self-certification for mandated body status

*The model could/should be amended to fulfil the requirements set by the Member State in particular to reflect the institutional responsibilities of the Member State NCP.*

*In line with the Twinning Manual the full responsibility for compliance with the criteria for mandated bodies lies either with the Mandated Body itself or the MS NCP.*

*Bodies registered as International Organisations (IO) can under Twinning neither be considered part of the MS administration, nor act in a role as Mandated Body.*

< The entity> < MS NCP> (delete as appropriate) requesting a mandated body hereby certifies it is eligible to the status of:

- Full mandated body
- Ad hoc mandated body
- General Management body

Fulfilling the following criteria:

- are entrusted with the delivery of public service(s) by law or government act, also laid down as a main purpose in their mandate/statute
- are under permanent structural supervision of a public authority exercising a predominant role with regards to the management/decision making and the operation of the body/entity ;
- are subject to the financial control by a public authority or by an entity appointed by a public authority ;
- are subject to audit by a public authority or by an entity appointed by a public authority.

In addition to meeting the above criteria, entities applying for full mandate status will have sufficient and proportionate level of permanent staff; meaning inter alia, that the permanent staff has to be commensurate with the requirements of the project so as to avoid the need to subcontract or temporarily hire expert staff for carrying out Twinning assignments.

<The entity><The MS NCP> (delete as appropriate) applying for ad hoc mandated body hereby declares that it has sufficient capacity to exercise the role foreseen with its own resources.

We, <The entity><The MS NCP> (delete as appropriate) acknowledge that if the declarations or information provided prove to be false we may be subject to rejection from this procedure

and to administrative sanctions in the form of exclusion and financial penalties up to 10 % of the total estimated value of the grant being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force.

We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

We acknowledge that we shall inform promptly the MS NCP if we no longer comply with the criteria necessary for the status of mandated body.

Authorised person (Full name and role) on behalf of (Full name of institution and acronym).

<If the Member State NCP assumes responsibility for the information the document should be signed by the Member State NCP representative authorised to sign>

<If the Member State NCP do not assume responsibility for the information the document should be signed by the Mandated Body representative authorised to sign on its behalf>

In any case the document is sent by the Member State NCP for registration by the Twinning Coordination Team.

Signature.....

**INFORMATION TO BE PROVIDED**

**IN SUPPORT OF A BODY’S REQUEST FOR A MANDATE**

<b>Acronym</b>	<b>Name in Local Language</b>	<b>Name in English</b>	<b>Legal Status</b>	<b>Holders of capital</b>	<b>Field of Activity</b>	<b>Level of Permanent Staff</b>	<b>Supervisory Public Authority</b>
	<p><b>Address</b></p> <p><b>Website link</b></p>			<p>(or of assets, if the body does not, have legal capital)</p> <p>If the public is majority holder of the capital and/or assets such fact could fulfil criteria 2-4).</p>	<p>Identify Sector and/or area the <i>Union acquis</i></p> <p>If a (General) Management Body identify this with the term “Management Body”</p>		<p>Describe the degree of supervision/control by Public authorities.</p> <p>Describe the areas of delegation of functions and powers.</p> <p>Describe which Public authorities appoints board members and the percentage of public authority appointed members</p> <p>Describe how financial controls are exercised and by who and the audit institution auditing the accounts of the body.</p>

**Declaration of  
impartiality and confidentiality  
for the participation to a Twinning project selection meeting**

Publication ref: \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate in the evaluation of the above-mentioned [Twinning project reference number and title of the project]). By making this declaration, I declare that I am aware of the following:

1. Financial persons and other persons involved in budget implementation and management, including acts preparatory thereto, audit or control shall not take any action which may bring their own interests into conflict with those of the European Union.

If such a risk exists, the person in question shall refrain from such action. He or she shall refer the matter to the authorising officer by delegation and inform his/her hierarchical superior. The authorising officer shall confirm in writing whether a conflict of interests exists. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter. The authorising officer by delegation shall personally take any further appropriate action.

2. For the purposes of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial person or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a Beneficiary.

I hereby declare that, to my knowledge, I have no conflict of interest with the operators who have applied to participate for this contract, including persons or members of a consortium, or the subcontractors proposed.

I confirm that if I discover during the evaluation that such a conflict exists or might exist, I shall declare it immediately to the chairperson of the evaluation committee. In the case that such conflict is confirmed by the chairperson, I agree to cease from participating in the evaluation committee.

I confirm that I have familiarised myself with the information available to date concerning this Call for Proposals, including the provisions of the Practical Guide relating to the evaluation process.

I shall execute my responsibilities impartially and objectively. I further declare that, to the best of my knowledge, I am not in a situation that could cast doubt on my ability to evaluate the application(s).

I shall maintain the strictest confidentiality in respect of all information acquired as a result of my involvement in the evaluation process of the above-mentioned call, as well as any information relating specifically to the object of this call.

I undertake neither to disclose such information to any person who is not already authorized to have access to such information, or to discuss it with any person in any public place or where others could overhear it.

I furthermore undertake to use this information only in the context, and for the purposes of, the evaluation of this specific call.

After the conclusion of the evaluation I undertake not to retain copies of any written information, as well as any templates or models used in the course of my duties.

I understand that any unauthorized disclosure by me will result in the termination of my role as a member of this evaluation committee and may also render me liable to legal action.

I undertake to maintain this duty of confidentiality after the conclusion of my term as a member of this evaluation committee.

Name	Function	Representing	Signature

Done at.....on the .....



## ANNEX C19: Communication and Visibility Plan Template

<b>Communication and Visibility Plan Template<sup>72</sup></b>
<b>Project Title:</b>
<b>Sector:</b>
<b>Participation in Networks on location (if applicable)</b>
<ul style="list-style-type: none"> <li>• Relevant Donor coordination group(s):</li> <li>• Relevant Sector working group(s):</li> </ul>
<b>Political dialogue meetings</b> (including subcoms etc.) are planned for:
<identify>
<b>General Communication Strategy</b>
<b>Objectives</b>
<b>1. Overall communication objectives</b>
<ul style="list-style-type: none"> <li>• The key EU messages related to the area/sector of intervention/ the overall objective are to be found at: &lt;identify&gt;</li> </ul>
<b>2. Target groups</b>
<ul style="list-style-type: none"> <li>• Within the Partner country(ies) where the action is implemented</li> <li>• Within the EU (if applicable)</li> </ul>
<b>3. Specific objectives for each target group</b> , related to the action's objectives and the phases of the project cycle
<p>Examples of communication objectives:</p> <ul style="list-style-type: none"> <li>• ensure that the beneficiary population is aware of the implementing partners and of the EU's roles in the activity</li> <li>• raise awareness among the host country population or in EU of the roles of the implementing partner and of the EU in delivering aid in a particular context</li> <li>• raise awareness of how the EU and the partner work together to support education, health, environment, etc.</li> </ul>
<b>Communication Activities and Tools</b>
<b>4. Main activities</b> that will take place during the period covered by the plan. Include details of:
<ul style="list-style-type: none"> <li>• the nature of the activities</li> <li>• the responsibilities for delivering the activities</li> </ul> <p>Examples of communication activities:</p> <ul style="list-style-type: none"> <li>• <b>Presentations to EU Delegations (EUD) and Partner Countries (PC) management</b></li> </ul>

<sup>72</sup> This template has been drafted on the basis of the Template included in the "Communication and Visibility Manual for European Union External Actions" 2010. Contracting Authorities should always refer to the latest communication in case of updates/changes and use the last communicated manual. Additional requirements may need to be followed upon instruction of the Contracting Authority

and staff planned for:

✓ \_\_\_\_\_

**Other presentations** agreed (HOMs meetings, meetings linked to Policy dialogue EU-PC, presentations for a specific group/specific requests etc.):

✓ \_\_\_\_\_

- **Project Awareness events**

These events should only be planned if relevant and timely and should, in any case, be agreed beforehand with the EUD, according to their communication agenda. Events should be consistent with the technical or political/technical nature of the project. In case of political interventions the dates and a detailed programme need to be agreed with the EUD on a case-by-case basis.

✓ Opening event

✓ Other specific events (in the course of implementation)

✓ Closing event

- **Public appearances / publications**

Kindly note that neither the RTA, nor the experts, can speak on behalf of the EU. They can express their expert opinions in the media and/or in a publication only with a specific written approval from the Head of the European Delegation (HOD) in the Partner country.

The following public appearances / publications is/are planned and have/has been agreed by the HOD/EUD:

---

## 5. Communication tools

Include explanations on the advantages of particular tools (media, advertising, events, etc.) in the local context.

Examples of communication tools:

- **Communication platforms**

Cooperation with the EUD must be ensured in order to link the project webpage to the EUD webpage, whenever possible. Access and publication rights on the website and social media profiles should only be granted to a few people and a contact person should be responsible for:

✓ Contact person's name for log-in access rights: <specify>

✓ The following webpage(s) is/are planned for presenting the project and its activities: <specify>

✓ The following social media profile(s) will be opened / are planned: <specify>

## Achievements & Results

### 6. Indicators of achievement<sup>73</sup>

- Completion of the communication objectives  
Include indicators of achievement for the different tools proposed

- Provisions for feedback (when applicable)  
Give details of assessment forms or other means used to get feedback on the activities from participants

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<sup>73</sup> Consistent with those set out in the logical framework for the action.

## Resources & Budget

### 7. Human Resources

- Person/days required to implement each communication activity
- Members of the management team responsible for communication activities / contact person for access rights to website and social media

### 8. Financial resources

- Budget required to implement the communication activities (in absolute figures and as a percentage of the overall budget for the action)

The absolute maximum for the communication and visibility activities is set at 3% of the overall Twinning budget. The partners should carefully analyse the needs for communication/visibility, reflect all actions arising from the analysis of these needs into an overall plan and cost this plan in detail. When procuring services of any kind for the implementation of the plan, the partners should carefully analyse what items might be delivered by the same entity – although at different times – in order to get the best value for money and not circumvent procurement rules.

Since the EU Member States) experts involved in the plan might only exceptionally speak the language of the PC, careful consideration should be taken for interpretation/translation costs and the partners should up-front whether it would be most cost-effective to recruit interpretation/translation services via full-time RTA assistant contracts.

The project is requested to follow the visibility guidelines for projects financed or co-financed by the EU as referred to in the Twinning Manual<sup>74</sup>.

The detailed budget is attached to the communication and visibility plan.

Signed by

EU MS Project Leader (PL)

Beneficiary country PL

EUD

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Date / Place

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<sup>74</sup> "Communication and Visibility Manual for European Union External Actions" 2010, for contracts signed before of 1<sup>st</sup> of January 2018 and "Communication and Visibility Requirements" 2018 for contracts signed since that date onwards. [https://ec.europa.eu/europeaid/sites/devco/files/communication-visibility-requirements-2018\\_en.pdf](https://ec.europa.eu/europeaid/sites/devco/files/communication-visibility-requirements-2018_en.pdf)

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