



**INSTITUTION BUILDING IN THE  
FRAMEWORK OF EUROPEAN UNION  
POLICIES  
COMMON TWINNING MANUAL**

**REVISION (2012)**

**This Twinning Manual provides practical and comprehensive information for public sector experts involved in the preparation and implementation of Twinning projects.**

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## GLOSSARY

<b>AA</b>	The Euro-Mediterranean Association Agreements are the main contractual agreements between the European Union and its Mediterranean partners. The AAs contain clauses dealing with fundamental principles, such as respect for human rights, political dialogue, the free movement of goods, economic cooperation, cooperation in social and cultural affairs, financial cooperation and institutional provisions. These are the standard clauses – each agreement logically also covers the particular features of the relations between the European Union and each of its partners.
<b>AWP</b>	Annual Work Plan. In the South, the AWP is the annual programming documents containing the budgetary envelopes of the projects to be implemented. AWP's are approved each year, between the Beneficiary country and the European Commission.
<b>AO</b>	The administrative office (AO) is a body within the administration of the beneficiary country, which has been designated to retain the overall procedural, financial and contractual management of the Twinning projects. The actual scope of its responsibilities varies depending upon the geographical area and the applicable management system (see also PAO for ENPI Countries).
<b>BC</b>	Beneficiary Country (beneficiary of Twinning projects under IPA - enumerated in Annex I and Annex II of Council Regulation (EC) No 1085/2006 establishing an Instrument for Pre-Accession Assistance (IPA) - or ENPI enumerated in Annex I of the Council Regulation (EC) No 1638/2006 of the European Parliament and of the Council of 24 October 2006 laying down general provisions establishing a European Neighbourhood and Partnership Instrument).
<b>CA</b>	Contracting Authority. The CA in a decentralised mode is the PAO or CFCE and in a centralised mode it is the European Commission on behalf of the European Union. The EU Delegation has a "delegated" legal personality.
<b>Centralised management</b>	Form of management, as defined in Article 53a of Regulation (EC, Euratom) No 1605/2002, whereby the Commission through the EU Delegation acts as contracting authority and takes decisions for and on behalf of the beneficiary country.
<b>CFCE</b>	Central Financing and Contracting Entity (Unit / Agency / Department): Structure within the Central Administration of a IPA Beneficiary Country, responsible for contracting and disbursing EU funds in case of conferral of management power with ex-ante control by the Commission.
<b>De-centralised management with ex ante control</b>	Form of management as defined in Article 53c of Regulation (EC, Euratom) No 1605/2002, whereby, following proper accreditation and conferral of management power, the Central Financing and Contracting Entity of a Beneficiary Country acts as contracting authority, while the Commission performs ex ante control.
<b>De-centralised management without ex ante control</b>	Form of management as defined in Article 53c of Regulation (EC, Euratom) No 1605/2002, whereby, after the Commission has satisfied itself of the effective functioning of the management and control system concerned in accordance with the relevant EU and national rules, the Administrative Office of a Beneficiary Country acts as contracting authority, without ex ante control by the Commission.
<b>ENP Action Plan</b>	Agreed bilaterally between the EU and twelve of its neighbour countries, they are a central element to the ENP and in effect a 'road map' for both sides. The Action Plans, concluded for 3-5 years, set out an agenda of political and economic reforms with short and medium-term priorities. Implementation is jointly promoted and monitored through sub-Committees.  The documents are available at <a href="http://ec.europa.eu/world/enp/documents_en">http://ec.europa.eu/world/enp/documents_en</a> .

<b>ENPI</b>	The former Tacis and MEDA programmes have been replaced by the European Neighbourhood and Partnership Instrument. For the period 2007-2013, EU assistance under the European Neighbourhood and Partnership Instrument (Regulation n° 1638/2006) adopted in October 2006 in force from the 1st of January 2007 to the 31st of December 2013) shall promote enhanced cooperation and progressive economic integration between the European Union and the partner countries and, in particular, the implementation of partnership and cooperation agreements, association agreements or other existing and future agreements. It shall also encourage partner countries' efforts aimed at promoting good governance and equitable social and economic development. See table 1.2 for countries which are covered.
<b>FOCAL POINTS</b>	Each beneficiary ministry of the ENPI will be responsible for appointing a "Focal Point" that will be in charge of the technical implementation of the instrument. Each focal point will be the PAO contact point for the project(s) of its Ministry or public sector institution.
<b>IPA</b>	The instrument set up by Council Regulation (EC) No 1085/2006 of 17 July 2006 establishing an Instrument for Pre-Accession Assistance (IPA) to cover institution building, regional and cross border co-operation, regional development, rural development and human resources.
<b>Mandated body</b>	Semi-public bodies mandated to implement Twinning projects according to the same conditions as if they were an integral part of the administration.
<b>MS</b>	Member State(s) of the European Union.
<b>NCP</b>	National Contact Point for Institution Building. A designated public official in each of the MS and beneficiary countries is the institutional contact point for all Twinning activities. Tasks include communication, facilitation and liaison.
<b>PAO</b>	Programme Administration Office. In the ENP South countries, except for Israel, it is the project management office for the Support programmes for the implementation of Association Agreements (SAAP programmes) in general, and for Twinning in particular. In the ENP East countries, and in the case of Israel, the PAO is a body within the administration of the beneficiary country which has been designated to assist the Delegation with the overall management of Twinning projects. In a decentralised system the PAO is the Contracting Authority.
<b>Partnership and Cooperation Agreement (PCA)</b>	The formalisation of bilateral relations between the EU and individual partner countries has been achieved through the negotiation of <b>Partnership and Co-operation Agreements (PCAs)</b> , now in force with ten of the ENP East countries. PCAs are legal frameworks, based on the respect of democratic principles and human rights, setting out the political, economic and trade relationship between the EU and its partner countries. Each PCA is a ten-year bilateral treaty signed and ratified by the EU and the individual state.
<b>PL</b>	Project Leader: a high-ranking official in MS and BC respectively. Directs the implementation of the Twinning project.
<b>Practical Guide (PRAG)</b>	European Commission - "Practical Guide to contract procedures for EU external actions" available at: <a href="http://ec.europa.eu/europeaid/work/procedures/implementation/practical_guide/index_en.htm">http://ec.europa.eu/europeaid/work/procedures/implementation/practical_guide/index_en.htm</a>
<b>RTA</b>	Resident Twinning Adviser: A civil servant from a Member State administration who works in the BC on a full-time basis for at least one year in the framework of a Twinning project to coordinate the day to day activities of the project.
	In order to encourage the partnership between the European Union and the ENP South countries and to support the efforts of these countries' administrations to

<b>SAAP</b>	ensure the implementation of the various points specified in the AA, the European Commission launched the " Support to the Association Agreement Programmes' (SAAP) which is now called within ENPI, the "Support to the ENP Action Plans".
<b>Twinning Contract</b>	Contractual agreement between the CA and the MS on the Twinning Project. It includes the Special Conditions, the work plan and standard annexes.

**General remark**

The expressions "under IPA" and "under ENPI" used in the present Manual do not necessarily refer to the application of specific norms and provisions of the IPA Regulation (1085/2006) and, respectively, of the ENPI Regulation (1638/2006), but identify rather the pertinent group of beneficiary countries whenever different implementation provisions are foreseen.



## PREFACE

According to article 77.2 of Commission Regulation (EC) No 718/2007, implementing Council Regulation (EC) No 1085/2006 establishing an instrument for pre-accession assistance (IPA), it is the responsibility of the European Commission services to establish and regularly update a Twinning Manual. Since implementation of Twinning in the geographical area covered by the European Neighbourhood Policy (ENP), the Manual has been drafted as a Common Manual providing a co-ordinated, complete and user-friendly guide for implementing Twinning projects in both the IPA and ENP environment.

The present revised version of the Manual builds on past experience gained since 1998 (since 2004 in the ENP region), on comments and recommendations formulated by evaluators, on best practices gathered over the years and on the constructive input of a variety of stakeholders: beneficiary administrations, Member States, task managers in EU Delegations and Administrative Offices, Resident Twinning Advisers, etc.

This version of the Twinning Manual remains faithful to the structure of the previous issues. It outlines the basic principles governing any Twinning project from inception to conclusion and provides practical guidelines for operational and financial management.

The provisions concerning the Twinning Review Missions – introduced in the 2009 revision of the Manual, are better defined and detailed in order to allow for immediate implementation of these Missions.

The reader will also discover many minor but hopefully useful editorial improvements, dictated by the analysis of the most frequent questions submitted to the Twinning co-ordination teams, asking for clarification and interpretation of the rules.

The co-ordinated manual compiles a joint base with common provisions for both regions complemented by region specific rules, where this is unavoidable. For easy reference, the region specific sections are printed in *Italics*.

This structure thus provides MS National Contact Points for Twinning and the other Twinning stakeholders with a comprehensive document and it allows beneficiary countries to retrieve the specific provisions for their respective regions.

On this occasion, the European Commission would once again like to express its appreciation to the public administrations in the MS for their participation in Twinning. It is looking forward to the continuation of this close and productive co-operation.

**PART A**

**THE GENERAL APPROACH**

## Section 1: Introduction

### 1.1. Twinning as an Instrument for Institution Building

Twinning is an initiative of the European Commission that was launched in 1998 in the context of the preparation for enlargement of the European Union. It was conceived as an instrument for targeted administrative co-operation to assist the *pro tempore* Candidate Countries to strengthen their administrative and judicial capacity to implement EU legislation as future Member States of the European Union. It has remained an important pre-accession instrument which is now available for all the candidate countries and pre-candidates benefitting from the Instrument of pre-accession (IPA): Albania, Bosnia and Herzegovina, Croatia, the former Yugoslav Republic of Macedonia, Iceland, Kosovo\*, Montenegro, Serbia and Turkey. As from the end of 2003, Twinning has been available to some of the countries covered by the programme for **Newly Independent States were Partnership and Cooperation Agreements are signed between the Newly Independent States and the EU.**

Concerning the **Southern Mediterranean region**, Association Agreements are signed between these and the EU in order to deepen co-operation within the general objectives of the Euro-Mediterranean Partnership. To implement these agreements, Support Programmes to the implementation of the Association Agreements (SAAPs) were launched.

The extension of the Twinning instrument to other regions coincided with the emergence of the European Neighbourhood Policy (ENP). Developed in view of the EU enlargement of May 2004, the ENP sets a framework for the EU relations with its Eastern and Southern neighbours. The overall goal of the ENP is to foster the political and economic reform process, promote closer economic integration, legal and technical approximation and sustainable development. To support its implementation, the ENP will be complemented by a new regulation that entered into force in 2007 - the European Neighbourhood and Partnership Instrument (ENPI).

In this context Twinning is introduced as an Institution Building co-operation instrument for the ENPI countries to implement the ENP Association Agreements/Partnership and Co-operation Agreements.

Notwithstanding the need for adjustment to the specific situation and procedures designed for each geographical area, Twinning as an Institution Building instrument rests upon common features.

Firstly, Twinning projects are built around jointly agreed EU policy objectives, such as the preparation of EU enlargement or enhanced co-operation in line with EU policies, as foreseen under the respective IPA and ENPI regulations.

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\* This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo Declaration of Independence.

Twinning is an EU institution building instrument developed by the Commission and based on partnership cooperation between public administrations of EU Member States and a Beneficiary Country for the achievement of mandatory results jointly agreed with the Commission.

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

• **Projects are built around jointly agreed policy objectives** deriving from the joint EU-BC agenda, i.e. combining the EU policy orientations (as set out in the European Commission Progress Reports and/or other policy documents) and the Beneficiary Administration's efforts for reform (as set out in strategic documents adopted by relevant BC authorities).

• **Beneficiary Country retains ownership of the project, from the conception of the Twinning fiche until the closure of the Twinning Contract:**

• As a rule, the **beneficiary country (BC) selects its Member State (MS) partner(s)**; under ENPI in centralised management, the BC participates to the selection.

• The selected MS partner(s) undertake(s) to transfer the requested hands-on public sector expertise available in its home administration. This includes first and foremost the secondment of a full time **Resident Twinning Adviser** (a public sector official) for at least 12 months to a maximum of 36 months;

• Twinning projects must bring to the BC a **concrete operational result** (the so called mandatory results) in connection with the EU acquis or other EU policies open for co-operation;

• The Twinning partners **commit themselves** to achieving the mandatory results, and not only to the means to achieve them. At the end of the project a new or adapted system must function under the sole responsibility and ownership of the BC;

• Twinning is a **joint project of a grant nature**. It is not a one-way delivery of technical assistance from a MS to a BC. It is a joint process, in which each partner takes on responsibilities. The BC commits itself to undertaking and funding reforms, the MS to accompanying the process for the duration of the project;

• To underpin the credibility of their commitment, the Twinning partners draft a **Twinning work-plan**, before starting work. The possibility is foreseen to adapt the work-plan in the course of its implementation, but it must fix clear benchmarks to allow for close monitoring of progress towards the final result;

• The **achievements** of a Twinning project (mandatory results) 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.

• In order to ensure transparency of proceeding and equality of all administrative bidders, the Twinning calls for proposals **will only be circulated to the designated National Contact Points** in the administrations of Member States with publicity on the EuropeAid website (for ENPI) or on the Twinning Community Tool (<https://circabc.europa.eu> password protected) (for IPA).

Some special procedures are necessary to take account of the particular nature of Twinning and to ensure sound financial management. The absence of commercial tendering and the selection of the MS project partner by or with the systematic involvement of the beneficiary administration make it necessary to find other means of controlling the costs which may legitimately be borne by the programme. These procedures express the specific nature of Twinning projects.

Twining projects encompass a series of actions and inputs. Secondments of long-term MS experts to BC administrations form the ‘backbone’ of Twinning projects (See 2.2.2). To achieve its objectives, a Twinning project also needs various other expert inputs, such as medium- and short-term specialists, training etc.

Following the completion of a Twinning project, the BC is expected to have achieved significant progress in the identified area of the project. In some cases, one Twinning project may not be sufficient to achieve this goal, and a series of additional actions (Twining, Twining light or other instruments of Institution Building) may be required to achieve full compliance with the relevant obligations. However, 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 their achievement.

**Twining activities are ideally suited to projects with the following features:**

- the goal is relatively clear, i.e. the BC has a good understanding of the relevant part of the acquis or the relevant area of co-operation, and has selected the type of system it intends to adopt;
- sufficient political will exists in the BC to create the best possible conditions for drafting and adoption of the relevant legislation;
- sufficient BC commitment exists to ensure that the required resources (financial, staff) are mobilised in a Twinning project.
- a well-defined priority on the beneficiary administration’s own agenda guaranteeing that the Twinning project idea derives from actual need.

If a BC is lacking any point of reference for the development of a specific sector, there may be a case for traditional Technical Assistance in order to help better define the options for reform. For example, there are at least two quite different types of land registry systems in use in MS. One system requires a map based on very detailed measurements made on the ground, for this map is in itself considered sufficient proof of boundary lines. Another system is based on aerial photography, less accurate, which only supports the land ownership established by a legal text. Before a Twinning project can begin to develop a system for the registration of land, and for instance starts an aerial photography exercise, the BC must already have decided which model it wants to adopt.

Twining has been regularly evaluated by independent external experts. Some of these evaluation reports can be found on the Twining website of DG ELARG: [http://ec.europa.eu/enlargement/how-does-it-work/technical-assistance/twining\\_en.htm](http://ec.europa.eu/enlargement/how-does-it-work/technical-assistance/twining_en.htm) .

The Court of Auditors has released a special audit report on Twinning and a subsequent review report. The reports together with the Commission's replies can be found on the website of the Court of Auditors: <http://eca.europa.eu> .

## 1.2. Overview of EU Funding for Twinning

INSTRUMENT	BENEFICIARY COUNTRIES	REGULATION	AIM
IPA	<p><b>ALBANIA, BOSNIA AND HERZEGOVINA CROATIA, FORMER YUGOSLAV REPUBLIC OF MACEDONIA, ICELAND, KOSOVO, MONTENEGRO, SERBIA, TURKEY</b></p>	<p><b>Council Regulation (EC) No 1085/2006 of 17 July 2006</b></p>	<p>Institution Building assistance to countries which strive to become MS of the European Union <b>in enforcing the EU acquis.</b></p> <p><b>Main instrument to support the Stabilisation and Association Process for potential candidates to EU Membership.</b></p>
ENPI	<p><b>ENP East countries ARMENIA, AZERBAIJAN, GEORGIA, MOLDOVA, UKRAINE</b></p> <p><b>Other Eastern countries having signed PCAs are possibly eligible for future Twinning projects: RUSSIAN FEDERATION, BELARUS</b></p> <p><b>ENP South countries: TUNISIA, JORDAN, LEBANON, MOROCCO, EGYPT , ISRAEL, ALGERIA (Countries having signed a Support programme for the implementation of the Association Agreements)</b></p> <p><b>The Occupied Palestinian Territory. The Palestinian Authority has signed an AA which is possibly eligible for a future Support to an ENP Action Plan.</b></p> <p><b>SYRIA: The Association Agreement is not yet signed. LIBYA: No Association Agreement signed</b></p>	<p><b>ENPI: Regulation (EC) No 1638/2006 of the European Parliament and of the Council of 24 October 2006</b></p>	<p>For the period 2007-2013, EU assistance under the European Neighbourhood and Partnership Instrument shall promote enhanced cooperation and progressive economic integration between the European Union and the partner countries and, in particular, the implementation of partnership and cooperation agreements, association agreements or other existing and future agreements. It shall also encourage partner countries' efforts aimed at promoting good governance and equitable social and economic development.</p>

## Section 2: The Components of a Twinning Project

### 2.1. Fundamental Principles of all Twinning Projects

- A Twinning project is NOT designed to provide only advice or other types of classical Technical Assistance. It is a project of administrative co-operation in a specific field that must yield MANDATORY RESULTS.
- A Twinning project is NOT one-way Technical Assistance from MS to BC. It is a close partnership in which the specific commitment of the beneficiary, who is also the driving force behind the changes targeted, is vital.
- A Twinning project does NOT aim at replicating a particular MS administrative system but rather strives to help introduce EU wide best practices in connection with EU legislation.

The concept of ‘mandatory results’ is a **key feature of Twinning**. Both project partners commit themselves to work towards commonly agreed results in a joint project implementation process. The Commission indicated from the outset that Twinning projects should focus on limited and well-defined institutional targets. These ‘mandatory results’ can be an intermediate benchmark, which constitutes a specific criterion in relation to administrative capacity, as long as there is a jointly agreed target. This target must be measurable and precise.

At the completion of a Twinning project, the BC should have a significantly improved organisation enabling it to properly fulfil its objectives in relation to the EU acquis or in relation to the relevant area of co-operation with the EU.

The aim of Twinning is therefore to produce an operational outcome in a particular field. Achieving this aim calls for long and thorough co-operation between BC and MS, bringing into play whatever actions are required to achieve the desired results.

### 2.2. The Project Leaders (PL) and the Resident Twinning Adviser (RTA)

In all Twinning projects, success in delivering mandatory results depends on the coherence of a number of successive inputs, the continuity of those inputs and steady progress.

#### 2.2.1. The Project Leaders

The successful implementation of a Twinning project requires the commitment of two Project Leaders, appointed in the MS and the BC administrations respectively. In case of a consortium, the Junior partner(s) will designate their Junior MS project leader(s) who shall report to the lead MS PL according to the provisions of the consortium mandate (see Annex A8).



Every Twinning project includes a MS Project Leader, who continues to work in his/her MS administration but who devotes a portion of his/her time to conceiving, supervising and co-ordinating the overall thrust of the project. The MS Project Leader should be a high-ranking civil servant or equivalent staff commensurate with the requirement for an operational dialogue and backing at political level, therefore he/she can not come from an ad hoc mandated body. The MS Project Leader is not an adviser, he/she directs the implementation of the project. He/she is always complemented by at least one full-time expert from a MS, known as the Resident Twinning Adviser (RTA), to work on a day-to-day basis with the beneficiary administration in the BC and accompany the implementation of the Twinning project. The RTA is the backbone of a Twinning project throughout the entire duration of the implementation period of the Action. He or she is supported in his or her MS administration for logistics, accounting and administrative tasks. This support should allow the RTA to concentrate on the essence of the project.

In addition, a BC Project Leader is needed in each Twinning project. He/she acts as the counterpart of the MS Project Leader and ensures in close co-operation the overall steering and co-ordination of the project. He/she is likewise expected to be a high ranking official in the BC administration, who is in a position to operate at the appropriate political level. The role of the BC Project Leader and the RTA counterpart in the beneficiary administration are complementary.

### **2.2.2. The Resident Twinning Adviser**

#### **Definition**

RTAs are civil servants or equivalent staff seconded to work and to be based in the BC for at least twelve consecutive months to a maximum of 36 months.

RTAs are made available by MS administrations or mandated bodies to counterparts in BCs through EU funding.

The seconded experts covered by these provisions remain in paid employment in their national administration or mandated body throughout the period of secondment.

RTAs must in principle be nationals of a MS of the EU.

#### **Qualification of RTAs**

To qualify for secondment, RTAs must have at least three years' experience in activities related to the implementation of the EU acquis in the area covered by the Twinning project fiche, to the pertinent legislative process or to other actions referred to by the Twinning project fiche covering their secondment.

RTAs shall have a rank equivalent to university level and should have a good working knowledge of English, French or German.

#### **Status of RTA**

In the host country, the RTAs' status is that of technical experts. Like other technical experts, they are not automatically entitled to diplomatic status (they are not included in the list of diplomatic staff), unless the MS grants this status or the BC extends such privileges as a matter of courtesy.

## **Geographical scope and duration of secondment**

For the purpose considered in the present section, three geographical areas are identified as follows:

- (i) IPA - Candidate countries and potential candidates,
- (ii) ENPI SOUTH Countries
- (iii) ENPI EAST Countries;

As a rule, RTAs are seconded for at least twelve consecutive months, but no more than three years in total in any one country. They must serve on a full-time basis. The duration of the secondment is fixed at the outset in the Twinning Contract.

In the course of his/her professional life, any official of a MS administration or mandated body can serve as RTA for a maximum of four assignments, only two of which can be in the same geographical area. Regardless of the programme that is the source of funds, no more than two Twinning assignments can be successive, without a break between them.

If a RTA is proposed for a third assignment, the whole lapse of time stretching over the three assignments must include at least one uninterrupted period of six months during which the official concerned has been effectively performing duties in his/her home administration, for re-acquaintance with the EU *acquis* and/or the pertinent EU Policies.

If the RTA is proposed for a fourth assignment, the whole lapse of time stretching over the four assignments must include at least one uninterrupted period of three years during which the official concerned has been effectively performing duties in his/her home administration, for re-acquaintance with the EU *acquis* and/or the pertinent EU Policies.

These periods of respectively six months and three years are calculated from the day following the end of the assignment of the RTA till the deadline for the submission of proposals for the next project.

### **Duties**

RTAs provide technical advice and assist the administration or other public sector bodies in the BC in the context of a predetermined work-plan. They are in charge of the day-to-day implementation of the Twinning project in the BC.

RTAs are, in principle, excluded from any official act whereby the host administration exercises its public law prerogatives. Nor do they enter into a commitment on their behalf or on behalf of the Commission, nor commit the Commission or the host administration to any act compromising the exercise of its public law prerogatives.

RTAs may work in any field where their services are deemed necessary according to the Twinning Contract, provided there is no conflict with the interests of their administration or mandated body of origin.

RTAs carry out their duties and conduct themselves solely with the interests of the host administration in the BC and those of the EU in mind.

RTAs abstain from any action and, in particular, any public expression of opinion, which may reflect on their position.

RTAs who, in the performance of their duties, are called upon to pronounce on a matter, in the handling or outcome of which they have a personal interest such as to impair their independence, will immediately inform the MS Project Leader to whom they report.

RTAs exercise the greatest discretion with regard to all facts and information coming to their knowledge in the course of or in connection with the performance of their duties; they will not in any form whatsoever disclose to any unauthorised person any document or information not already made public. They continue to be bound by this obligation after their period of secondment has terminated.

RTAs may not, whether alone or together with others, publish or cause to be published any matter relating to their work with the host administration in the BC or the EU without obtaining permission from the EU Commission and the beneficiary administration with the conditions and rules in force in the country of their assignment. Permission will be refused only where the proposed publication is liable to prejudice the interests of the BC or the EU.

All rights to any work done by RTAs in the performance of their duties become the property of the BC in question. The MS and the Commission will be permitted to use the results of the work elsewhere by permission of the BC. Permission may only be refused where the proposed use is liable to prejudice the interests of the BC or the European Union, or where it is for commercial purposes.

RTAs reside in the place of assignment or at no greater distance therefrom, as is compatible with the proper performance of their duties.

RTAs assist and give advice to the representatives of the partner institution in the BC to which they are assigned; they are responsible to the MS Project Leader in respect of the performance of the tasks entrusted to them.

### **Training of RTAs**

RTAs, although experienced in their particular field, cannot always be prepared for the significant demands imposed upon them by a Twinning project. For this reason RTAs are given compulsory preparatory training at the Commission Headquarters, prior to, or shortly after, taking up post in the BC. The training provided by the Commission includes:

- Introduction to the technical provisions of the Twinning Manual;
- the contextual framework;
- if applicable, an update on the latest acquis relevant for the Twinning project and/or EU policy and co-operation in the relevant area.

### **Working conditions**

RTAs are bound by the rules on hours of work in force in the host administration. They are not authorised to work part-time.

Management and control of leave and working time are the responsibility of the MS Project Leaders and their BC counterparts.

## 2.3. The Twinning “Work Plan”

Most Twinning projects call for the co-ordinated deployment of a variety of means. These may also include traditional Technical Assistance and counsel, in cases where specific expertise cannot be provided by public administrations, e.g. public information campaigns or software development. See sections 5.12 on private sector subcontracting, and 7.6 for details on tendering, procurement and contracting, or Annex A4 to the Twinning Contract.

The various means deployed in pursuit of a given objective together form a Twinning ‘work plan’. This includes also all actions undertaken by the BC to reform its legislation and institutions, supported by:

- full-time long-term secondment of a MS practitioner (RTA);
- missions (short-term, medium-term) by specialised experts;
- seminars, workshops, internships, study visits, training and training of trainers;
- intangibles – software, documentation etc;
- other services considered necessary to ensure the success of the project.

The work plan details all the actions necessary to achieve the mandatory results, the order in which they must take place and the person responsible for each one. Inputs include work carried out by the BC (e.g. in passing appropriate legislation) and whatever counselling, training and know-how the MS commits to. Most emphasis should be placed on the reforms to be introduced by the BC, which will be crucial to the success of the Twinning project and the achievement of the desired objective.

For example, introducing VAT in a country where it does not yet exist requires the development, introduction and enforcement of legal and fiscal legislation and rules for company accounts and invoicing. It also requires appropriately organised Tax and Treasury departments, appropriate administrative computerisation, with new software, specialised training for the public servants that will have to make the system work, and a general information programme for the public.

None of the actions undertaken within a work plan can be considered an end in itself. They are not funded through a Twinning project unless they serve a specific purpose and directly contribute to achieving the mandatory results.

These objectives are first and foremost achieved by means of a direct transfer of public sector expertise and know-how to the beneficiary administration. The final ownership of the mandatory results of the Twinning project will rest entirely with the BC.

## 2.4. Role of the Beneficiary Countries (BC)

Twinning can only work if the BC is fully determined to carry out the reforms and reorganisation needed in accordance with the policy priorities set in the context of enlargement or other fields of co-operation with the EU. Twinning activities are best suited to projects where the goal is relatively clear and where the input of

administrative expertise is crucial. In certain other cases, it might be appropriate to use traditional Technical Assistance in order to define the options for reform before proceeding to a detailed Twinning project.

The BC is committed at a number of levels:

- BC administrations work with the Commission to develop specific Twinning projects in the context of the programming exercise;
- BC is committed to the implementation of Twinning projects to achieve the mandatory results. This commitment includes both high level political commitment and a more practical commitment of BC human and financial resources.

For each Twinning project, the BC administration concerned must contractually commit itself to achieving the mandatory results required. The formal commitment made by a BC will be in the form of a ‘Twinning Contract’ (see sections 3.8 to 3.10). This constitutes the contractual framework for implementing the Twinning project and specifies the obligations of both the MS and the BC.

A Twinning work plan is therefore more than just a list of the services to be provided by one or more MS to the BC. It must also, and primarily, set out the domestic tasks, which enable the BC agencies and departments to reform, or even create, themselves throughout the process. The BC must therefore include in the work plan details of the departments or bodies concerned, the official(s) responsible for the changes to be made and for achieving the desired outcome, availability of appropriate office space and logistics, the budgetary resources to be mobilised and the timetable for the work it will itself undertake at each stage of the project's progress. This domestic planning and preparation is crucial to the absorption of the MS contributions and the programme's smooth and uninterrupted progress.

### **BC National Contact Points**

Each BC has a National Contact Point (NCP) for Twinning, who has an important role in the development and co-ordination of Twinning activities.

Specifically, the BC NCP has the role of:

- Central point of communication between the Commission and the BC, as well as central contact point for other BC and MS NCPs;
- Channelling information to BC Ministries and other relevant public bodies and coaching them on the process and development of Twinning projects and the subsequent contracts;
- Co-ordinating the administration of all Twinning activities in the BC and removing any horizontal administrative obstacles;
- Training BC administrations involved in Twinning in the procedural, financial and technical provisions of the Twinning manual;
- Attending Commission meetings with other BC and MS NCPs.

## **2.5. Role of the MS**

Twinning as a mechanism for assisting BCs to adopt, implement and enforce the *acquis* or other policy objectives, relies entirely on the efficient administrative co-

operation of MS public administrations or mandated bodies with their counterparts in the BC.

- A MS involved in a Twinning project must contractually commit itself to achieving the mandatory results;
- The Commission will only provide funding to cover MS costs once this commitment has been made.

The formal commitment made by a MS will be in the form of a ‘Twinning Contract’ (see sections 3.8 to 3.10). This constitutes the contractual framework for implementing the Twinning project and specifies the obligations of both administrations in the MS and the BC.

### **MS National Contact Points**

Each MS has a National Contact Point for Twinning (NCP), who acts as a single interlocutor for the Commission. This individual has an important role in the promotion, development and co-ordination of Twinning activities.

Specifically, the MS NCP has the role of:

- Central point of communication between the Commission and the MS, as well as central contact point for BC NCP and other MS NCPs;
- Channelling information to MS ministries and other relevant administrative bodies and advising them on the process and development of Twinning projects and the subsequent contracts;
- Co-ordinating the administration of all Twinning activities in the MS and removing any common administrative obstacles (e.g. accounting for reimbursements);
- Providing assistance in case of problems in the negotiation of consortium agreements between MS;
- Filtering, submitting and certifying Twinning project proposals and where applicable also certifying the accuracy of consortium proposals after consultation of the proposed junior partner's NCP;
- Attending Commission meetings with BC and other MS NCPs;
- Certifying the accuracy and veracity of the information provided by semi-public bodies requesting mandated body status.

## **2.6. Role of the Commission**

### **2.6.1. General role of the Commission**

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 establishing central co-ordination of Twinning, liaising with the network of NCPs and co-ordinating the input of all stakeholders.

In general, the Commission's role therefore encompasses:

- General co-ordination, including establishing Twinning rules and procedures;
- Programming/Planning;
- Assisting in the design of project fiches;
- Accreditation or cancellation of mandated bodies;
- Approving the Twinning fiches;
- Publishing the Twinning fiches for information purposes before the launch of the fiche to MS NCP;
- Checking that MS proposals meet the required standards;
- Providing initial RTA training at Commission Headquarters;
- Monitoring and evaluation of Twinning projects;
- Advising the partners in designing good work plan (*including, under IPA, its updating*);
- Assessment of the objectives of the Twinning Contracts;
- Approving the Twinning Contracts;
- Participating in the Twinning project Steering Committees;
- Training of AOs;
- Organisation of NCPs Annual Meeting.

The exact scope/reach of the role of the Commission in the implementation of concrete Twinning projects depends upon the management system (centralised, decentralised or decentralised without ex-ante approval) and there are differences between the Commission's role under IPA and under ENPI.

The prevailing Management system determines notably which institution will act as Contracting Authority.

In the case of candidate countries and potential candidates, the Contracting Authority can be the Commission, represented by the relevant EU Delegation (centralised management), or the CFCE (decentralised management).

For the ENPI countries operating under decentralised management, the Contracting Authority is the Programme Administration Office. For the ENPI countries working under centralised management, the Contracting Authority is Commission represented by the EU Delegation.

In general, Twinning partners should always refer to the Contracting Authority for financial and contractual issues.

### **2.6.2.1. Specific Involvement of the Commission under IPA**

*For Twinning under IPA, the scope of the Commission's role (at Headquarters or EU Delegation level) depends on whether or not the conferral of management power with or without ex ante control has taken place.*

*This Manual reflects those changes and explains the different rules, which apply respectively for those BC under centralised management, decentralised management with ex ante control or decentralised management without ex-ante control.*

**Under centralised management and decentralised management with ex ante control under IPA the Commission's role can be summarised as follows:**

- *Programming;*
- *Circulation of Twinning fiches;*
- *Accreditation or cancellation of mandated bodies;*
- *Reception of Twinning proposals transmitted by MS;*
- *Dispatch of Twinning proposals to beneficiaries;*
- *Checking that the detailed proposals meet the required standards;*
- *Organisation of selection meetings;*
- *Communication of selection results to administration of present MS;*
- *Advising the partners in designing (and when appropriate updating) a good work plan;*
- *Assessment of proposed Twinning contract in terms of content and finances;*
- *Issuing of a compulsory and binding opinion on the relevance of the work plan in relation to the relevant EU policy objectives (acquis) and latest developments. This opinion will however not cover financial and contractual aspects.*
- *Formal endorsement of the Twinning Contract following examination by the Twinning Steering Committee (EU Delegation), expressing ex-ante control (if applicable).*
- *Monitoring and evaluation of Twinning projects (approval of amendments including the quarterly updates of the work plan , examination and approval of all Twinning project reports);*
- *General co-ordination of the Twinning manual;*
- *Initial RTA training at the Commission Headquarters;*
- *Organisation of Twinning Review Missions;*
- *Evaluation*



*Under decentralised management without ex-ante control, the Commission is no longer involved in the ex-ante control of the procedural, contractual and financial aspects of Twinning projects. Its role instead focuses on the issuing of a binding opinion on the relevance of the Twinning work plan in relation to the EU acquis and its latest developments.*

*Compliance with this opinion is a pre-condition for the financing of the Twinning project. Under this type of management, the Administrative Office must ensure that this opinion is complied with in the Twinning Contract.*

**The Commission's role under decentralised management without ex-ante control under IPA can be summarised as follows:**

- *Programming;*
- *Circulation of Twinning fiches;*
- *Accreditation or cancellation of mandated bodies;*
- *Reception of proposals;*
- *Dispatch of proposals to BC administration;*
- *Issuing of a compulsory and binding opinion on the relevance of the work plan in relation to the relevant EU policy objectives (acquis) and latest developments. This opinion will however not cover financial and contractual aspects.*
- *Initial Training of Resident Twinning Advisers;*
- *General co-ordination of the Twinning manual;*
- *General monitoring, controls ex-post or otherwise;*
- *Organisation of Twinning Review Missions;*
- *Evaluation.*

*After accession to the European Union, the EU Delegations in the new MS are transformed into Representation Offices with a different assignment. These Representations do not comprise Twinning task managers who in the Delegations take on help desk functions to assist the Twinning project partners. These functions will be taken over by the Administrative Office in the BC concerned.*

**2.6.2.2. Specific involvement of the Commission under ENPI**

*The specific role of the Commission in projects funded by the ENPI depends on the management mode. In direct centralised management mode the Commission represented by the EU Delegation is the contracting authority. In decentralised management, the beneficiary country is the contracting authority.*

**The Commission's role under ENPI can therefore be summarised as follows:**

***Commission Role in centralised programmes (Headquarters or Delegation)***

- *Approval of the Annual Work Plan*
- *Backstopping and monitoring of Twinning activities;*
- *Provision of guidance about the Twinning procedures;*
- *Is the Payment agent (responsible for managing the funds of the Twinning project and making the payments);*
- *Prioritisation of Twinning projects (together with the PAO);*

- *Quality check and approval of the Twinning fiches;*
- *Circulation of the Twinning fiches to MS NCPs;*
- *Reception and registration of Twinning proposals transmitted by MS;*
- *Verification of eligibility of proposals;*
- *Dispatch of Twinning proposals to beneficiaries*
- *Organisation and management of Selection meetings and Evaluation Committees;*
- *Is the chair and voting member of the Evaluation Committee;*
- *Drafting of the notification letter of outcome of selection to MS;*
- *Quality check and approval of the Twinning Contract;*
- *Signature of the Twinning Contract;*
- *Notification of the Twinning Contract to the MS;*
- *Participation to the Quarterly Steering Committees;*
- *Approval of inception, quarterly and final report;*
- *Collect and archive all the documents of the Twinning project, and make them available to the audit and evaluation missions.*
- *Organisation of Twinning Review Missions*

***Commission Role in decentralised programmes (Headquarters or Delegation)***

- *Approval of the Annual Work Plan*
- *Backstopping and monitoring of Twinning activities;*

- *Provision of guidance about the Twinning procedures;*
- *Quality check and approval of the Twinning fiches;*
- *Attendance as observer the selection meetings and the Evaluation Committee meetings for the selection of MS partners;*
- *Follow-up preparation of Twinning Contracts;*
- *Quality check and approval of the Twinning Contract;*
- *Endorsement of the Twinning Contract;*
- *Participating the Quarterly Steering Committees*
- *Approval of interim quarterly reports and final report;*
- *Execution of payments in relation to the Twinning Contracts.*
- *Organisation of Twinning Review Missions.*

## 2.7. Role of the Administrative Office in the Beneficiary Country

The Administrative Office (AO) is a body within the administration of the BC, which has been designated to retain the overall procedural, financial and contractual management of the Twinning projects. However, subject to the specificities described below, the actual scope of its responsibilities varies depending upon the geographical area and the applicable management system: centralised, decentralised with ex ante control or decentralised without ex-ante control by the Commission.

### 2.7.1. Role of the AO in IPA

#### Centralised management

*In those candidate countries or potential candidates where management power has not yet been conferred, **centralised management** applies and the EU Delegation performs the role of contracting authority.*

#### Decentralised management with ex-ante control

*In those candidate countries or potential candidates where management power has been conferred but ex-ante control has not been waived by the Commission, a **Central Financing and Contracting Entity (Unit/Agency/Department)** acts as AO. The CFCE is associated in the assessment, performed by the EU Delegation, of the budgetary aspects of draft Twinning Contracts. Furthermore, it signs Twinning Contracts after the consultation of the Commission Steering Committee and the ex-ante approval by the EU Delegation; it acts also as the paying agent for the EU contribution to Twinning projects (see section 7.1). The CFCE may be asked to be responsible for tendering and contracting private sector inputs for goods and services if the MS concerned cannot arrange the tendering itself (see section 7.6).*

#### Decentralised management without ex-ante control

*In those candidate countries and potential candidates where the Commission is satisfied that all pertinent standards of reliability have been met, it waives the requirement of ex-ante endorsement for project selection, tendering and contracting and undertakes supervision on an ex-post basis.*

*The AO assumes sole responsibility for most of the functions previously performed by the EU Delegation relating to the financial and administrative management of Twinning projects.*

*Under decentralised management without ex-ante control the increased **role of the AO** can be summarised as follows:*

- *Registration of MS Twinning proposals;*
- *Dispatch of Twinning proposals to final beneficiaries;*
- *Checking that the detailed proposals meet the required standards;*
- *Organisation and management of selection meetings and selection of partners;*
- *Communication of selection results to administration of the present MS;*
- *Assistance to project partners in drafting Twinning Contract and annexes;*
- *Assessment of proposed Twinning Contract in terms of content and finances;*
- *Request for Commission opinion on relevance of work plan in relation to the EU acquis and subsequent modifications as necessary;*
- *Drafting, signature and notification of financing decision to Twinning partners, ensuring compliance with the Commission's binding opinion upon the relevance of the work plan;*
- *Payments;*
- *Monitoring of implementation (e.g. side letters, updates of the work plan, attending project steering committees);*
- *Approval of amendments;*
- *Approval of compliance with jointly agreed objectives of the Twinning project;*
- *Approval of request for final payment;*
- *Receipt, examination and approval of all Twinning project reports.*

*This overall responsibility of the AO implies that the AO must have the adequate authority to ensure the effective supervision (both for financial and operational aspects) over the respective line ministries and administrations, which prepare, host and implement the Twinning projects in the BC.*

*This responsibility of the AO should however not endanger the scope of commitment and ownership of the Twinning administrative partners (the beneficiary administration and the MS administration). It is indeed the host administration in the BC which negotiates the joint work plan with its counterparts in the selected MS administration and implements it subsequently.*

*The AO organises the appropriate checks and controls to ensure compliance with the full breadth of its overall responsibility.*

*This division of responsibilities is reflected in the provisions governing the signature of the Twinning Contract.*

### 2.7.2. Role of the AO in ENPI

In the ENPI context, the **Programme Administration Office (PAO)** is the AO.

#### **Decentralised:**

*The overall responsibility of the AO implies that it must ensure adequate supervision covering both financial and operational aspects. The AO also deals with requests for payment and administrative procedures in relation to Twinning projects.*

*This responsibility of the AO should however not endanger the scope of commitment and ownership of the Twinning administrative partners (the beneficiary administration and the MS administration). It is indeed the host administration in the BC which negotiates the joint work plan with its counterparts of the selected MS administration and implements it subsequently.*

*The AO organises the appropriate checks and controls to ensure compliance with the full breadth of its overall responsibility.*

*The AO has broader responsibilities than only managing Twinning projects. It is involved in the elaboration of the Annual Work Plan (AWP), which contains a summary draft of the Twinning fiches, based on the requests submitted by the Focal Points of the beneficiary administrations and institutions in the BC. The draft and the final approved version of the AWP should be sent to Headquarters for information. The AO is also in charge of compiling any proposals for modification of the AWP and preparing the draft agenda to it.*

*If necessary it assists the Focal Points in the beneficiary institutions/line ministries in the preparation of their requests in particular by advising on eligibility conditions and procedures.*

*The AO is set up by the Supervisory Ministry, which is the institution that signs the Financing Agreement, and thus is the Contracting Authority of the Twinning Contract. The Supervisory Ministry is responsible for the activities of the AO.*

*Specific approval procedures of the AWP and its modifications are detailed within the Specific Financing Agreement.*

*The AO is also the central point of communication between the European Commission and the Beneficiary Administrations and between the MS Administrations and the Beneficiary Administrations.*

#### **Centralised**

*In a centralised framework, the AO has an important role in the whole Twinning cycle of the project: for example, the drafting of the TORs of the Framework contracts (identification missions) and the quality control of Twinning fiches and contracts.*

*The AO is also the central point of communication between the European Commission and the Beneficiary Administrations and between the MS Administrations and the Beneficiary Administrations.*

*In a decentralised context the AO role in Twinning can be described as follows:*

- *Circulates the Twinning fiches to the MS NCPs;*
- *Receives the Twinning proposals from the MS;*
- *Dispatches Twinning proposals to beneficiaries;*
- *Checks that the detailed proposals meet the required standards;*
- *Is responsible for the organisation, chairmanship and management of selection meetings;*
- *Nominates a voting member of the evaluation committee for the selection of partners (ideally the PAO manager for Twinning);*
- *Is responsible for the good financial management of the Twinning project and compliance with EC rules;*
- *Assesses the proposed Twinning Contract in terms of content and finances;*
- *Signs the Special Conditions of the Twinning Contract;*
- *Approves the requests for payment, monitors the implementation of the Twinning project, in close collaboration with the beneficiary institutions and the Commission;*
- *Collects and archives all the documents of the Twinning project, and makes these documents available to the audit and evaluation missions;*
- *Approval of Final request for payment;*
- *Receipt, examination and approval of all Twinning project reports;*
- *Acts as the secretariat of the Programme Steering Committee.*

*In a centralised context the AO's role in Twinning can be described as follows:*

- *The AO has an essential role in the whole Twinning cycle of the project: for example, the drafting of the TORs of the Framework contracts and the quality control of Twinning fiches and contracts.*
- *The AO is the central point of communication between the European Commission and the Beneficiary Administrations and between the Ms Administrations and the Beneficiary Administrations.*
- *The AO drafts a reference programming document for the Twinning projects in the Beneficiary country.*
- *The AO assists the EU Delegation in the organisation and management of selection meetings*
- *The AO assists the Delegation to check that the detailed proposals meet the required standards;*
- *The AO, together with the Commission, checks that the good financial management of the Twinning project is in compliance with EC rules;*
- *The AO receives and examines all Twinning project reports.*
- *The AO supports all Twinning stakeholders, including beneficiary administration, Member States and the EU Delegation.*

## **PART B**

# **PREPARATION OF TWINNING PROJECTS**



## Twinning Project Cycle Overview

**Identification of Project:** Beneficiary Country identifies needs within European Commission policy orientations and drafts Twinning Fiches with the assistance of the European Commission or the assistance of a framework contract



**Call for Proposals:** Circulation of Twinning fiches to Member State National Contact points highlighting mandatory results (section 3.1.1)



**Submission of Proposals:** Member State(s) – alone or in consortium – prepare(s) and submit(s) a proposal with designated RTA and PL explaining key points of approach how to achieve the targeted results (sections 3.1.2 and 3.1.3)



**Selection of Twinning Partner:** The Beneficiary Country assesses proposals and following presentation by Member State RTAs and PLs, makes final selection (section 3.5); under ENPI in centralised management, the BC participates to the selection committee.



**Preparation & Finalisation of Twinning Contract:** The Member State Administration selected and the Beneficiary Country Administration together, with the assistance of the CA, draw up the Twinning contract with detailed Work Plan and Budget (section 3.8) – *Under IPA, the details for at least the first six months of operations are compiled in the form of a side letter, defined as 'operative side letter'.*



**Review and Signature of Contract with EC input:** European Commission and Administrative Office assess Twinning Contract through Steering Committee / consultation with Line DGs. The Twinning Contract is signed by all Parties (section 3.9 and 3.11)



**Project Implementation:** Focusing on achievable targets, RTA in place is in charge of the day to day implementation of the project in the Beneficiary Country together with the RTA counterpart. The project is coordinated by the MS and BC Project Leaders.



**Under IPA: Quarterly Update of Work Plan and Budget:** *on a quarterly basis the Project Steering Committee details and updates the Work Plan activities for the following six months (section 4.1.2)*



**Monitoring & Reporting:** progress is monitored by EU Delegation and Beneficiary Country Administrative Office and is measured by Interim Quarterly Reports and a Final Report



**Audit :** Twinning Project is audited by external auditor and possibly by Court of Auditors

## **Section 3: Submission and Selection of Proposals**

### **3.1. Call for Proposals**

#### **3.1.1 Call for Proposals**

For each geographical area involved, the projects suitable for implementation through Twinning are identified in the course of the programming exercise.

Once approved by the competent authority the Twinning fiches are circulated simultaneously to all MS via the NCPs for Twinning inviting their MS administrations to submit proposals for the implementation of the project.

**Each Twinning project fiche can only include one Twinning project.**

It is up to the MS NCPs to circulate the Twinning fiches among their ministries, administrations or institutions and to co-ordinate a response, as well as to ensure compliance with the minimum proposal criteria, as detailed in Annex C2 of this Manual (template).

As a matter of information and for the record the calls for Twinning proposals are published on the website of the Directorate General in charge.

#### **3.1.2 Submission of Proposals**

In general, MS have six to eight weeks (six weeks for a Twinning Light and eight weeks for a Twinning) to prepare their proposals (the month of August should not necessarily be counted). The respective deadline is clearly stated in the email message circulating each Twinning fiche.

The deadlines for submission of proposals for the respective BC are co-ordinated so as to avoid overlapping and ensure an orderly planning of selection meetings.

In making their proposals, MS administrations cannot behave like commercial actors. Since prices and rates for the reimbursement of expenses incurred by the MS administrations are fixed, MS make their proposals based purely on what is perceived as the comparative advantage of their administrative system and the quality and experience of their administrative experts.

Simple expressions of interest are not considered eligible. The proposals made by the MS are expected to show a certain degree of preparation. At this first stage, in response to the Twinning fiches, proposals should follow the format in Annex C2 of this Manual – template for proposal. This must include certain information as a minimum for the proposals to be accepted.

The proposal made by the MS should be described in a concise document (with the emphasis on the suggested methodology and its relative added value. In general terms, the proposal should be detailed enough to respond adequately to the Twinning project fiche but should not be a fully elaborated project. It should explain the key points of the approach of the MS but not all the possible activities.

Particular attention should be paid to the comparative advantage of the participation of the MS Administration in the Twinning Project Any proposal must comply with the Twinning rules.

Note that the MS that submits incomplete proposals (e.g. without RTA or addressing only part of the scope of the project) will only be invited to selection meetings if another MS has submitted a full proposal including an RTA. For each Twinning project fiche, MS (administrations or mandated bodies) making a proposal may do so only once, i.e. individually or as participant in a specific consortium.

The deadline for submission of proposals must be complied with, in order to ensure transparency and equal treatment of all participants.

As a rule, the NCPs of the MS submit proposals by email to the Commission services and the BC within the indicated deadline.

### 3.1.3 Basic rules for the submission of Twinning proposals:

- The proposals must be fully in line with the Twinning rules.
- The proposals made by a MS have to respond clearly to the Twinning project fiche in order to be **eligible**. Mere expressions of interest are not sufficient;
- For each Twinning project fiche, each MS (represented by an administration or mandated body) may only submit one proposal either individually or as participant in a consortium;
- The proposals have to be received by **the deadline**. Remember verifying the email addresses and always request a confirmation of receipt of the submitted proposals. Do not send the proposals to an individual official but to the email address(es) (mailbox) **indicated in the call for proposals**;
- The **Twining reference code and the title of the Twinning project fiche** are indispensable in order to avoid confusion between projects. Always state the Twinning reference and the title at the beginning of the Twinning proposal;
- It must be explicitly indicated **which MS/s is/are presenting the proposal**. It must also be clarified already in the introduction if the proposal is submitted by a consortium. In case of a consortium proposal, the NCP of the Lead MS must certify the accuracy of consortium proposals after consultation of the junior partner's NCP (see section 3.4);
- If the Twinning proposal foresees the **participation of a mandated body**, it must be ensured that it is approved by the Commission **before** presenting the proposal. Only mandated bodies approved by Commission Headquarters are eligible Twinning partners.
- The **full contact details (including phone, fax and e-mail)** of the MS Project Leader responsible of the implementation of the project (also including the contact details of the junior partner) are essential.
- The proposals must specify **the relevance of the MS systems to the BC**.
- The proposals must describe a **suggested strategy** for implementation of the project, with reference to the objectives and mandatory results. The proposal should be concise but should provide a clear outline in order to respond adequately to the Twinning project fiche.
- The proposals must be submitted in the form of one consolidated document in an electronic format **including the CVs in EU format of the PL and the RTA** (as well as of, component leaders or other outstanding short term experts, if relevant).
- The **templates** provided in Annex C2 of this Manual have to be used to submit the proposal.

## 3.2. Specific cases

### **For ENPI:**

*Once the **Delegation** considers the Twinning project fiche of good quality, it shall send it to Headquarters with copy to the **AO**. Headquarters will consult line DGs especially with regard to the EU acquis.*

*After consultation with line DGs, Headquarters sends consolidate comments to the **Delegation**, copied to the **AO** for possible revisions of the project fiche [If Headquarters does not receive any feedback from the line DGs within three weeks from the date of dispatch of the project fiche by Headquarters to line DGs, the project fiche is deemed to be approved by the latter].*

*Once the fiche is ready for distribution and the **Annex C9 published on internet**, the **AO** (decentralised) or the **Delegation** (centralised) launches the call for proposals via the MS National Contact Points for Twinning with copy to the EU Delegation/ AO, the EC Headquarters. The notification must specify the deadline for questions and answers, the deadline to receive proposals and the indicative date of the selection meetings.*

## 3.3 Public Administrations and Mandated Bodies

In principle, the MS Twinning partner is headed by a public administration, even if some very specific items may be handled by private subcontractors (see section 5.12). Any MS administration is automatically eligible as a Twinning partner.

However, a MS may propose that semi-public bodies be mandated to implement Twinning projects according to the same conditions as if they were an integral part of the administration

The reasoning behind assimilating certain semi-public bodies to administrations is that some MS have outsourced or are in the process of outsourcing and privatising parts of their administration. The know-how required for Twinning projects is therefore sometimes located outside the administration.

The accuracy and veracity of the information on semi-public bodies is guaranteed and certified by the respective NCP. These requests will be considered on a case by case basis. Proposals must be justified and satisfy the criteria below. The Commission Headquarters may accept or refuse proposals and maintains an open-ended list of semi-public bodies mandated to act in lieu of public administrations.

**The Commission has set five cumulative qualifying criteria for mandated bodies:**

- 1) **proven competence in a field of the EU acquis** or the Twinning project fiche's relevant field of administrative co-operation,
- 2) **non-profit structure, non-commercial business purpose,**
- 3) **public ownership,**
- 4) **under the permanent and structural supervision of a government authority,** and
- 5) **a sufficient and proportionate level of permanent staff.** This means, inter alia, that the permanent staffing has to be commensurate with the requirements of the project so as to avoid the need to subcontract or temporarily hire experts for carrying out Twinning assignments.

The NCP will keep the Commission informed about any changes to the status of the mandated bodies with respect to the five qualifying criteria.

In addition to that, the list of mandated bodies is periodically reviewed by the Commission in view of compliance with the criteria stated above. In the case a mandated body no longer complies with these criteria, the mandated body will be removed from the list.

In some cases, where criterion 2 and/or 3 is only partially fulfilled, the mandate is **restricted** subject to an exclusion from commercial tenders in the direct follow-up to the Twinning project.

This means that the mandate may not in any way distort competition, i.e. confer onto the body any direct or indirect, immediate or ulterior commercial advantage.

In application of this principle, the Commission may make its approval of funding conditional on a clause temporarily restricting the mandated body's commercial activities.

Mandated bodies involved in Twinning projects are thus in principle not excluded from providing Technical Assistance under commercially tendered contracts. They must however be excluded from tendering commercially for follow-up contracts to the Twinning projects, if their involvement gives them a commercial advantage. They are also excluded from making a proposal for a Twinning project where they have been involved in drafting the Twinning project fiche (or terms of reference). By the same token, mandated bodies must not include in their proposal/contract any expertise that was involved in the drafting of the fiche.

There are many bodies in the MS which could satisfy the formal criteria to be mandated but which can only make a small, very specialised contribution to a Twinning project (i.e. phytosanitary laboratory training). Their inclusion in the consolidated list is therefore not necessary and they can be given an **ad hoc mandate**.

Mandated bodies must be approved by Commission headquarters **before** presenting proposals. The Commission cannot guarantee financing of the project, if a BC selects an institution which is not yet included in the list.

In the exceptional case that a mandated body has applied for a limited increase in fees as explained in section 5.4, these increased fees must have been approved before presenting proposals. In other words, only mandated bodies approved by the Commission (HQ) are eligible Twinning partners and their experts may only charge the standard fees or the approved rates published in the list of mandated bodies entitled to act in lieu of public administrations.

By submitting a request to the Commission for the approval of a mandated body, the MS NCP acknowledges that mandated bodies should not be used as umbrella organisations to include the participation of private sector experts (or experts of a NGO) into the implementation of Twinning projects through limited contractual assignments. Temporary employees of mandated bodies must be contractually linked to these bodies for at least 6 months prior to the start of their assignments.

### 3.4 Member State Consortia

It may be desirable for more than one MS to be involved in a Twinning project. This could be decided prior to the original proposal submission (joint proposal). It could also be decided during the selection process, since the BC may wish to diversify its exposure to experience by requesting the involvement of one additional MS.

**In that case, the BC should ensure that the chosen MS are prepared to enter into a consortium and work together, before confirming its choice.**

The Commission is positively disposed to more than one MS being involved in any Twinning project, with a view to forestalling the temptation of simply copying a MS system and providing opportunities for MS with less experience of administrative co-operation to participate in Twinning.

Experience has shown that large consortia generate management problems and high costs to the detriment of the potential added value.

Generally, no more than two MS should be involved in a Twinning project. It is only exceptionally and subject to detailed justification that consortia of up to three MS may be accepted.

Only a MS prepared to commit itself at an institutional level (administration or mandated body) to implementing part of the project under its own responsibility, subject to overall co-ordination by the lead MS, is considered a full partner in a consortium and will be mentioned in the statistical overview. To support the institutional commitment, the MS has to designate a junior Project Leader.

If an administration or mandated body from any MS simply provides an expert for ad hoc 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.

The agreement of a consortium to prepare and deliver a Twinning project will raise important practical management issues, even at the project preparation stage. It is vital that partner Member States agree a clear division of responsibilities and establish efficient channels of communication to maximise their efficiency in preparing and implementing the project. These issues should be addressed in the consortium agreement between the lead MS and the junior MS partner (Refer to section 4.3 for further information on the practical implications of MS consortia).

### 3.5. Selection of the Twinning Partners

The decision to call on Twinning expertise implies that the BC administration is in need of public sector expertise to achieve the mandatory results, which could not be obtained through traditional private sector Technical Assistance. In itself this choice reflects a cost-benefit analysis in the broad sense.

Equal opportunity and transparency must be maintained between all MSs involved. The Contracting Authority (Commission or AO) sets a deadline for the final beneficiary administration to make a decision on the choice of the Member State partner. **Such deadline falls in the three weeks following the selection meeting.** Once the decision taken, it is communicated with no delay to all MSs having submitted proposals.

In order to keep a transparent and fair competition between all MS involved in a Twinning selection process no direct contact linked to the project fiche is allowed between MS and beneficiary administration in the period starting with the call of proposals and ending with the final selection notification (except as framed by the *Guidelines for Fact Finding Missions*, see Annex C16).

The BC may ask the proposing MS to join forces and execute a project as a consortium; the decision is subject to the agreement of the MS involved. Since the rates and fees set for the transfer of public sector expertise through Twinning are fixed, the selection of the MS Twinning partner will be based on the methodology proposed, the affinity with the administrative system in place in that MS and an analysis of the quality and experience of the experts proposed by the respective MS. The BC makes its choice based on objective criteria.

The choice of the Twinning partner is left to the Beneficiary Country; under ENPI in centralised management, the BC participates to the selection committee. Guidance for the presentation of proposals is given in Annex C3 (see section 3.2 regarding incomplete proposals).



## **Selection meetings**

- The purpose of these meetings is for the BC to assess the quality of the expertise offered by the MS in order to make its choice;
- The BC delegation should include at least the Project Leader and RTA counterpart and the BC NCP;
- The MS delegation should always include the proposed Project Leader and RTA(s).
- Both the written proposal and the oral presentation will be assessed.
- Selection meetings always take place in the BC, as an indication 14-15 calendar days after the submission deadline. Eligibility and compliance checks have to be performed before the MS are formally invited to the selection meeting. The date of the selection meeting is indicatively inserted in the email message accompanying the circulation of the project fiches to the MS NCPs.
- During the selection meeting, for each proposal approximately 30 minutes are given to the presentation of the MS and 30 minutes for Q/A.

## **Feedback**

The Contracting Authority communicates the choice of the selected Twinning partner at the latest within three weeks after the date of the selection meetings. In case this deadline is not respected for any reason, a MS can notify that it is no longer bound by its proposal. In such case the Twinning Fiche may be re-circulated.

The CFCE or the EU Delegation (under IPA) or the Contracting Authority (under ENPI) provides feedback to each MS that has submitted a proposal and/or made a request to participate in the call for proposals. Information on the reasons that motivated the selection constitutes valuable feedback for MS administrations to plan and adapt a future strategy on submitting proposals. MS are entitled to receive such feedback including a copy of point 5 Conclusion and recommendations, strong and weak points of Annex C7 (IPA) or C8 (ENPI), Evaluation Grid Twinning Selections. This information will be part of the notification letter of the results to successful and unsuccessful MS.

### **3.5.1. Selection under IPA**

#### **Registration of proposals**

*The Commission takes note of the proposals received from the MS, while the BC registers them. In order to ensure transparency, all MS are informed by the Commission of the number and origin of proposals received for each Twinning project fiche.*

### **Selection Meetings**

***In BCs under centralised or decentralised management with ex-ante control:***  
*Once the proposals are received by the Commission Headquarters (Twinning Coordination Team), they are briefly reviewed and then forwarded to the relevant EU Delegation. The Delegation checks the eligibility and administrative compliance, using the "administrative compliance and eligibility grid" reproduced in Annex C.6.*

***In BCs under decentralised management without ex-ante control, the EU Delegation, in close cooperation with the AO, organises and chairs meetings between the MS administrations which have submitted proposals and the relevant beneficiary administrations. Annex C3 offers guidance to MS on key points to cover during their oral presentations (please refer to section 3.2 regarding incomplete proposals).***

*As a rule, selection meetings take place in the EU Delegation and are chaired by the Commission, generally by the Head of Operations. The Commission guarantees transparency, non-discrimination and equal treatment of all proposals.*

*A Selection Fact Sheet shall be used. A template is provided in Annex C7. It takes into account qualitative aspects of the proposal and the presentation, the experience of the proposed RTA, the experience of the organisation in co-operation projects, the proposed working methods, etc.*

*The Selection Fact Sheet shall be completed for each MS proposal presented during the selection.*

### **Notification of results**

*The AO notifies the results individually to the NCP of the successful and the unsuccessful MS, copying the applicant MS administration.*

*Where the Commission is not the Contracting Authority, the EU Delegation will always be sent copies of the notification letters. In all cases, copies of the notification letters are also sent to Commission Headquarters.*

*The notification letter sent to the selected MS spells out rights and responsibilities and represents the green light for the administrations involved to proceed with the drafting of the Twinning Contract. The Commission will publish a summary of all final selections of each BC, once the selection process is completed.*

### ***Decentralised management without ex-ante control:***

*The AO in charge of Twinning communicates the final choices of the Beneficiary administration to the MS partners individually, with copy to the MS NCP and the Commission headquarters. This letter spells out rights and responsibilities and it represents the green light for the administrative partners to proceed with the drafting of the Twinning Contract. The Commission will publish a summary of all final selections of each BC, once the selection process is completed.*

#### **3.5.2. Selection under ENPI**

*The evaluation of the submitted proposals is organised in three steps: The first is the receipt, registration and the administrative check of the proposals, the second*

*step consists of the presentation of the proposals by the MS at the BC (called the "selection" meeting) and the third and last step is the evaluation as such of the proposals.*

*The participation of observers must be submitted for prior approval to the Commission.*

### **(1) Receipt, registration and administrative check of the proposals**

*MS via their NCPs submit written proposals (which have to include the elements as described under section 3.2.) to the Contracting Authority.*

*After registration, a copy of the received proposals is sent to the EU Delegation by the AO or to the AO by the EU Delegation. In any case, a copy will always be sent to Commission Headquarters.*

*The relevant Contracting Authority sends an e-mail to all NCPs informing them which MS has submitted a proposal.*

*Proposals shall then be subject to an administrative check which will assess whether they satisfy all the applicable eligibility criteria mentioned in the checklist (Annex C6 of this Manual). Ineligible proposals will be disqualified from the evaluation process.*

*The relevant Contracting Authority sends an e-mail to all MS Administrations which have sent an eligible proposal inviting them to participate in the selection meetings with copy the MS NCP and the Commission.*

### **(2) Selection Meeting**

*After the administrative check of the proposals, the contracting authority organises the so called "selection" meeting ,with the assistance of the Delegation or the PAO where appropriate, during which the proposals are orally presented by the MS in charge of the proposed action.*

*Participants to these selection meetings are:*

#### **DECENTRALISED MANAGEMENT**

- *MS Representatives, (mandatory participation of the MS PL and the RTA)*
- *Contracting Authority (AO): non-voting Chairman, non-voting Secretary, at least 1 voting member, possible observer/s*
- *Beneficiary Administration: at least 2 voting members*
- *Observers: representative from the EU Delegation and/or from Headquarters*

#### **CENTRALISED MANAGEMENT**

- *MS Representatives, ( mandatory participation of the MS PL and the RTA)*

- *Contracting Authority (Commission): non-voting Chairman, non-voting Secretary, at least 2 voting members*
- *Beneficiary Administration: at least 1 voting member*
- *Observers: representative from the AO and/or from Headquarters.*

### **(3) Evaluation Committee**

*The evaluation of the proposals (step 3) that follows the selection meetings is done by an evaluation committee appointed by the contracting authority and which comprises a non-voting Chairman, a non-voting Secretary and an odd number of voting members (a minimum of three). The voting members must possess the technical and administrative capacities necessary to give an informed opinion on the proposals.*

*\*This evaluation committee must be nominated by name by the Contracting Authority. In the case of decentralised management mode, the CA will inform the Commission. The composition of the evaluation committee is considered approved if after 5 working days the Commission (or AO when applicable) has raised no objection.*

*The participation of observers must be submitted for prior approval to the Commission.*

*All the members of the evaluation committee will sign a declaration of impartiality and confidentiality.*

*The evaluation committee will make its choice based on objective criteria. An evaluation grid (Annex C8) will be used for the scoring of the proposals.*

*The grid takes into consideration the qualitative aspects, the presentation, the experience of the proposed RTA and of the PL, the experience of the organisation in co-operation projects, the proposed working methods, etc.*

*The entire evaluation procedure is recorded in an evaluation report and submitted for approval to the Contracting Authority.*

*Where the Commission is not the Contracting Authority, the Contracting Authority will submit the results of the evaluation process for prior approval of the Commission before notifying the results to the applicants.*

### **Notification of results**

*The CA will be in charge of notifying the results individually to the NCP of the successful and the unsuccessful MS, copied to the applicant MS administration (see above 3.5 "Feedback").*

*Where the Commission is not the Contracting Authority, the EU Delegation and Headquarters will always be in copy of the notification letters.*

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*\* Where the Commission is the Contracting Authority, the Commission informs the AO of the composition of the evaluation committee.*

The notification letter sent to the selected MS will spell out rights and responsibilities and it will constitute the green light for the administrations involved to proceed with the drafting of the Twinning Contract. The CA will specify in the letter the possible dates for the first preparatory mission in the BC within the next two weeks.

### 3.5.3 Summary of registration, selection and evaluation procedures:

	<b>Registration of proposals</b>	<b>Selection meeting: organisation and chair</b>	<b>Evaluation Committee: organisation and chair</b>
<b>IPA: centralised and decentralised management</b>	European Commission Headquarters	European Commission (EU Delegation)	Not applicable
<b>Decentralised management without ex-ante control</b>	European Commission Headquarters	AO	Not applicable
<b>ENPI Decentralised Management</b>	Contracting Authority (Supervisory Ministry or Director of AO by delegation of tasks)	Contracting Authority (Supervisory Ministry or Director of AO by delegation of tasks)	Contracting Authority (Supervisory Ministry or Director of AO by delegation of tasks)
<b>ENPI Centralised Management</b>	Contracting Authority (EU Delegation)	Contracting Authority (EU Delegation)	Contracting Authority (EU Delegation)

### 3.6. Summary of Selections – Information to Member States

Under IPA, the Commission informs on a quarterly basis all MS NCP of the outcome of the selections. Under ENPI, the Contracting Authority informs all MS NCP of the outcome of each selection, once the selection process is completed.

### 3.7. Possible Re-circulation

If it is not possible to select a Twinning partner from the first round of proposals, the project may either be re-circulated a second time as a Twinning project, or implemented under an alternative instrument. If, in case of re-circulation, the BC still cannot select a suitable partner, it may be necessary to resort to an alternative instrument or traditional Technical Assistance.

*Under IPA, the IPA Management Committee will be informed about this transformation. Under ENPI, the Commission or the PAO will be informed about this transformation.*

In case of re-circulation, the Commission might limit to four/six weeks the period allowed for the submission of proposals.

### 3.8. Drafting of the Twinning Contract including the Twinning Work Plan

Once the choice of the partner(s) has been made, it is entirely the duty and responsibility of both Twinning partner administrations (MS and BC) to draw up the Twinning work plan with a corresponding budget (see sections 4 and 5). Together with the other annexes defined in this manual, these elements will form the Twinning Contract. The structure of the standard Twinning Contract will correspond to the following model:

- Special Conditions (up-front document)
- Annex A1: Work Plan (Description of the action) ;
- Annex A2: General Conditions applicable to EU-financed grant contracts for external Actions;
- Annex A3: Budget for the Action (including co-financing part by the Final Recipient of the Action);
- Annex A4: Contract-award procedures;
- Annex A5: Standard request for payment and financial identification form;
- Annex A6: Expenditure Verification Report;
- Annex A7: Special Financial Annex;
- Annex A8: Mandates (if MS have formed a consortium).

It is important that the Twinning work plan reflects a clear strategy, linked to measurable benchmarks, in pursuit of the mandatory results, rather than being drowned in minute details. Moreover, the Twinning work plan should clarify the input and contributions made by each of the Twinning project partners making clear **‘who does what’**.

In brief, the essential elements of the Twinning work plan are the mandatory results (e.g. functioning phytosanitary inspection) and a long-term seconded expert (RTA, minimum 12 consecutive months maximum 36 months).

Other elements are: Project Leaders on both sides with an overall appreciation of the problems and possible solutions, capable of unblocking any problems and guiding the process at the highest level; the role of the RTA counterpart; short and medium-term expert visits; training, seminars, traineeships in MS, on-site visits, design of software, etc.

The Twinning work plan (*including, under IPA, the operative side letter prepared together with the contract and the subsequent updates – see hereunder*) details the relevant organisation and methods, including work and time schedule, a very precise division of tasks between the partners and a detailed breakdown of costs.

### **3.8.1 Drafting of Contract and Work Plan under IPA**

#### **General remark**

*Under IPA, Annexes A1 (work plan) and A3 (budget) of the contract can be drafted in an abridged version, i.e. listing only the denomination of components and activities (for the work plan) and the foreseen total expenditure per activity and component (for the budget). Activities can also be grouped by quarter instead than by month.*

*However, while drafting the contract, the partner administrations compile also a document which develops the details of activities and of the corresponding costs for at least the first six months of implementation of the project. This document shall contain a full-length version of Annex A1 and Annex A3, including all the pertinent details concerning the work plan (experts involved, number of beneficiary participants, modality and duration of the activity, etc.) and the budget (cost of travel, fees, per diems, management costs, etc.). It constitutes a side letter ('operative side letter') signed by the two Project Leaders at the same time of the signature of the contract, of which it is not an integral part.*

*It will be updated at quarterly intervals by the Project Steering Committee.*

#### **General procedure**

***Twining partners shall submit a draft Twining Contract, with all the annexes and integrated by the initial operative side letter, for assessment to the contracting authority (respectively the EU Delegation, the CFCE or the AO) within six weeks of notification of the selection.***

***The EU Delegation in case of centralised management, the CFCE and the EU Delegation in case of decentralised management with ex ante control, or the AO in case of decentralised management without ex-ante control are committed to formulating a consolidated substantial and financial feedback within no more than three weeks. The Financial Officer-Financial Controller in the Delegation or, in the case of decentralised management without ex-ante control the competent official of the AO, ensures that the draft Twining Contract complies with the Financial EC rules and procedures.***

***Upon reception of the consolidated comments, the MS and the BC partners have three weeks to amend the Twining Contract. The contracting authority and the***

***CFCE will verify the amended version (taking into account their earlier consolidated comments) and gets back to the Twinning partners within a maximum of 2 weeks.***

*Provided all comments are fully addressed, the overall target is to conclude finalisation, consultation of the HQ Steering Committee and notification within a further four weeks, so that projects can become operational in about four months following the selection notification.*

*The operative side letter detailing activities and budget for at least the first six months of operations does not need to be submitted to Steering Committee at Headquarters. The MS and BC partners must however take into account possible comments formulated by the contracting authority (as well as by the EU Delegation in case of decentralised management with ex ante control), introducing the pertinent amendments.*

**Consequences of failure to submit the draft Twinning Contract:**

*If the MS and BC partners do not produce a draft Twinning Contract for submission to the EU Delegation, the CFCE or the AO within six weeks of the MS partner(s) being informed of their selection, the BC may review its choice of partner or re-circulate the Twinning project fiche.*

*In this case, both parties will bear their respective preparation costs incurred in the unsuccessful attempt to draft the Twinning Contract.*

**3.8.2 Drafting of Twinning Contract and Work Plan under ENPI**

*Trinning partners shall submit a draft Twinning Contract for assessment to the Contracting Authority within a maximum period of two months from the notification of the selection.*

*The Contracting Authority is committed to formulate a consolidated feedback within no more than six weeks. The relevant Officer (EU Delegation in centralised and PAO in decentralised) will ensure that the draft Twinning Contract applies the relevant EC rules and procedures. When applicable the Commission Headquarters advises the Contracting Authority on the draft Twinning Contract further to the consultation of Line DGs.*

*The Contracting Authority will verify the amended version and will get back to the Twinning partners within a maximum of 3 weeks.*

*The overall target is to have the Twinning Contract signed within a maximum of 5 months from the selection notification date.*

**Consequences of failure to submit the draft Twinning Contract**

*If the MS and BC partners do not produce a draft Twinning Contract for submission to the relevant authority as here above stated within **two months** of the MS partner(s) being informed of their selection, the Evaluation Committee may review its choice of partner or re-circulate the Twinning project fiche (see section 3.7).*



*In the case of second failure to reach agreement, the Programme Steering Committee (whose composition is detailed in the Financing Agreement) will decide upon an alternative instrument to carry out the project.*

*In these cases, MS and BC partners will bear the respective cost incurred during the preparation of the Twinning Contract.*

### **3.9. Approval of the Twinning Contract**

Once the Twinning Contract, and more especially the Twinning Work plan (Annex A1) and Twinning Budget (Annex A3) (*including – under IPA - the initial operative side letter*) have been negotiated and agreed upon by the Twinning partners, they are submitted to be checked for their relevance with EU acquis or with EU policy objectives.

Twinning partners are encouraged to work swiftly and in close cooperation, so that the submitted Twinning work plan and budget constitute a mature, realistic and efficient effort to achieve the mandatory results.

#### **3.9.1. Approval of the Twinning Contract under IPA**

*Once the partners have agreed on the content of the Twinning Contract and annexes, they provisionally initial the work plan and budget and submit them for assessment to the Commission Steering Committee at Headquarters via the EU Delegation (in case of centralised management or decentralised management with ex ante control) or the AO (in case of decentralised management without ex ante control).*

*The EU Delegation or the AO submits the documents to the Commission Steering Committee only if they consider that they are mature for examination by the Commission Steering Committee.*

*The role of the Commission Steering Committee (as explained below) is to issue a compulsory and binding opinion on the relevance of the Twinning work plan in relation to the EU acquis and its latest developments at that stage.*

*The EU Delegation or the AO is informed of the Steering Committee's binding opinion in writing, with a copy to the partners, the CFCE (when appropriate) and the NCPs of the respective MS and BC for the sake of expediency. The opinion of the Steering Committee shall be reflected in the final version of the Twinning contract.*

*The consultation procedure normally takes 15 working days. Compliance with this opinion is a pre-condition for the financing of the Twinning project with EU funds. In other words, the comments of the line DGs must be incorporated into the Twinning work plan.*

*The EU Delegation or the AO shall ensure that the requested changes are made prior to the final signature. A copy of the Twinning Contract, finally signed by the EU Delegation or the AO and notified to the project partners by the same EU Delegation or AO, is also sent to the Commission Headquarters.*

## Overview of the Commission Steering Committee proceedings

*The Commission Steering Committee is called upon to assess the credibility of the work plan in relation to the targeted mandatory results and the accuracy of the underlying EU acquis.*

*Assessment by the Steering Committee results in a binding opinion, which provides guidance and recommendations.*

*The Steering Committee is made up of the relevant Commission services and chaired by DG Enlargement.*

*It is normally consulted through electronic means but it can effectively meet as often as required, depending on the need for further consultation between the involved departments of the Commission.*

*Opinions issued by the Steering Committee can:*

- I. recommend to finance the project as presented, either
    - (i) unconditionally, or*
    - (ii) conditionally;**
  - II. recommend that the Twinning partners undertake further amendments or clarifications, either by
    - (i) written procedure, or*
    - (ii) full debate;**
  - III. recommend to reject the proposal as it stands and recommend a full reworking.*
- If the members recommend full or conditional approval within the given deadline (15 working days) and do not recommend a specific discussion, the project needs no further examination by the Commission Steering Committee.*
  - If the Twinning work plan is recommended for conditional approval subject to a number of alterations (case I (ii) above), the modifications recommended are of a technical nature and not fundamental. The EU Delegation or the AO is sent a specification of the conditions to be fulfilled, with a copy to the partners. The partners modify the project accordingly and resubmit it, fully signed, to the EU Delegation or the AO. The EU Delegation or the AO verifies compliance with the conditions, consulting with Commission Headquarters in cases of doubt, and confirms final approval to the partners. The project does not have to be resubmitted to the Steering Committee.*
  - If the Steering Committee recommends more substantial modifications, the project is sent back to the partners for reworking before being resubmitted to the Committee. The Committee may recommend resubmission for further examination by written procedure (case II (i) above) or, alternatively, if the revisions are sufficiently major to warrant further discussion, the project may be resubmitted for full debate (case II (ii)). This involves undergoing the full Commission Steering Committee consultation procedure again.*

- *The Commission does not normally select option III in the first submission of a Twinning work plan to the Steering Committee (except in cases where Twinning work plans contain fundamental flaws) and will always try to work with both the BC and MS to assist them in developing the Twinning work plan into a viable format. The Commission will always endeavour to make its reasoning clear.*

### **3.9.2. Approval of the Twinning Contract under ENPI**

*The main fields which will be covered by the Twinning instrument under ENPI are included within:*

- *the National Action Programmes (ENPI East countries),*
- *the Annual Work Plans of the SAAPs (ENPI South countries),*

*and as such are already part of a Commission decision.*

*Therefore, no formal approval involving a steering committee or the ENPI Committees is needed for each individual Twinning project fiche and Twinning contract. They are rather a means to execute projects whose financing has already been agreed upon.*

*When the Contracting Authority is the AO (decentralised) it will submit for prior formal approval the final draft of the Twinning Contract to the Delegation.*

*When the Contracting Authority is the EU Delegation (centralised) it will submit for prior formal approval the final draft of the Twinning Contract to the AO.*

*Where EC Headquarters is responsible for the assessment and the approval of the Twinning contract, the Delegation or the AO forwards a copy of the proposed draft contract to Headquarters for consultation with Line DGs.*

*If Headquarters does not receive any feedback from the line DGs within three weeks (from the date of dispatch of the Twinning Contract by Headquarters to line DGs), the Twinning Contract is deemed to be approved.*

*In case of a conditional approval, the final version of the contract covering all the comments is sent back to Headquarters by the Delegation or the AO for final formal approval.*

*Further to the Commission's approval, the Contracting Authority will proceed with the process of signature of the contract.*

*As far as the signature/endorsement of the contract is concerned, the financial circuit instructed by DG DEVCO should be followed within the Delegation.*

*Where the CA and the EU Delegation/AO are responsible for the assessment and the approval of the Twinning contract, line DGs will be consulted by the EU Delegation and the Headquarters will not be consulted on the contract.*

## 3.10 Signature of the Twinning Contract

### 3.10.1 Preliminary remarks

Once the Commission Steering Committee proceedings are closed (IPA) or the Headquarters consultation has taken place (ENPI), the Twinning partners must ensure proper signature of the finalised Twinning Contract.

This final signature should not be confused with the provisional initialisation of the work plan (Annex A1) and Budget (Annex A3) which has taken place **before** the submission to the Steering Committee (IPA).

The MS Project Leader and the BC Project Leader acknowledge and initial all pages of both Annex A1 (Twinning Work plan) and Annex A3 (Twinning Budget) expressing their commitment and the ownership of their respective administrations.

For the final signature, the MS and the Contracting Authority (Commission through the EU Delegation, CFCE or AO) initials all pages of the Special Conditions (up-front Contract) and signs this upfront document. The initialisation and signature of both administrative partners expresses their overall contractual and financial commitment.

There is no need to initial/sign Annexes A2 (General Conditions), A4 (Contract award procedures), A5 (Request for payment), A6 (Expenditure Verification (Report)), A7 Special Financial Annex and A8 (Mandate).

These annexes may have to be signed by the appropriate persons at another stage of the project preparation or implementation.

*Under IPA, the initial operative side letter is signed by the two Project leaders and initialled on each page. This signature and the signature of the contract are concomitant. Project leaders cannot delegate others to sign this document on their behalf.*

### 3.10.2 Signatories of the Twinning Contract

The Twinning Contract is concluded between the European Commission (in case of centralised management), the CFCE (in case of decentralised management with ex ante control) or the AO (in case of decentralised management without ex ante control), on one part, and a Member State (or a consortium of Member States) on the other. It is materially signed as specified hereafter.

#### **On behalf of the MS**

To confirm the engagement of the MS, the Twinning Contract (Special Conditions) is signed by an official engaging a binding commitment of the government (administrative authority).

Examples of persons who may be able to engage the MS government (administrative authority) concerned would be a senior official authorised to sign on behalf of the government, the NCP or the Ambassador to the EU.

If a Twinning project is entirely under the responsibility of a decentralised public authority (e.g. Land, Département or region), a representative of the latter may sign instead of a central administrative authority, subject to approval by the central authorities (e.g. represented by the NCP).

The person in the administration or mandated body responsible for the implementation of the MS obligations – the Project Leader - in the Twinning project signs Annex 1 (Work plan) and Annex 3 (Budget).

#### Signatories in the case of a MS consortium

Where MS have formed a consortium to implement a Twinning project, the Contract will be signed by an official of the MS which has been designated as Project lead partner.

- The Commission requires that each Junior MS partner signs a general mandate (see section 3.4 and Annex A8 to the Twinning Contract) through which it empowers the Project Leader of the lead MS to commit the administration of the Junior MS and take any project implementation decisions on its behalf.

In addition to the general mandate, MS in the consortium will also need to reach agreement on detailed working arrangements and will define these in an intra-consortium agreement. This intra-consortium agreement must be signed before the submission of the draft Twinning Contract to the Commission (Delegation or Headquarters) or to the AO.

#### **On behalf of the Commission, the CFCE or the AO**

According to the management mode, the contracting authority signing the Twinning contract (Special Conditions) is:

in case of centralised management, the EU Delegation,; Annexes A1 and A3 are initialled by the same;

in case of decentralised management with ex ante control, the CFCE; in this event the EU Delegation needs to have endorsed the Special Conditions as well as Annexes A1 and A3, signifying ex-ante control of the budget and compliance with the opinion of the Steering Committee (acquis);

in case of decentralised management without ex ante control, the AO; in this event the AO assumes sole responsibility for all ex-ante control functions previously performed by the EU Delegation. This includes ensuring that the compulsory and binding opinion on acquis compliance and relevance of the work plan (provided by the Commission Steering Committee) is fully integrated into the final contract. To express this responsibility as well as its overall contractual and financial responsibility, the AO signs the Special Conditions and initials Annexes A1 and A3.

## General Provisions

The official responsible for the implementation of the Twinning project in the beneficiary administration –the Project Leader - signs the work plan (Annex A1) and the Budget (Annex A3) expressing commitment and ownership of the administration.

For the final signature, the Contracting Authority (Commission or AO) initials all pages of the Special Conditions and signs this document. Similarly, the MS partner initials all pages of the Special Conditions and signs it.

The initialisation and signature of both administrative partners expresses their overall contractual and financial commitment.

The MS Project Leader and the BC Project Leader acknowledge and initial all pages of both Annex A1 (Twinning Work plan) and Annex A3 (Twinning Budget) expressing their commitment and the ownership of their respective administrations.

There is no need to initial/sign Annexes A2 (General Conditions), A4 (Contract award procedures), A5 (Request for payment), A6 (Model Audit Certificate), A7 (Special Financial Annex). Annex A8 (Mandate) has to be signed by both the lead and the junior partner.

### *Who signs what in Twinning under IPA*

<i>Signs</i>	<i>Lead Member State</i>	<i>Administrative office (BC)/CFCE</i>	<i>Beneficiary Administration</i>	<i>EU Delegation</i>
<i>Special Conditions (centralised)</i>	<i>X + initials</i>			<i>X + initials</i>
<i>Special Conditions (decentralised with ex ante control)</i>	<i>X + initials</i>	<i>X + initials</i>		<i>X Acknowledgement of ex-ante control</i>
<i>Special Conditions (decentralised without ex-ante control)</i>	<i>X + initials</i>	<i>X</i>		
<i>Annexes A1 (Work Plan) and A3 (budget) in all management modes</i>	<i>X + initials</i>	<i>initials if CA</i>	<i>X + initials</i>	<i>initials if CA</i>

### Who signs what in Twinning under ENPI

	<i>Lead Member State</i>	<i>Administrative Office</i>	<i>Beneficiary Administration</i>	<i>Commission (EU Delegation)</i>
<i>Special Conditions (centralised)</i>	<i>X + initials</i>			<i>X + initials</i>
<i>Special Conditions (decentralised)</i>	<i>X + initials</i>	<i>X + initials</i>		<i>Endorsement</i>
<i>Work Plan and Budget (centralised and decentralised )</i>	<i>X +initials</i>		<i>X + initials</i>	

Twinning Contracts are signed:

<p>*on behalf of the Contracting Authority, by the authorising officer;</p> <p>on behalf of the MS, by the person in the administration or entitled body responsible for the implementation of the MS obligations in the Twinning project, and by a person engaging a binding commitment by the government (administrative authority);</p> <p>on behalf of the Junior Partner (MS) for the work plan and the mandate, by the person in the administration or entitled body responsible for the implementation of the MS obligations in the Twinning project, engaging a binding commitment by the government (administrative authority).</p> <p>* <i>If the Commission is not the Contracting Authority, the Commission must endorse the contract.</i></p>
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### 3.11 Notification of the Twinning Contract

One original copy of the signed Twinning contract is required for each signatory:

1. The Lead Member State
2. The Administrative Office<sup>2</sup> or CFCE
3. The Beneficiary Administration
4. The Commission (Delegation) or Headquarters

Once the Twinning Contract is signed by all parties, the Contracting Authority is in charge of legally notifying partners. If the EU Delegation is not the Contracting

<sup>2</sup> In the case of centralised management under ENPI, the AO, though not among the signatories, must receive a copy sent by the EU Delegation.

Authority, it shall also receive copy of the notification. Headquarters is always in copy of the Notification letter.

Please note that this notification constitutes a separate requirement which rests with the Contracting Authority. In other words, the signature of the Twinning Contract is not equivalent to notification.

The date of this notification is considered as the legal starting date as well as the first possible starting date for the implementation of the work plan of the project or reimbursement for the presence of the RTA. No costs incurred before that date will be covered out of project funds, **except those related to costs incurred for its preparation, subject to the provisions under section 5.2 and Annex A7 to the Twinning Contract.**

A copy of the signed, endorsed and notified Twinning Contract will also be sent by the EU Delegation or by the relevant Contracting Authority to Commission Headquarters<sup>3</sup>.

## **Section 4: Detailed Project Design**

### **4.1. Designing the Project to achieve ‘Mandatory Results’**

Drafting Twinning Contract and Work Plan **must** be a joint MS/BC exercise. The Twinning work plan consists of a sequence of activities, attributed to one side or the other, which together constitute a strategy aimed at achieving the results.

Twinning Contracts (including annexes) may be drafted in English, German or French, as agreed by the partners.

The starting point in designing a Twinning project is to define more precisely the mandatory results (see section 2.1). EU funding will only be provided on the basis of this results being achieved. These mandatory results should therefore be measurable based on relevant indicators with adequate target values to be achieved at the end of the project compared to the current baseline data.

The mandatory results required will have already been set out in the Twinning project fiche. However, in developing and when appropriate updating the Twinning work plan, the mandatory results may need to be fine-tuned, as the BC and MS make a detailed assessment of what is realistic and deliverable within the timeframe and budget available, also taking into account progress made since the Twinning project fiche was drafted. Any significant deviation of mandatory results from the project fiche requires a change of the project fiche in line with the adequate procedures before the Twinning contract can be concluded.

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<sup>3</sup> Should CRIS be the system used by the Commission service responsible for managing the project, the contract should be downloaded and the HQ must be informed about the CRIS reference.



- The mandatory results must be well defined, focused and achievable;
- The mandatory results must make a specific and direct contribution to Institution Building in the BC;
- The mandatory results must be concrete, clearly measurable for control purposes, *inter alia* through adequate indicators.
- The achieved mandatory results must remain at the disposal of the BC administration as a sustainable asset

Given the size and complexity of Twinning projects, it is always necessary to break the project down into different components which correspond to the different mandatory results.

The Twinning work plan must clearly identify each of these components and the steps needed to achieve them. The Twinning work plan must also clearly spell out who does what. Since a Twinning project does not take place in a vacuum, account should be taken of other activities taking place in the BC, which may assist with, overlap with, or hinder the project.

- All components of a Twinning project must be clearly and independently identified;
- Each component and the actions identified to achieve the component must be fully justified in the context of achieving the respective mandatory results
- Work plan components must be directly linked to an identifiable component in the budget (see section 5).

A template for the work plan is provided in Annex A1 to the Twinning Contract. A template for the corresponding budget is provided in Annex A3 to the Twinning contract. Each budget component should correspond to a mandatory result.

*Detailing the activities of the Work Plan throughout implementation under IPA*

*Under IPA, Annex A1 and Annex A3 can be included in the Twinning contract in an abridged form (see section 3.8), while the detailed description of activities and of the corresponding costs are presented in an operative side letter signed at the same time as the contract (see template in Annex C15). This initial operative side letter presents details of all activities planned for the first six months at least.*

*It is the responsibility of the Project Steering Committee, which meets at quarterly intervals, to update the detailed description of activities in a six month perspective, issuing successive operative side letters. In practice, if the initial operative side letter contains a detailed description of activities for the months 1 to 6 (while Annex A1 of the contract presents the outline for the entire period of implementation), at the first meeting of the Project Steering Committee, which takes place around the end of month 3, a new operative side letter is prepared with details for the months 7 to 9. The same document can include, if necessary, minor adjustments to activities foreseen for the months 4 to 6. At the following meeting (end of month 6), the Project Steering Committee would detail activities for the months 10 to 12, and so on.*

*Operative side letters updating the detailed description of activities prepared by the Project Steering Committee are signed by the two Project Leaders, who cannot delegate others (not even the RTA) to sign on their behalf. These operative side letters are applicable following the agreement (explicit or silent – see section 6.6, (1), C) of the EU Delegation, of the CFCE or of the AO as appropriate. Considering the relevance for the implementation of the Project, five full working days must be allowed for possible comments by the mentioned institutions.*

*Operative side letters cannot include changes to the contract or other changes that can be considered substantial according to the criteria indicated in section 6.6, (1), A and for which a formal Addendum is required and the pertinent approval procedure must be followed.*

*The proceeding of the Project Steering Committee related to the preparation of an operative side letter updating the details of activities foreseen by the work plan are attended by the two Project leaders, the RTA, a representative of the EU Delegation and a representative of the contracting authority if this is not the EU Delegation. The RTA counterpart and principal MS experts can participate as appropriate. At least ten working days before the meeting of the Project Steering Committee, the RTA circulates to all other participants a draft of the updated details of activities.*

*The Project Steering Committee meets at the end of every third month. If a festive period would cause a postponement of a quarterly meeting by more than two weeks, the meeting is organised before the beginning of the festive period.*

*Considering the other tasks of the Project Steering Committee, in particular the preparation of quarterly interim reports, members shall take due precautions in order to be able to attend the meeting during all its duration.*

*In the case of implementation by a Consortium, the MS Project leader and the RTA must ensure that the junior partner is fully involved in the preparation of the operative side letter and immediately informed of the details of activities, in particular with regard to its contribution to the project.*

*If in the course of the regular quarterly meeting the Project Steering Committee cannot agree on the operative side letter, a new meeting is scheduled within the following 15 days. If again no agreement can be reached, the EU Delegation and/or the CFCE or the AO decide whether a third meeting of the Project Steering Committee can be usefully convened within the following 15 days in order to approve the operative side letter or whether the execution of the project shall be terminated.*

*In case the eventual third meeting fails to agree on the detailed description of activities as necessary, the project is considered terminated. Dispositions of section 6.7.2 apply.*

*The reference to the six months perspective for both the initial and the subsequent operative side letters represent a minimum. MS and BC are encouraged to extend the timeframe whenever the pertinent information is already available and programming of activities can be realistically defined. This could be the case for instance for activities to be implemented in sequence over a longer period.*

## 4.2. Benchmarks, Timeframes, Duration & Risk Analysis

### Setting Project Benchmarks

There should be benchmarks for the Twinning project as a whole and also benchmarks within some of the larger components of the project, which require a long time period to complete. Setting these benchmarks will assist in reaching the final results and in general good project management. Achievement of benchmarks will also be an important part of the regular monitoring (see section 6.3) and reporting procedures (see section 6.4), which will normally take place at three-monthly intervals.

- The Twinning work plan must specify benchmarks at regular time intervals, which will be used to measure progress. All benchmarks should be included in the Work Plan from the beginning.

Examples of project benchmarks could be, e.g. in the context of establishing a national body for managing agricultural policy: the adoption of a bill by the government; the elaboration of a training strategy; adoption of the body's rules of procedure; final choice of premises; availability of computers; design of the software necessary for implementation etc.

### Timeframes

Careful consideration should be given to timeframes. Each component of the Twinning work plan must have an allocated timeframe for completion. This can then be used to set the overall timeframe for the Twinning work plan. Some of the project components can be completed concurrently. Others will rely on the prior completion of another project component. There will therefore be a 'critical path' time scale based upon the time required to complete interdependent successive project components, which together constitute the Twinning work plan.

### *Under IPA*

*While the individual activities requested in the framework of a component can be adapted by the Project Steering Committee during the quarterly updates, the general timeframe initially defined ought to be respected in order to ensure that all components be orderly completed and the mandatory results achieved.*

- The Twinning work plan must clearly identify timeframes for the project as a whole and for all project components;
- It is recommended to allow a maximum of one month for the installation and orientation of the RTA, before scheduling short term activities.

### Duration

Each Twinning project has an *execution period* and an *implementation period* which do not coincide.

**The execution period corresponds to the full legal duration of the Twinning Contract. It starts on the date of notification by the Contracting Authority of the contract signed by all parties and ends 3 months after the end of the implementation period of the project.**

**The implementation period corresponds to the time allocated to the realisation of the Twinning Work Plan. It starts with the arrival of the RTA and continues for the number of months indicated in Article 2.2 of the Special Conditions.**

Since in the vast majority of cases the RTA cannot become operational in the BC immediately upon notification of the contract by the Contracting Authority, he/she has **up to one month from the notification letter's date** to arrive in the BC. The **MS Project Leader shall communicate the date of RTA arrival to the CA and/or EU Headquarters and Delegation**, since it will mark the beginning of the implementation period of the Action.

Following the end of the implementation period, the Twinning partners must prepare and submit the final Twinning report, the request for final payment and the audit certificate (see section 7). These documents are expected to be prepared and submitted before the end of the execution period (i.e. the legal duration) of the Twinning project.

**Taking into consideration the above requirements, article 2 of the Twinning Contract's Special Conditions add three months to the implementation period for the provision of the documents mentioned in the previous paragraph.**

At any rate, the end of the project must comply with the requirements of the deadline for implementation of the relevant Financing Agreement, under which the project is funded.

### **Risk Analysis**

There will always be risks involved in a Twinning project, however well it is designed. These risks may range from small risks of time delays or cost overruns to more fundamental risks of, for example, passing the appropriate legislation through parliament, change of government policy, etc. Some of the risks will be internal to the project and therefore subject to a certain degree of control. Internal risks might include, for example, the possibility that monitoring equipment, vital to an environmental standards Twinning project, is not provided on time, and thus delays implementation of the entire project. Other risks such as political risk will be entirely beyond the control of the project.

- All significant risks, both internal and external, should be clearly stated and quantified as far as possible;
- The Twinning work plan should also identify ways of minimising controllable risks.

## 4.3. Deciding Project Management responsibilities

### **Between the BC and MS**

The Twinning Contract is an agreement between two parties (i.e. the two administrations of the BC and the MS involved), which together commit themselves to achieving a mandatory result or several mandatory results. The project must therefore be carried out under the responsibility of two Project Leaders, one from the BC and the other from the MS. Each will be responsible for the activities assigned to his/her administration in the Twinning work plan, with full authority over the human and material resources mobilised to that end. More specifically, the BC Project Leader will be responsible for experts from the BC and the MS Project Leader for all other experts.

- The split of responsibilities must be defined for each component;
- For components which are a joint responsibility, the Twinning work plan should state which party is the leader;
- Attribution of responsibility for a particular activity must be directly linked to entitlement to an explicitly identified budget allocation.

A key role in ensuring good co-ordination is played by the Project Steering Committee, which is inter alia called upon to prepare the interim and final reports.

### **Management hierarchy for MS Inputs**

In all Twinning projects, overall responsibility for MS involvement is held by the MS Project Leader, who may delegate the management and implementation of project components. For example, the Project Leader is likely to delegate accounting and invoicing tasks, the organisation of training seminars, the preparation of training documentation, etc. to a management structure. The fees and costs incurred to cover this management are to be financed through the flat rate proceedings of the ‘Twinning project management costs’ compensation.

The RTA(s) reports to the MS Project Leader.

Where more than one MS is involved, the Project Leader from the lead MS takes overall responsibility on the MS side for the entire project on the basis of a general mandate between lead and junior MS Twinning partner. However, the MS Project Leader may delegate responsibility for particular project components to another MS, but retains overall responsibility for the project. Examples might include hosting BC trainees, running a seminar, assisting the BC in drafting legislation.

## Projects involving a Consortium of MS

Where certain MS have decided to work together in a consortium, the management of the project clearly becomes more complex. There are a number of practical issues that should be considered when drafting the Twinning Contract and Twinning work plan and preparing for project implementation. BC partners will have a major interest in assuring themselves that consortium members are both willing and, in reality, in a position to co-operate fully to achieve the mandatory results.

MS Project leaders participate in the preparation of the Twinning Contract and attend the project Steering Committees. The attendance of the Junior MS Project Leader to the project Steering Committees is recommended. The corresponding costs will be financed in the Twinning Contract.

- The Twinning work plan must detail the responsibilities of each of the partners in respect of the individual project components clearly stating who should do what, when and with which resources (as identified in the detailed breakdown of costs per component).
- The Commission requires a general mandate (see Annex A8 to the Twinning Contract) from the junior MS partner to the Project Leader appointed by the lead MS, providing the power to commit its administration and take any project implementation decisions on its behalf. The signature of this mandate is a pre-condition for submitting the Twinning Contract.

Over and above the mandate from junior MS partners to the lead MS, the MS involved in a consortium will need to draw up an **intra-consortium agreement**. It is the MS prerogative to define the details of their co-operation. As a minimum, the agreement is likely to cover the following main points:

- Financial matters, especially arrangements for the transfer of funds between consortium members in respect of reimbursable expenditure and a proportion of the ‘Twinning management costs’ compensation. Generally, the lead MS partner retains a proportion of the ‘Twinning management costs’ compensation to cover the costs for its leadership (see also section 5.8);
- Lines of communication which will guarantee sharing of information and the coherence and co-ordination of activities;
- Procedures for decision-making, i.e., which decisions will be taken by consensus, which matters can be left to the lead MS.

## 4.4. Inputs of BC (Staff & Infrastructure)

The success of Twinning projects requires significant input of BC resources coupled with a solid commitment to achieve results.

### Staff Inputs

- Significant staff time will be required in the various components of the project:
- At the broadest and most senior level, there must be political commitment and support within the BC administration for the Twinning project as a whole;

- Each Twinning project must have a BC Project Leader with sufficient authority to administer and properly implement the project in practice. This person will also be named in, and sign, the Twinning Contract, as the figure ultimately responsible for its implementation;
- Each Twinning project must have a RTA counterpart in the BC;
- At project level, BC staff will actively participate (i.e. working with the RTA and short term experts, participating in training activities) to implement a particular project component;
- BC staff inputs should be detailed as far as possible within the Twinning work plan to ensure that there is full recognition of both the practical and political commitments required to achieve the desired results;
- A change in BC Project Leader must be notified in writing according to procedures outlined under section 6.6.

### **Infrastructure Inputs**

The BC will be required to make available the necessary infrastructure for MS partners to carry out their tasks. The provision of office space, the provision of equipment (including access to a computer, telephone, fax etc.) and the professional use of that equipment should be available as from the RTA day of installation.

- All infrastructure requirements should be specified in the Twinning Contract, Twinning work plan and budget;
- Only a provision limited to **EUR 5 000** for miscellaneous supplies is eligible for EU funding (see section 5.11). This will only be available in very restricted cases, subject to evidence of the BC inability to provide the material required.

## 4.5. Inputs of MS (Staff)

### 4.5.1. Staff Know-how and Time

In support of the BC own efforts to implement a Twinning project, the principal input of the MS is the staff time. This includes the time of the Project Leader, RTA(s), short and medium term experts and other staff involved in managing and accounting for the project. The Twinning work plan should state exactly how much time will be devoted to each component of the project. The time allocation should be precisely linked to the budget provisions. The different categories of MS staff (officials or assimilated) input are:

STAFF	TASKS	INPUTS
Project Leader	Overall conception and direction of the thrust of MS inputs. Must have a broad knowledge of all processes in the area of the project and good leadership skills.	It is recommended that <b>a minimum of 3 days per month including one visit every 3 months</b> (more for complex projects) is allocated. <i>Attendance of quarterly Project Steering Committee is compulsory (under IPA).</i>
Junior Project Leader	Ensures the good coordination with Project Leader and Junior MS input appropriate to the project.	Attendance of quarterly project steering committees is recommended.
RTA(s)	Works on a daily basis with BC staff to implement project, support and co-ordinate activities in BC. Ensures continuity of implementation. Must have good general knowledge of the sector.	Full time in the BC (see section 2.2) for at least 12 consecutive months.
Short/Medium Term Experts	They support the RTA in the transfer of technical know-how. Working on specific project components. Includes specialist support services e.g. providing BC with access to databases.	Varies. Specified by number of man/days.
Logistical Management & Accounting	Work in MS in support of the project.	Not specified, covered by 'Twinning management costs' compensation

### 4.5.2 The Project Leader

The Project Leader should be a high-ranking civil servant or equivalent staff commensurate with an operational dialogue at political level. The Project Leader's



seniority will ensure his/her ability to call on short term experts in support of the efficient implementation of the project and the full support at senior levels within the BC. The Project Leader is not an Adviser; he/she directs the implementation of the project.

A balance should be struck between seniority and the time available for the project.

As a minimum, the Project Leader should be able to dedicate to the project at least **3 days per month, with an on-site visit at least every 3 months to participate in the Project Steering Committees**; more complex projects might require more attention.

*In particular under IPA, the Project Leader must ensure his/her presence at all meetings of each quarterly Project Steering Committee during which the detailed description of activities is updated.*

(See also 2.2.1 and 4.3)

#### **4.5.3. The Resident Twinning Adviser (RTA)**

The RTA should have a good knowledge of the Twinning project's field, with particular emphasis on implementation and institutional set up. Comparative knowledge of other MS systems, as well as good management, communication and language skills are an asset. The contribution of specialist knowledge can be brought by the Project Leader and/or short term experts.

The profile of the RTA should be evaluated in conjunction with that of the rest of the team (especially the Project Leader); lack of experience of a RTA could be compensated by the quality of the team as a whole.

- All key staff, including the Project Leader, the RTA, and the principal short and medium term experts must provide full CVs, which will be attached to the Twinning Contract. The profile of the other experts should appear in the Twinning work plan.

#### **4.5.4 Change of Project Leader or RTA**

Should the situation arise where a Project Leader or RTA has to be changed, the Twinning Contract and Twinning work plan are to be amended according to the procedure outlined under section 6.6. Such changes request the consultation of the Twinning Steering Committee at Commission Headquarters (IPA).

#### **4.5.5 Staff Origin**

RTAs and other experts must in principle be nationals of an EU Member State.

MS administrations or mandated bodies are chosen as Twinning partners by the beneficiary countries for their specific knowledge and administrative systems. The human resources made available to BC partners must therefore be fully integrated with the MS administrations.

Experts cannot be included into the project through MS management support organisations, be they mandated bodies or not, but can only come from or through the implementing organisation holding the project leadership, as well as the required expertise.

In consultation or at the request of the BC, experts from other MS not contractually associated with the project may be asked to provide their expertise on an ad hoc-basis and under the responsibility of the lead MS. That MS is responsible for the skills and availability of the expert and defines the conditions and details of his/her involvement. See the details required for private sector input at Section 5.12.

## 4.6. Management and Accounting

As well as the more general project management responsibilities, there needs to be a support system in place for each project. It is expected that there will mainly be two functions that will be carried out by an individual or individuals in the BC and MS administrations or possibly out-sourced to a public / mandated body contractor financed through the ‘Twinning management costs’ compensation. **The RTA should not be responsible for these tasks.**

The first function is to deal with the logistical management of the Twinning project. This may include making travel arrangements and providing general organisational support to the Project Leader, as to all short- and medium-term experts. It also includes, inter alia, the practical organisation of seminars and study visits.

The second function is financial management. This includes the accounting of expenditure, invoicing (see section 7) and management of project funds. In the case of a consortium, the management tasks of the lead MS are increased and the partners have to provide a minimum of management support.

The ‘Twinning management costs’ compensation is designed to cover these costs for work performed elsewhere than in the BC, in addition to other costs (see section 5.8).

- BC and MS administrations will be entirely responsible for their respective part of the general management, logistical and financial management in relation with a Twinning project;
- The requirements for logistical and accounting support should be clearly taken into account by the MS preparing a Twinning work plan;
- RTAs will be expected to manage their own allowances and claims for statutory reimbursements but they should ensure adequate documentation for the purpose of the Final report and Audit certificate.

The Twinning management costs allow the necessary flexibility in the implementation of the Twinning project. The presence of this budget heading (Twinning management costs) excludes the inclusion of any other administrative expenditure under whatever form or heading. It should finally be clarified that Twinning projects should not result in any profit for the Member State Partner, be it through the misuse of the Twinning management costs or otherwise.

## 4.7. Translation and Interpretation

### 4.7.1. Translation

In designing a Twinning project, the justified need for translation should be foreseen. Provision may be made in the project budget (see section 5.10) for translation work. Regarding the translation of the EU acquis, it should be carefully checked whether this translation is not yet available. If the volume of translation is considerable, the option of hiring a translator can be envisaged for reasons of cost-effectiveness.

The RTA assistant may also be called upon for these tasks.

### 4.7.2 Interpretation

Justified provision should also be made for the need for interpretation for seminars, key meetings or other project activities (see section 5.9 and 5.10 for general language issues). It is recommended that local resources are used for reasons of cost-effectiveness.

The RTA assistant may also be called upon for these tasks.

## 4.8. Seminars, Training, Traineeships, Workshops

Classical training activities may be a necessary part of the Twinning project. These may take the form of seminars in the BC or elsewhere, if justified. They may also take the form of trainee/internships, i.e. giving BC officials the opportunity to spend time and work in MS administrations. No compensation is due to the MS from the Twinning budget for the organisation of trainee/internships except the small incidental cost as foreseen under 5.7.2. There may also be other types of training courses (e.g. intensive highly specialised courses delivered by dedicated training institutions, provided that such training is embedded in the overall reform strategy) or workshops on particular specialist subjects.

Normally traineeships in MS will be limited in time (3-5 months) and reserved for a small number of BC specialists selected for their involvement in the project and role in their administration (middle management capable for bringing changes back home). The selection of the trainees will be commonly agreed between the parties (BC, MS and EUD). Seminars will normally be held in BC where they can reach a larger number of participants at lower cost.

Like other project components, training activities (including study visits) must be fully justified by directly contributing to the achievement of the overall 'mandatory results'. The comparative qualitative and economic advantage of a study visit, compared with the activity taking place in the BC, is crucial for its eligibility.

This means for example that basic language training is not justified, although specialist language training could be. Certain training costs will be eligible for funding by the project (see section 5.7) whilst others will remain the responsibility of the BC. The project design should also take account of training activities already being supported by the BC and others outside of the Twinning project.

## 4.9. Intangible Inputs

The continued success of a Twinning project may greatly benefit from a number of intangible inputs. For example, connection to MS or other databases, integration into international organisations or networks, provision of specialist written materials or software etc. (see also section 5.12).

## 4.10 Summary project presentation

In preparing the Twinning Contract, reference should be made to article 6 of the Special Conditions, which sets out the correct order and format for presentation of a complete Twinning Contract. The Twinning Contract will include standard texts (provided by the Commission) and the detailed project information as provided by the Twinning partners. Whilst there is a certain degree of flexibility in how projects should be presented, there are a number of key points which should be noted prior to submission of the document to the Commission:

<p>Project substance</p>	<ul style="list-style-type: none"> <li>• Statement of the relevant acquis or policy objective;</li> <li>• The mandatory results must be well defined and the project reference code should be clearly stated;</li> <li>• Project components, benchmarks, timetables and budgets must all be explicitly defined in a logical manner, with cross-references – it is preferred if all of these elements are combined into a single schedule;</li> <li>• Responsibilities must be clearly distributed between the MS and the BC.</li> </ul>
<p>Supporting documents  (Annex A of this Manual sets the correct order and format for the presentation of a complete Twinning Contract)</p>	<ul style="list-style-type: none"> <li>• CVs of the RTA and the RTA counterparts, both Project Leaders and other <u>principal</u> experts must be included; in EU format;</li> <li>• Evidence of the RTA basic salary should be attached;</li> <li>• Mandate from junior partner MS to the lead MS.</li> </ul>
<p>Practical/technical points</p>	<ul style="list-style-type: none"> <li>• The Work Plan and the Budget must be signed by both the BC and MS;</li> <li>• The Twinning Contract including the annexes must be submitted in either English, French or German (to be agreed between BC and lead MS, in consultation also with junior MS partner, if relevant);</li> <li>• The Twinning Contract must contain <b><u>full and updated</u></b> contact details of the individuals directly involved;</li> <li>• The pages of the Twinning Contract including the annexes must be numbered and dated.</li> </ul>

## **Section 5: The Twinning Project Budget**

### **5.1. The Project Budget**

(Annex A3 to the Twinning Contract)

#### **5.1.1. Content of the budget**

All Twinning Contracts comprise a Twinning work plan, accompanied by a detailed Twinning budget, respectively Annexes A1 and A3 to the Twinning Contract. The total budget globally allocated to the execution of the project must remain within the limits of the amount referred to in the project fiche; no increase of this amount is allowed.

The Twinning budget is presented in the format of an activity based budget, apart from the RTA-related expenditure and other general budget items. Expenditures listed in the budget must correspond to the activities listed in the Twinning work plan.

All activities foreseen in the framework of the Twinning project, irrespective of whether they are carried out under the responsibility of the BC or of the MS, should be listed. The only activities to which a sum is allocated in the budget are those for which financing is requested from the EU programme.

The cost of other activities is not mentioned, but they nevertheless appear as a token entry in the budget; this is tantamount to an undertaking from the partner who has assumed responsibility to carry them out, since that partner (BC or MS) is indicated opposite to each activity. If a group of MS is involved, the one making the commitment is specified.

#### ***Level of details in Annex A3 under IPA***

*Under IPA, apart from the RTA-related expenditure and other general budget items the budget presented in Annex A3 may indicate only the foreseen costs per component and per activity (see section 3.8, 'General remark'), reflecting so the level of details of the work plan (Annex A1). The detailed breakdown of expenditures is included, at least the first six months of implementation, in the initial operative side letter signed by the Project Leaders at the same time as the contract. The successive operative side letters drafted by the Project Steering Committee on a quarterly basis include the corresponding detailed breakdown of costs (see section 4.1.1).*

#### **5.1.2. Eligible costs**

The main costs that may be covered by the financial envelope allocated for the implementation of Twinning projects as foreseen in the Twinning Contract are

those mentioned hereunder (non-exhaustive list). Each category of costs is described in more detail in the following chapters of this section.

- Expenses incurred by the MS Project Leader and junior PL and RTA to jointly prepare with the BA the Twinning Contract from the date of notification of selection until the submission of the Twinning Contract to Commission Headquarters for Steering Committee Opinion (Twinning under IPA) or for final approval (Twinning under ENPI) - (see Section 5.2 for ceiling and conditions) ;
- Costs of the Resident Twinning Adviser(s): full-time secondment for a minimum period of 12 months to a maximum of 36 months to the BC of MS Resident Twinning Adviser(s) (at least one per project; only exceptionally and in duly justified cases more than one)
- Cost of the attendance to the quarterly Steering Committees for Project Leader and Junior MS Project Leaders.
- Cost of the MS Project Leader and short- and medium term experts: intervention of the MS Project Leader who has overall responsibility for the project; tasks requiring the assistance of specialised experts, accomplished by carefully scheduled one-off or repeated missions of short or medium duration;
- Procurement of supplies and services: Twinning projects may sometimes need intangible supplies (such as computer software) vital for the working of new systems and services (translation, data exchange, access to networks, etc.) as well as, in exceptional and duly justified cases, the input of private sector services.
- Travel and subsistence expenses: travel costs of MS experts are reimbursed and they are entitled to per diem allowances; the budget should include a provision to cover changes in prices and per diem rates (see section 7.7).
- Training: training in the application of new systems for the BC staff who will operate them; this will take place mainly in the BC, but may also include trainee/internships (limited in number and time) in MS administrations or other organisations to which MS have delegated institutional functions; in most cases, training for trainers should have first priority.
- Costs for preparatory and follow-up work outside the BC, management and accounting: costs incurred by MS in managing the project are exclusively financed through the proceeds of the ‘Twinning management costs’ allowance (see section 5.8).
- Costs for translation and interpretation: (see section 5.10)
- Costs for the Expenditure Verification Report: (see section 7.3)
- Provision to cover changes in prices: (see sections 5.6.3 and 7.7).

### 5.1.3. Structure of the budget

The Twinning budget is always provided in Annex A3 to each Twinning Contract. This budget is signed and initialled by both MS and BC Project Leaders expressing the commitment of their respective administrations and their ownership of the Twinning project.

The Twinning budget lists the following expenditures as basic blocks:

#### 1. RTA expenditure (see section 5.3)

1. Salary of the RTA
2. Non-wage labour costs
3. Other allowances

2. **Activity based building blocks:** Under this title the budget provides an overview of the estimated expenditure linked to the achievement of the mandatory results.

Each Budget Component is linked to a Mandatory result identified in the Twinning work plan. (e.g. law drafted, organisation chart designed, staff trained).

Each component may in turn consist of one or several **activities** (e.g. an expert visit, a seminar), listed as distinct budget subentries.

Each activity is defined as a subpart of the broader mandatory result it is expected to achieve. It must include all the different cost elements needed for implementation and nothing else. *Under IPA, the breakdown of the different cost elements is provided in the initial operative side letter (for at least the first six months) and in the subsequent updates.*

If the budget for an activity has been drawn up properly, its cancellation will cause all expenditure related to it to be cancelled without affecting any other activity.

The basic rule is that an individual activity represents a separate budget entry, as part of the related budget component (linked to a Mandatory result). There must be a precise, project-related reason for including a number of sub-activities in a single budget entry.

In practice, a large number of special cases may arise; the following examples illustrate the simple application of the rule.

Generally speaking, a seminar is an activity and a budget activity in its own right. If, however, training in a special technique is provided by arranging a series of three successive seminars for the same participants, all three seminars can be included in the same budget section.

In another situation, if the same training seminar is given four times over for four different lots of participants all receiving the same training, the four sessions may be included in the same budget activity.

Similarly, short-term visits by experts usually have one budget activity per visit. If, however, the same expert makes a number of successive visits for the same purpose during a Twinning project, these visits may be included in the same



budget section. If a number of experts together make a visit for the same purpose, the whole exercise may be entered in a single budget activity.

Although it may be possible to enter a cost in any one of a number of budget activities, the most appropriate section must be selected: if an activity is cancelled, the budgetary impact must be contained to the budget section, with no change to the other sections.

**Example 1:** a computer expert must make four visits to a beneficiary country, three to help set up a computer system and one for a training seminar. The latter will be indicated in the budget section related to the seminar, and the other three in another section.

**Example 2:** a RTA wishes to give a seminar in a town other than the capital of the country. All the standard allowances received by the RTA are shown in a single section with his/her remuneration. The costs of the RTA travel to the town where the seminar is given and his/her specific subsistence allowances during the seminar will be entered in the budget section for the seminar. If the seminar is cancelled, the expenditure will be cancelled but all the RTA standard allowances will continue.

**Example 3:** the price of an interpreter recruited for a seminar is shown in the budget section for the seminar. The cost of the RTA permanent assistant is shown in the permanent assistant's own individual section, even though he/she occasionally helps with the interpreting for a seminar. Even if the seminar is cancelled, the RTA permanent assistant is still paid full time despite the cancellation.

## 5.2. Reimbursement of Costs arising during the Preparation of the Twinning Contract

### 5.2.1. Drafting the Twinning Contract and Twinning Work plan

The Twinning partners should be enabled to meet in order to prepare jointly the Twinning work plan and budget. This preparation should be undertaken swiftly after the outcome of the selection so that the Twinning project can start without undue delay and so that the needed Twinning expertise can be delivered at a moment when the Beneficiary administration indeed requires the Twinning input. **It is suggested a minimum of three trips to the BC in order to maximise the preparation phase of the project in close cooperation with the BA.** Twinning preparatory costs can therefore be reimbursed under the following cumulative conditions:

**(1):** Only costs incurred by the designated MS Project Leader, the junior MS Project Leader (if any) and/or the RTA (no other experts authorised) can be reimbursed.

(2):

*A. Under IPA: Preparatory costs can be reimbursed for a period of maximum four months starting as from the date of the official notification of selection up to the submission of the final draft Twinning Contract for Steering Committee consultation at Commission Headquarters.*

*B. Under ENPI: Preparatory costs can be reimbursed when incurred within a period of maximum five months starting as from the date of the official notification of selection up to the signature of the Twinning Contract. The time span between the reception date of the first consolidated draft contract in Brussels and the date of dispatch of the first consolidated reply by Brussels and the EU Delegation services is excluded from this five months period.*

When the drafting of the Twinning Contract takes place over a period including July and/or August a maximum of 30 days can be added to the preparation time under both IPA and ENPI.

(3): The Twinning Contract must be signed and notified.

If the Twinning partners fail to terminate the preparation of the Twinning Contract within the four/five months period, preparatory costs are not reimbursed.

**The Commission reserves the right to shorten the aforementioned period of 4/5 months in view of specific circumstances.**

The applicable ceilings for the preparatory costs are as follows:

**For Twinning Contracts up to and including EUR 1 million:**

- up to 6 trips to the BC;
- fees for up to 20 working days in the BC;
- corresponding 'project management costs' compensation for work outside the BC;
- Per diem allowance for days in the BC.

**For Twinning Contracts over EUR 1 million:**

- up to 9 trips to the BC;
- fees for up to 30 working days in the BC;
- corresponding 'project management costs' compensation for work outside the BC;
- Per diem allowance for days in the BC

Costs may be reported as part of the first interim quarterly report for the Twinning project.

### **5.2.2. Training of RTAs**

RTAs are invited by the Commission to attend a training seminar at the Commission Headquarters in Brussels. Costs for travel and per diems (according to the rules laid down in section 5.6) to attend this training must be included in the budget of the Twinning Contract (Annex A3 to the Twinning contract).

This item may be charged either to preparatory costs, in addition to the ceilings for the drafting of the Twinning Contract (see section 5.2.1) or to project

implementation costs, depending on when the RTA attends the training. Attendance before taking up duties in the BC is preferable.

Actual payment is subject to the notification of the endorsement/signature of the final approval of the Twinning Contract by the Commission/AO.

Project leaders can also attend the training seminar at Commission Headquarters if interested, **at no cost for the project**.

### 5.3. Resident Twinning Adviser

The RTA will continue to be paid his/her normal salary in the MS concerned throughout his/her secondment.

The EU programme reimburses the payroll institution of the RTA an amount equivalent to what he/she would have received had he/she continued to work in his/her home administration (not abroad), including related and/or connected non-wage labour costs, plus an additional 6% of the whole amount to cover the extra cost of a replacement.

The amount for reimbursement must be included in the detailed breakdown of costs and inserted in the budget (Annex A3 to the Twinning Contract).

In addition to his normal salary, the RTA will:

- receive a subsistence allowance (half per diem compensation) set by the Commission for the entire duration of the secondment without revision.

The following items will also be reimbursed (against proof of payment) according to a scale applying to all MS:

- Rental fees for accommodation. The RTA is expected to find housing and register with the authorities without assistance from the Commission. In practice, however, it is likely that the RTA will be able to obtain advice from his/her own Embassy, the EU Delegation and the BC administrations for which he/she will be working.
- School fees, if RTA is accompanied by his/her children;
- Travel at beginning and end of secondment;
- Removal costs (whole household if the RTA is moving with family, limited if the RTA chooses not to move with family);
- Monthly allowance for return travel to MS as from the second month of implementation, if no costs related to accompanying family members are charged to the project.
- Health and accident insurance.

All of these items are detailed in Annex A7 to the Twinning Contract.

During his/her period of secondment, the RTA may be sent on mission to a place other than his/her place of duty. Mission expenses are reimbursed in accordance with the rules for short term missions (per diem and travel costs) without any additional expert fee. In the breakdown of costs these expenses should be indicated in the budget section related to the activity which triggers the mission, and not in the section related to the RTA long-term secondment.

RTAs may exceptionally be asked to share their experience as a short term expert (maximum 1 week) in another BC Twinning project. Such participation is subject to authorisation from the Project Leaders (MS and BC). Their basic salary, allowances and reimbursement of costs continue to be funded by the project for which they act as an RTA. The project hosting the short term mission will provide for travel and per diem expenses (and insurance where required), no additional fees may be charged.

All costs related to the RTA must be quantified and included in the budget. Verifiable evidence of the real salary cost (wage and non-wage labour cost) to the administration must be provided in order to corroborate expenditure on salary.

Costs related to the provision of working facilities (offices, furniture, computer, telephone, fax, etc.) for the RTA are covered by the host administration in the BC (see section 5.13).

The BC Project Leader and the RTA counterpart continue to be paid by their employer without any EU contribution (see section 5.13).

## 5.4. Project Leader, Short- and Medium-Term Expert Inputs

### 5.4.1. Missions of civil servants

The EU will finance the cost of short and medium term MS missions in the framework of the project. The contribution of each short or medium term expert to project activities must be specified in the Twinning work plan or, *under IPA*, in the pertinent operative side letters.

Mission expenses (transport, per diem, etc) will be reimbursed in accordance with the standard EU rules. Visits of MS management and support staff to the BC cannot be separately covered by the project's budget.

<b>All civil servants or acting civil servants: rate of reimbursement per day worked in the BC: EUR 250</b>
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### 5.4.2. Missions of staff from mandated bodies: Definition of three expert categories and their respective rates of reimbursement

- |   |
|---|
| <ul style="list-style-type: none"><li>• <b>Class 1 expert: Rate of reimbursement per day worked in BC: EUR 250</b><br/>Personal experience in the implementation of institutional aspects targeted by the Twinning project: minimum 3 years</li><li>• <b>Class 2 senior expert: Rate of reimbursement per day worked in BC: EUR 350</b><br/>Personal experience in the implementation of institutional aspects targeted by the Twinning project: minimum 8 years.<br/>Capacity to demonstrate innovative approach by abstracting from own experience and adapting to the needs, constraints and culture of the beneficiary. Experience in cooperation with non-EU countries. Capacity to communicate in one of the EU languages widely spoken in the administration of the BC.</li><li>• <b>Class 3 special counsellor: Rate of reimbursement per day worked in BC: EUR 450</b><br/>Personal experience in the implementation of institutional aspects targeted by the Twinning project: minimum 15 years.<br/>In addition to the above and to the qualifications expected of senior experts, special counsellors will be past or present holders of a high-level post (junior minister, head of a government department or head or chairman of a public or private sector body with a record of government work, or equivalent).<br/><u>This category is strictly reserved for individuals with exceptional experience</u>, whose contribution to the Twinning project justifies the high rating and associated costs.</li></ul> |
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## **Exception**

Mandated bodies able to provide evidence that they cannot cover their staff's real costs with the standard rates of reimbursement may apply for authorisation to charge up to a maximum of EUR 100 more for each category of experts. These requests must be supported by detailed documentary evidence on real salary costs according to the following mode of calculation:

The **real salary costs** of a mandated bodies' expert consist of the expert's gross annual salary plus any compulsory non-wage labour costs payable by the employer in direct connection with the expert's salary. These annual costs must be **divided by 180 invoiceable days** in order to calculate the total real salary costs per day for an expert.

In case that these daily real salary costs are higher than the rates of reimbursement for the respective expert category specified above, the mandated body may apply to the Commission for approval of this non-standard increase up to a maximum of EUR 100 more for each category. The non-standard rate may under no circumstances comprise a profit margin.

Applications for the increased expert fee are to be channelled through the respective MS NCP, who should certify the veracity of the financial data submitted in support of the application. If the Commission agrees to the exception, the non-standard fee level will be published in the list of mandated bodies entitled to act in lieu of public administrations. These non-standard fee rates are indicated in square brackets after the name of the mandated body. Approval of higher fee levels must be sought **before** presenting proposals to ensure full transparency.

## **Explanatory comments regarding classification of experts**

For the purpose of classifying experts assigned to Twinning projects all factors will be considered together; a shortfall on one criterion may be offset by outstanding qualifications on another. In case of divergence of opinion, the Commission has the final say regarding expert classification.

Class 3 (special counsellors) is strictly reserved for individuals with exceptional experience, whose contribution to the Twinning project justifies the high rating and associated costs. In order to qualify a staff member as a Class 3 expert, not only the number of years of experience, but also the other requirements stated above must apply.

### **5.4.3. Practical Points**

When calculating the costs for short and medium term staff inputs, it is important to budget for the appropriate unit number of daily allowances. For example:

2 weeks: if expert A comes to the BC on Sunday and leaves on Saturday, 10 working days in the BC and 13 per diems should be budgeted.

1 week: if expert B comes on Sunday and leaves on Friday, 5 working days and 5 per diems should be budgeted.

1 week: if expert C comes on Sunday and leaves on Saturday, 5 working days and 6 per diems should be budgeted.

The working days invoiced will be equal to the days actually spent on co-operation (excluding travelling time and weekends). The expert fee for a full working day can be invoiced if the expert spends at least seven working hours, excluding any break, on actual co-operation with the beneficiary administration in the beneficiary country. Half the amount of an expert fee for a working day may be charged to the Twinning budget if the expert spends at least four working hours on actual co-operation with the beneficiary administration. This calculation again excludes any breaks such as lunch breaks. The expert fee (related to actual working hours) shall be calculated irrespective of the expert's exact time of arrival or departure in the beneficiary country. The per diems, on the other hand, will correspond to the number of nights spent away from the home base on the basis of the actual arrival and departure dates, adjusted to meet working requirements. If the use of a reduced rate air fare requires an additional overnight stay, the traveller is entitled to the corresponding per diem payment, provided it is not in excess of the saving on the air fare.

#### **5.4.4. Inputs in the MS Home Administration or Mandated Body**

For tasks performed outside the BC for the benefit of the Twinning project by MS civil servants or mandated body experts, the financial contribution to the home administration or mandated body will be the Twinning management costs compensation detailed under section 5.8.

#### **5.4.5. Staff Categories and rates of reimbursement**

##### **Employment status and corresponding rate of reimbursement**

1. As a **rule**, MS experts (RTA and experts undertaking short and medium duration missions) will be **civil servants** (see sections 5.3 and 5.4.1).
2. For RTAs **emanating from a mandated body**, the reimbursement of salary will be based on the person's actual salary plus non-wage labour costs, without any profit margin. For short and medium duration missions, please refer to section 5.4.2 for the respective rates.
3. **Temporary public employees** may exceptionally be hired by MS administrations or mandated bodies, if there are not enough civil servants available to act as experts in Twinning projects. These experts, temporarily recruited by the administration, may only act on its behalf provided they have the necessary experience and are not subject to any conflict of interests. The contract between such experts and the recruiting administration or mandated body must clearly integrate the expert into the contracting organisation, identify the person to whom they report and who is responsible for their backup, thus attributing full responsibility for the quality of their services. The duration of the employment of temporary public employees should as a rule not be limited or should not be identical to the duration of their Twinning involvement. In practical terms, their employment should be pre-existing to the proposal.

If they are contracted by an administration, reimbursement for their remuneration will be the same as for a statutory civil servant of comparable competence and seniority.

If a mandated body contracts them, reimbursement will be based on the rate for a comparable expert from the same body.

4. **Recently retired experts** (less than two years before the start of the project) may be reactivated as temporary public agents, either by administrations or mandated bodies. Like non-statutory civil servants, they must be linked to the body responsible for a Twinning project by a contract.

Reimbursement of the salary of retired experts will be based on the above principles for temporary public employees.

Where national legislation provides for deduction of the pension amount from a public sector salary, the project will only reimburse actual salary expenditure of the contractor.

The above mentioned fees and rates for the different categories of experts are compulsory. Compliance with these fees and rates is essential for the sound financial management of Twinning projects. Any departure endangers equality between the MS administrations engaging in Twinning and/or undermines Twinning as a credible instrument for targeted administrative co-operation.

5. **Member States administrations should avoid at all costs:**

- (a) The use of Mandated bodies involving civil servants in Twinning projects with the sole purpose of attracting the higher mandated bodies fees;
  - (b) The use of Mandated bodies as umbrella organisations to involve private sector experts (including private lawyers or NGO employees) hired for contractual assignments limited to their Twinning involvement, without any structural linkage to the body involved.
6. Twinning offers hands-on, practical expertise, provided by civil service from peer administrations. To preserve this distinctive quality of Twinning it is essential that the experts proposed by the MS administrations are administrative practitioners. **University scholars and professors** even from public universities, researchers or private lawyers do not belong to the administrative services entrusted with legal interpretation of the acquis and must normally be excluded. Therefore, **universities or research institutes** are only to be proposed in very exceptional cases (for instance in highly specialised and technical fields) for ad hoc Twinning mandates and surely not for general mandated body status.



## 5.5. Intangible supplies and provision of services

Such items as development of computer software, provision of documentation, translation of texts, private interpreters and similar fall under this category and should feature in the detailed breakdown of costs (see section 7.6 for private sector inputs; for provision of translation and interpretation refer to sections 4.7 and 5.10).

## 5.6. Travel & Per Diem

### 5.6.1. Travel

- Travel costs are always considered reimbursable costs, estimated in the budget and invoiced at the actually incurred rate.
- The basic rules for travel are: economy class air fare or first class train ticket, whichever is more appropriate and economically advantageous.
- Travel by car is reimbursed according to the basic rules above, except where neither air, nor rail transport is available or appropriate. In that case, it is reimbursed at a rate of EUR 0.25/km when the car used is private and at cost price in other cases. Where several experts jointly make use of a car, the reimbursement will be made only once.
- Whatever the solution chosen (car, plane, train, rented minibus, etc...) the solution must be financially sound and economically advantageous.
- The only exception is the monthly travel ticket allowance paid to RTAs under certain circumstances (see Annex A7 to the Twinning Contract), which is calculated at the beginning of the project and is automatically paid monthly without proof of travel.

For travel by plane the cheapest possible tariff has to be applied. If an overnight stay between a Saturday and Sunday is possible, the use of special economically priced tickets is mandatory. If the use of a reduced rate air fare requires an additional overnight stay, the traveller is entitled to the corresponding daily allowance payment (per diem), provided it is not in excess of the saving on the air fare. Where the use of a special economically priced ticket is not possible, a full economy ticket should be used instead.

Transport to and from the airport is generally considered city transport and thus covered by the per diem allowance. Exception is granted for flight departures before 7.00 and arrivals after 22.00 hours, in which case a taxi fare may be charged separately. Where inter-city travel is required to reach the airport, the rules for travel by train apply.

City and airport transport is considered to be covered by the per diem allowance.

Local travel for the MS experts (RTA and short/medium duration missions) in the BC, but outside the capital, must be specified and budgeted separately. Whenever

possible, the use of public transport is mandatory. If the only practical alternative is the use of a private or rented car, the indemnity as per above should be charged.

Short term experts or RTA travelling by car do so under their own responsibility. Reimbursement of costs is always based on the above rules.

Costs for travel by BC officials from their capitals to a MS or between MS, e.g. in the framework of study visits, may be eligible for funding under ENPI. Under IPA these costs have to be carried by the BC administration. Costs for travel by BC officials **within** a MS are eligible for reimbursement for Twinning projects under both IPA and ENPI.

### 5.6.2. Per Diem

- **Short term experts**

MS experts are entitled to an allowance (per diem) when operating in the BC. It is intended to cover hotel, food and local transportation costs (city and airport transfer). The rates are communicated to National Contact Points in the MS and BC as well as to other stakeholders by Commission Headquarters. The rates are based on the list published by the United Nations and available on the DEVCO - EuropeAid website ([http://ec.europa.eu/europeaid/work/procedures/implementation/per\\_diems/](http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/)), but can be adapted for the purpose of Twinning. They are generally updated twice a year, in January and July and communicated to the National Contact Points by the Commission HQ with a special issue of the e-bulletin *Twinning News*. **Rates can therefore vary over the lifetime of the project, depending on the moment when the mission takes place. The rate to be considered for the whole mission is the one applicable on the first day of that mission (including travel).**

The basis for calculation of the number of per diems is the number of **nights spent away from the home base (no half per diems)**. These rates are maximum indicative rates, lower rates can also be applied.

BC staff travelling to a MS in the framework of a Twinning project is entitled to per diems according to the same rules.

#### **Resident Twinning Advisers**

RTAs receive, throughout the period of their secondment, a subsistence allowance equal to 50% of the per diem rates as indicated above. **The applicable rates are fixed at the date of communication to the MS of the beginning of the signature process of the Twinning Contract and for its entire duration. They are not subject to revision during the lifetime of the project.**

### 5.6.3. Provision for changes in prices

The budget should contain a provision for changes in prices (maximum 2.5% of the total budget) to cover fluctuations in unit rates for reimbursable costs that can arise during the implementation of the Twinning project (travel, per diem rates and variation in actual salary paid to the RTA). See section 7.7.

## 5.7. Training and Seminars

### 5.7.1. Training in the BC

Eligible costs for training activities in the BC are mainly staff inputs by public officials and mandated body experts from MS. The provisions for short and medium term missions govern their expert fees.

The cost of MS experts who are working in the BC capital anyway, regardless of whether a specific seminar takes place or not, should not be entered in the seminar budget.

This would apply, for example, to short-term experts who are carrying out various tasks in the BC, one of which might be to speak at a seminar. He/she is not entitled to additional fees or per diems, in excess of what has already been budgeted, for doing so. Other costs might relate to the provision of:

- training documentation;
- interpretation (see section 5.10);
- transport for on-site visits, etc.;
- infrastructure facilities – in normal circumstances, it is expected that the BC bears the costs of providing a suitable venue/equipment for training in the BC. In exceptional circumstances, where this is impossible, the respective EU programme can provide funding to cover fully justified expenses; a thorough, written justification by the BC Project Leader would be required.

If any part of the training is sub-contracted to the private sector, the MS/administrative office apply the relevant procurement procedures (see section 7.6). If the training takes place in the BC, the BC covers all costs, including transport and per diems for its own staff.

### 5.7.2 Study visits in the MS and Trainee/internships for BC officials in MS Partner Administration

When planning study visits in the MS partner administration, the Twinning partners are urged to take into due account the following principles which may be further detailed by the Contracting Authority:

- Cost effectiveness and sound financial management
- Direct link between the objectives laid down in the PF and the study visits planned
- Direct relevance for the participating BC officials and for the mandatory results of the Twinning project
- Adequate and intensive follow-up of the study visits
- Adequate evaluation by the BC participants and direct involvement of the BC participants in the activities undertaken in the framework of the study visits

Moreover, the MS Twinning partner may propose a limited number of administrative internships in its own administration for certain selected BC officials. Such an initiative may indeed contribute to the further reinforcement of the structural links between the respective administrations involved in the Twinning project.

Costs for travel by BC officials from their capitals to a MS or between MS, e.g. in the framework of study visits, may be eligible for funding under ENPI. Under IPA these costs have to be carried by the BC administration. Costs for travel by BC officials **within** a MS are eligible for reimbursement for Twinning projects under both IPA and ENPI. Per Diem allowances for BC trainees are eligible for funding through the project in all countries. They are intended to cover costs for food, overnight accommodation and local (in-town) transportation. For traineeships of more than 2 months the per diem allowance rate is reduced by 30% as of the 3rd month.

Certain dedicated MS training institutions delivering intensive highly specialised training operate on a fee basis for any trainee; such fees may be charged to the project. If these fees include accommodation or/and meals the per diem paid to the participants will be adapted accordingly.

Costs for MS experts (including transport, per diem, expert fees) accompanying study visits cannot be charged to the project separately, but are deemed to be included in the 'Twinning management costs' compensation as detailed under section 5.8. Small incidental costs may be charged to the budget with a lump sum (**maximum EUR 10 per trainee per day**) and invoiced without supporting evidence.

## 5.8. Twinning Management Costs Compensation

### 5.8.1. General Principle

The breakdown of costs detailed in Annex A3 (Budget) to the Twinning Contract cannot include expert fees or any other fee for work performed outside the BC, no matter what its nature (e.g. preparation or follow-up of mission, accompaniment of study visit, delivery of seminars in MS, co-ordination, logistical management [accounts] overheads and other incidental costs).

In its place, and as a global contribution to the costs arising from the responsibility of preparing and implementing a Twinning project, the fee for short and medium-term expertise of any kind (including the Project Leader) delivered in the BC is increased by a compensation of **150% for Twinning management costs**. This amount is added to expert fees for each activity in the BC. The MS organisation in charge of the Twinning project may dispose of it for any costs arising in the MS in connection with the project and overhead costs.

Since Twinning Contracts are modelled on grant contracts, they are subject to the overall requirement that they may not yield a profit for the implementing MS partner (public administration or mandated body).

### 5.8.2. Recipient

“Twinning management costs compensation” is invariably invoiced by and paid to the MS Project Leader in conjunction with the expert fees for short-term experts working in the BC. MS Project Leaders use and distribute it as they see fit provided the principles of sound financial management are complied with.

Where several MS are involved in a project, the Project Leader may make available the full or a proportion of the “Twinning management costs compensation” to the partner MS providing short term experts and recipient of the funds for their services.

Generally, the lead MS Twinning partner can retain a proportion of the Twinning management costs compensation to cover the additional costs for its leadership. **It is important for the good implementation of the project that the consortium agreement between the lead MS and other MS partners lays down the precise modalities in this respect.** The members of the consortium elaborate this agreement independently without any advice or interference from their BC partners or Commission services.

### 5.8.3. Budget presentation

For every item in the budget concerning expert fees for work performed in the BC, the immediately following item in the same activity is labelled ‘Twinning management costs compensation’ and quantified at 150% of the preceding item. The amount in the budget is indicative and actual payment will be based on the real amount of fees for days actually worked in the BC.

## 5.9. RTA Assistant

The RTA should have a full time project assistant at his/her disposal for the purposes of translation and interpretation on a daily basis and general project duties. In most cases the costs for hiring an assistant have to be included in the project budget.

Only in very exceptional cases should the requirement for an assistant be waived.

Note that project assistants remunerated by the project **cannot** have or recently (past six months) have had any contractual relation with the beneficiary administration.

The recruitment of a suitable project assistant may commence before signature of the Twinning Contract and particulars inserted in the Twinning work plan. A minimum of three candidates must be assessed/ interviewed.

BC might want to consider ‘seconding’ the project assistant from their own administration rather than recruiting a new one. In that case, salary costs will not be covered by the Twinning Contract. The advantage of this solution is to have a project assistant with ‘in house’ knowledge rather than an outsider.

**In case of outside recruitment** of the RTA assistant, it shall take place under the format of a service contract. The award and conclusion of this service contract would in general be governed by the provisions of private sector input. These provisions are explained in Annex A4 to each Twinning Contract "*Contract Award Procedures*".

In line with these provisions the contract with the RTA assistant will be prepared and entered into either by the MS Project Leader or by the CA.

**If the service contract for the RTA assistant is entered into by the MS project Leader**, he/she will comply with the contract award procedures detailed in the public procurement legislation of his/her Member State, provided it is compliant with the relevant European legislation.

**If the service contract for the RTA assistant is entered into by the AO**, the AO will apply the provisions of the Practical Guide as explained in Annex A4 to each Twinning Contract. Depending about the budgetary amounts required for the contracting of the RTA assistant (most likely to be less than EUR 200 000) these service contracts are awarded by means of a negotiated procedure without publication, in which the AO consults at least three service providers of its choice and negotiates the terms of the Contract with one.

Whatever the procedure followed (service contract by MS project Leader or by AO) the RTA will have the decisive say into the choice of his/her assistant. This decisive input by the RTA is crucial and cannot be discarded.

The classification list possibly prepared in the framework of a selection procedure cannot be used if, at a later moment, the RTA Assistant needs to be replaced. In such case a full new selection procedure must be launched.

## 5.10. Translation and Interpretation

While it is presumed that the BC bears all its other own costs incurred in connection with the Twinning project, an exception can be made for costs for translation and interpretation. Costs for these services should be budgeted in relation to each activity for which they are required.

Translation costs must be charged at the BC rate. Interpretation costs may be charged at the rate corresponding to the place of the event. For events scheduled to take place in the MS, it may be more advantageous to hire BC staff (even after taking into account travel and per diem costs). Project partners are strongly

encouraged to seek value for money. The CA in the BC can indicate the local price range for both translation and interpretation.

As regarding translation, if its volume is considerable, the option of hiring a translator can be envisaged for reasons of cost-effectiveness (see section 4.7.2).

## 5.11. Equipment

### **Large Scale Equipment**

Reference to equipment necessary for the implementation of the Twinning project must be mentioned in the Twinning work plan. However, it will not be financed by the Twinning budget but may possibly be financed through EC funded supply contracts.

It is the BC responsibility to secure financing from a source of its choice. Procurement rules for such equipment will follow the rules of the relevant donor.

If applicable, the BC procurement procedures must, however, be reliable enough to ensure that the equipment is available when needed so as to not jeopardise the implementation of the Twinning project.

### **Office Equipment and supplies**

From the day of the RTA arrival, the BC Twinning partner is entirely responsible for providing all office equipment to ensure effective working conditions for the project and, in particular, the RTA.

The budget of Twinning projects cannot fund desktops, laptops, mobile phones, faxes, scanners, CD-burners, etc.

In very exceptional cases and subject to due written justification, small items of essential supplies (e.g. small laboratory testing consumables or equipment) for a total cost of not more than EUR 5 000 may be procured to ensure that the implementation of the project can proceed smoothly. The Contracting Authority/AO will assess the proposed expenditure restrictively, in light of its knowledge of the BC possibilities and on a case by case basis.

Any equipment purchased with project funds will become the property of the BC at the end of the project. Purchases must be transparent and open to the purchase of goods of eligible origin under the respective EU programme.

## 5.12. Private Sector Sub-Contractors

Where a MS is otherwise unable to carry out an activity necessary to the implementation of the Twinning project and provides adequate certification to that effect, the Twinning Contract and Twinning work plan may provide for that

activity to be subcontracted to the private sector. This might apply, for example, to software design, where private sector specialist input could be vital to the project's success. MS are not allowed to subcontract key activities of the project, which are the prerogative of the public sector actors of the MS selected.

All services that are to be contracted by the AO or by the MS partners (as specified under section 7.6) should be detailed in the project budget, with an annotation making clear by which authorities they will be contracted.

Private sector experts included in Twinning contracts under the above circumstances should be budgeted based on their fees (invoices) and are not eligible for "Twinning management cost" compensation in the budget.

- The Project Leaders of the Twinning project must comply with the procedures set out in section 7.6. concerning the selection of sub-contractors and, in particular, competitive tendering. Annex A4 to each Twinning Contract sets out the applicable procedures.
- The MS Project Leader must ensure that all supporting documents for invoices are kept for audit purposes.

### 5.13. Twinning Costs not covered by the EU

1. **All Twinning projects will be co-financed by the BC.** The direct and indirect cost of the BC administration, civil servants and national private experts working for the project is borne by that BC.
2. ***For Twinning projects under IPA, costs of travel by BC officials from their capitals to a MS or between MS (e.g. in the framework of study visits) are not eligible. In other Twinning projects such costs may be eligible<sup>4</sup>.***
3. Costs for large-scale equipment that is mentioned as a necessary element for the success of the project cannot be covered by the Twinning Contract budget (see section 5.11). The BC further provides the experts sent by the MS with the requisite facilities for professional use free of charge, which are thus not eligible for funding by the respective EU programme:
  - adequately equipped office space,
  - telephone,
  - email services,
  - fax,
  - photocopiers,
  - computer,
  - internet access,

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<sup>4</sup> For Twinning projects under IPA costs of travel by BC officials **within** a MS are on the other hand eligible for reimbursement.



- secretarial support,
  - venues for conferences, training and workshops.
  - access to information.
4. Costs for indirect taxes (VAT) cannot be covered by EU funds unless the MS Twinning Partner cannot otherwise reclaim it and the applicable regulation authorises such coverage. See article 14.6 of the General Conditions (Annex A2 to the Twinning contract). For VAT on expenses in the BC, some beneficiary countries have a mechanism in place with the local Ministry of Finance to address the issue. MS Twinning partners are advised to make careful enquiries before engaging in any purchases, which are likely to involve VAT costs or any other taxes.
  5. Expert Fees or any other expenses for MS input performed outside the BC since such costs are deemed to be covered by the Twinning management compensation.

EU funds will not be used to fund BC running costs. For the sake of long-term sustainability and in order to ensure that systems are established which are commensurate with BC future funding capacity, BCs are expected to commit their own resources to Twinning projects. See also Section 9.2 on Sustainability

## **PART C**

# **IMPLEMENTATION OF TWINNING PROJECTS**

## **Section 6: Management of Twinning Projects**

### **6.1. Timing and deadlines**

It is estimated that the entire process from request for proposals from MS to the start of project implementation would last 7- 8 months in total.

The RTA will be expected to be in place within one month following notification of signature of the Twinning Contract.

### **6.2. Management by the Project Leaders**

The signatories of a Twinning Contract will manage both the finances and the logistics required for its organisation and implementation.

MS activities are therefore organised and implemented by the Project Leader. Similarly, BC activities will be organised and implemented by the Project Leader from the BC. The Project Leaders will have to work together closely to co-ordinate their activities.

In practical terms, the RTA is likely to play an important role in assisting the Project Leaders in the co-ordination and management of the project.

The Twinning management costs compensation for work performed outside the BC is at the disposal of the MS Project Leader to be deployed for any expenses arising from the implementation of the project and not charged separately in the budget: expert fees for any work performed outside the BC, preparatory and reporting work on substance, accompaniment of traineeships or study visits, delivery of training in a MS, logistical and financial management, co-ordination between MS partners, etc.

These tasks and responsibilities require strong project management capacity and a minimum of financial and legal autonomy. Each MS is free to choose the most appropriate co-operation architecture according to the structure of its national administration.

It must be underlined that the functions of the Project Leader, who ensures overall co-ordination and political steering, are to be distinguished from project management (accounting, bookkeeping). The costs that arise from making available the required management capacity in the MS administration can only be covered by the Twinning management costs (see section 4.6).

### **6.3. Monitoring**

The sole reason and justification for Twinning is the achievement of the mandatory results. In the case of ambitious, large-scale and lengthy projects, there is a real danger that this purpose may become obscured as time goes by, and that the rest of

the exercise will achieve only piecemeal and limited advances in a few areas. Close monitoring of projects will therefore be needed in order to identify and rectify any problems that may arise.

Following the receipt by the EU Delegation/CFCE/AO of the **2nd interim quarterly report** (see section 6.4), a review will **systematically** be undertaken. The review will be conducted by

- in IPA BC under centralised management, by the EU Delegation;
- in IPA BC under decentralised management with ex ante control, by the EU Delegation and the CFCE;
- in IPA BC under decentralised management without ex ante control and in ENPI BC, by the AO in coordination with the EU Delegation as appropriate.

The review will be conducted in consultation with the partners and it should also be discussed during the quarterly meetings of the Project Steering Committee, established for each Twinning project. The Committee is composed of the Project Leaders (MS, lead and junior and BA), the RTAs and representatives of the Administrative Office and of the EU Delegation. Any observer to the SC should be approved by the CA. They will meet to discuss the progress of the project, verify the achievement of the outputs and mandatory results and discuss actions to be undertaken in the following quarter. The Project Steering Committee will also discuss the draft of the quarterly report submitted to it beforehand and will recommend corrections.

In general, the review may lead to reorientation of the project or, in extreme cases, withdrawal of financing, i.e. termination of the project. Where the Twinning Contract is linked to other contracts (e.g. TA or supply) as part of a larger project, it is highly recommended that the Project Steering Committee covers the project as a whole and also discusses the other components to ensure good coordination.

Additional monitoring will take place in the framework of regular operational co-ordination meetings between

- the BC, the MS and the EU Delegation/CFCE (IPA under centralised management /decentralised management with ex ante control);
- the BC, the MS and the AO in coordination with the EU Delegation as appropriate (IPA under decentralised management without ex-ante control and ENPI).

For this purpose monthly meetings between the EU Delegation/CFCE/AO, BC Ministries concerned with Twinning projects and RTAs should be held.

- The MS Project Leader will be required to submit formal reports; the BC Project Leader should be fully involved in this process and will be required to co-sign such reports. (see section 6.4)
- The proper implementation of Twinning projects may be assessed by monitoring bodies set up by the respective EU programme, in order to review results and achievements of the project against those set out in the work plan.

## 6.4. Project Reporting Requirements

### 6.4.1. Reporting requirements

Proper project reporting is essential to ensure effective follow-up of implementation, to properly evaluate the results and to ensure high quality for the project itself and future ones. Project reports should focus on the Twinning project but also place the contract in the context of related activities within the same project and/or sector. Twinning reports should be a basis for inputs to sectoral or programme level monitoring reports, in particular highlighting issues that cannot be solved at the level of the Twinning project.

The MS Project Leader must draw up **Interim Quarterly Reports** and a **Final Report and he/she will be responsible for submitting them to the concerned authority**. The BC Project Leader will be fully involved in this process and should be given adequate time to put forward comments. He/she must also co-sign each report before it is submitted.

**These reports shall consist of a content section and a financial section.** Reports will be drafted by the MS Project Leader and will be first submitted to the counterpart BC Project Leader for comments (if any) and co-signature prior to formal submission to the designated authority (see below). These reports will reflect not only the Project Leader's own opinion on the progress of the Twinning project, but should also be based on and reflect the information contained in the reports provided to him/her by the RTA, the BC and other sources (i.e. short term experts, organisation of training and seminars, etc.). It is vital that the BC is fully involved in the preparation of each report, in order to ensure a comprehensive insight into project progress.

The reports should be submitted to:

<i>Reports to be submitted to:</i>	<i>IPA centralised / decentralised with ex ante control</i>	<i>IPA decentralised without ex-ante control</i>	<i>ENPI (Centralised)</i>	<i>ENPI (Decentralised)</i>
<i>EU Delegation</i>	<b>X</b>	<i>Copy</i>	<b>X</b>	<i>Copy</i>
<i>Administrative Office</i>	<b>X</b> <i>(CFCE)</i>	<b>X</b>	<i>Copy</i>	<b>X</b>

Reports must contain, as a minimum, the information detailed below. Reports must be discussed in the Quarterly Steering Committees. The Steering Committees will be called by the CA in agreement with the RTA. Reports must also be submitted on time as specified below. If minimum reporting requirements are not met, the designated authority as described above, reserves the right to review or suspend funding of a Twinning project (prior approval of this decision by the Commission is needed in all cases). Absence of feedback within 45 days of presentation of reports is considered to signify tacit approval.

**Templates are provided in Annex C4 to this Manual.**

#### 6.4.2. Interim Quarterly Reports

Throughout the entire Twinning project, **at three-monthly intervals** starting with the date of notification of signature/endorsement, the Project Leaders will prepare **interim quarterly reports**. The first interim quarterly report will most often refer to less than three months' of the actual project implementation, since the arrival of the RTA in the BC and the beginning of the work schedule rarely coincide with the date of notification.

Interim quarterly reports will be due during the month following the quarter under consideration. The first interim quarterly report will be due in the fourth month after the date on which partners are notified of endorsement/signature of the Twinning Contract.

The interim quarterly reports will be presented and discussed in the Steering Committees and must:

1. Describe progress achieved in the implementation of the Twinning project during the period under consideration, making direct reference to the timetables and benchmarks as set out in the Twinning Work Plan and highlighting any previously unforeseen activities or activities that have been cancelled.
2. Update on the general environment for project implementation.
3. Update on the assumption and risks for project implementation.
4. Make an overall evaluation of the progress achieved, including an explicit judgement on the likelihood of fully completing the project within the remaining time scale and budget. Specific reference should be made to the progress made towards the mandatory results and project purpose as outlined in the project fiche with measurement based on indicators set in the contract. The progress towards achieving target values of these indicators should be measured as well as the adequacy of the indicators.
5. Provide recommendations.

**The financial part of the interim reports, must document the actual expenditure in relation to budgeted expenditure.** A list detailing each item of expenditure incurred in the period covered by the reports, and indicating for each its title, amount, relevant heading in the Budget of the Action and the reference of the justifying document, is annexed to them.

#### 6.4.3. Final Report

The MS and BC Project Leaders will jointly prepare, co-sign and submit to the designated authority a final report.

The final report shall be forwarded no later than three months after the implementation period of the Action (work plan) as defined in article 2 of the Special Conditions of the Twinning Contract. This means that the final report, the request for final payment, and expenditure verification report have to be submitted at the latest during the final month before the end of the legal duration of the Twinning contract.

It will include:

- Executive summary of the Twinning project;
- Background information: Description of the original situation in the relevant area of the BC administration before the project, indicating the gaps that the project was to address. Listing of objectives, purpose and mandatory results of the project.
- Implementation process: developments outside the project and project developments, any significant difficulties encountered;
- Achievement of mandatory results based on measurable indicators and the set target values: If these have not been achieved, a detailed explanation must be given on the underlying reasons. An action plan to complete the project must be submitted;
- Analysis of the long-term impact of the project, its sustainable results and identification of potential relevant follow-up actions, if applicable;
- Information on the steps taken to ensure the visibility of EU financing;
- Conclusions, recommendations to ensure sustainability of project results, including lessons to be learned for future Twinning projects.
- Proof of transfers of ownership (if applicable) and a final statement of all eligible costs of the Twinning project, plus a full summary statement of the Twinning project's income and expenditure and payments received.

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 Contract (see section 7.3).

If the MS fails to supply the Contracting Authority with a final report by the final report deadline as here above specified and fails to furnish an acceptable and sufficient written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may terminate the Twinning Contract in accordance with section 6.7.2 of this Manual and article 12.2a of the General Conditions (see Annex A2 of the Twinning Contract) and recover the not substantiated amounts already paid.

## 6.5. Evaluation/Monitoring of the Action

The Commission will, at regular intervals, contract independent experts for evaluating Twinning projects, according to themes or countries or technical aspects of the instrument.

Article 8 of the General Conditions of the Twinning Contract applies.

## 6.6. Changes to a Twinning Contract

The work plan of a Twinning project needs to be prepared and agreed with sufficient detail before the starting of the Twinning project, in order 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 certain degree of flexibility is therefore necessary. Although **there should be no change to the mandatory results defined in the work plan, the means of achieving these may be adapted to circumstances.**

**Twining contract modifications cannot apply retroactively.**

It is hereby reminded that the breakdown of costs in a Twinning budget (Annex A3) follows the logic of the work plan (Annex A1) (RTA, delivery of a seminar, expert mission on a particular topic, elaboration of training material, etc.). In other terms, the budget must follow an activity based budget format and under normal circumstances any change in the work plan will entail a corresponding change in the budget.

The following section therefore firstly details (1) the requirements for all changes to a Twinning Contract and thereafter (2) the more specific rules regarding budgetary changes.

### (1) Changes in General

Two procedures shall apply:

#### A. Addenda

Substantial changes to the Twinning Contract are to be formalised in a formal written addendum to the contract, signed by both MS administration and BC administration and requiring prior approval by the AO (when appropriate) or the EU Delegation (Twining under IPA before conferral of management power without ex ante control and Twining under ENPI, in a centralised management framework).

The following changes to a Twinning Contract thus require a formal addendum:

- **Under IPA:** the EU Acquis related to the project / **Under ENPI:** the relevant field of co-operation with the EU and the EU Acquis related to the project. (Article 2 of the Work plan)
- Mandatory results (Article 3 of the Work plan)
- MS administration involved in the Twinning project as mentioned in Article 5 of the Twinning Contract
- The period of execution (Article 2 of the Twinning Contract)



- Definition of the mandatory results and the benchmarks to be achieved (Articles 3 and 4 of the Work plan). (Please note that for changes concerning the means used for implementation, the time schedule and dates, and the identity of non-key MS short term experts an addendum is not needed).
- Identity of the Lead MS and BC Project Leaders and of the RTA.
- \*Major reallocations beyond 15% of the total Twinning Budget (see below).

*Under IPA, the binding opinion of the Steering Committee at Headquarters shall be requested on the above mentioned proposed changes except for the change of the BC Project Leader or for the budgetary reallocations beyond 15 %..*

An addendum is not required when the implementation and/or the funding of the Twinning Contract is suspended or resumed, or when the Twinning Contract is terminated<sup>\*\*</sup>. The decisions to suspend and resume the implementation and/or the funding of the Twinning Contract, or to terminate the Twinning Contract must be communicated to the concerned parties as listed in Article 5 of the Special Conditions (Annex A).

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 Contract to the new implementing conditions<sup>††</sup>.

*Under IPA, the decision to suspend or terminate the Twinning Contract requires that the EU Delegation (in case of centralised management or after conferral of management power with ex-ante control) or the Administrative Office (after conferral of management power without ex-ante control) must request a binding opinion from Commission Headquarters (Steering Committee).*

*Under ENPI, when the Contracting Authority is not the European Commission, the decision to suspend or terminate the Twinning Contract requires the prior approval of the EU Delegation.*

## **B. Side letters**

If the changes sought do not concern one of the points listed under A above, side letters suffice where there are:

- Changes which do not affect the basic purpose of the project as explained above;
- \*Reallocations below 15% of the total Twinning budget

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\* The overall budget for a Twinning project cannot be increased.

\*\* These matters are ruled by Article 7.2.4 of the Special Conditions (Annex A of the Twinning Contract) and by Articles 11 and 12 of the General Conditions (Annex A2 of the Twinning Contract).

†† Article 11.4 of the General Conditions (Annex A2 of the Twinning Contract).

The two Project Leaders (MS and BC) can autonomously and jointly decide on a side letter, provided the principles under 6.6.1 as well as the Twinning rules are respected. They formalise the change in the form of a side letter to the Twinning Contract, which lays down the changes. MS PL can 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.

<i>Side Letters (Administrative Orders) to be notified to:</i>	<i>IPA centralised</i>	<i>IPA decentralise d with ex ante control</i>	<i>IPA decentralise d without ex-ante control</i>	<i>ENPI (Centralised)</i>	<i>ENPI (Decentralised)</i>
<i>EU DELEGATION</i>	<b>X</b>	<b>X</b>		<b>X</b>	<i>Copy</i>
<i>ADMINISTRATIVE OFFICE</i>		<b>X</b> <i>CFCE</i>	<b>X</b>	<i>Copy</i>	<b>X</b>

The Twinning Contract is considered to have been changed on the date of the notification. **Changes must be notified before their implementation, even if it is only the day before.** A side letter (administrative order), is not an addendum in legal terms. **Costs for changes notified after their implementation cannot be reimbursed.**

Minor changes such as changes of address, changes of bank account and changes of auditor may simply be notified and signed by the two Project Leaders (MS and BC), although this shall not affect the Contracting Authority's right to question the signatory Member State's choice of bank account or auditor.

*Under IPA, constitute side letters also the documents providing full details of activities and their corresponding budgeted costs ('operative side letters' see sections 3.8, 4.1.1 and 5.1.1.1 and Annex C15). Considering their relevance for the implementation of the project, they must be signed by the two Project Leaders, without the possibility of delegating the RTA. The initial operative side letter is signed and endorsed at the same time as the contract. For the subsequent operative side letters a duly signed copy shall be notified by a secure means of communication to the pertinent institution as for all other side letters (see table above). They can be implemented as of the sixth working day following the date of dispatch, unless the institution in receipt has comments or reservations. In case changes are required, the amended version, signed by the two Project Leaders, shall be notified again; the same terms and conditions of the original notification apply.*

## **(2) Changes with budgetary impact**

**The following principles apply to all budgetary changes whatever their impact:**

- The overall budget for a Twinning project cannot be increased, and so an activity must be reduced or cancelled first in order to finance a new one.

- The unit costs (fees, daily allowances, etc.) must respect the rates set in this manual; each Twinning project must include a full-time Resident Twinning Adviser, resident in the BC for a minimum of 12 consecutive months; transfers of budgetary resources may not jeopardise this requirement.
- Introduction of a new activity must be justified by showing that it will be of real use in achieving the mandatory results targeted by the Twinning Contract; the mere availability of funds (following savings under or cancellation of activities originally foreseen) is not sufficient to justify the financing of new activities or to argue for an extension of the legal duration.
- Twinning Contracts can only be modified within the life time of the Contract. Modifications cannot be done retroactively. The funds must be officially reallocated before the new activity can be implemented. Activities implemented before being officially entered into the budget will not be financed.

**Specific budgetary changes through addenda:**

Budgetary changes are summed up after each side letter. Once the total amount of modifications reaches 15% of the total budget, any further modification (independent of its size) to the Twinning budget should be done via an addendum to the Twinning Contract, including full approval of all the signatories of the initial Twinning contract and approval by AO (ENPI decentralised management and IPA after conferral of management power without ex ante control) or by Commission (ENPI and IPA under centralised management and IPA under decentralised management with ex ante control). After such an addendum, budgetary changes can again be introduced through side letters, until the total amount of the further modifications reaches 15% of the total budget.

**Specific budgetary changes through Side letters:**

- As long as the budgetary reallocations of appropriations remain under 15% of the total budget of the Twinning project, the changes can be introduced through side letters. This means all budgetary changes are summed until the threshold of 15% of the total Twinning budget is reached. The following budget modification requires an addendum, after which side letters can again be issued for re-allocations up to 15% of the total budget.

*Under IPA, operative side letters should not in principle reallocate appropriations, but simply detail them. If the need arises to introduce changes having a budgetary impact, the matter should be dealt with separately, through a standard side letter or an addendum, as appropriate.*

Region	Signatures of the Addendum	Addendum to be submitted to:	Who decides what?	Approval of the addendum
<b>IPA centralised</b>	The addendum is drafted and signed by the signatories of the Twinning Contract: the signatories of the Twinning Contract can delegate authority to the Project Leaders to sign any addenda on their behalf. Please note: MS PL can delegate RTA to sign side letters on his/her behalf, but not Addenda, nor operative side letters	The Addendum is submitted to the <b>EU Delegation</b>	The EU Delegation is entitled to agree or refuse endorsement of addenda on behalf of the Commission. It must request a binding opinion from Commission Headquarters (Steering Committee) before agreeing addenda concerning: Changing the mandatory results targeted by the Twinning Contract, replacing the MS administration or mandated body initially responsible for the Twinning Contract, removing or adding partner MS, replacing the lead MS Project Leader, replacing an RTA., changing legal duration. Addenda drawn up to effect budgetary changes once the 15% budgetary threshold is reached, are approved or refused by the EU Delegation without referral to the Steering Committee at Headquarters.	Following a positive opinion from the Commission Headquarters (Steering Committee), the EU Delegation endorses the Addendum and notifies it to the parties. Addenda are drawn up in three copies: one for each administrative partner and one for the Commission. <b>The addendum is considered as valid on the date of this notification.</b>
<b>IPA decentralised with ex ante control</b>	The addendum is drafted and signed by the signatories of the Twinning Contract: the signatories of the Twinning Contract can delegate authority to the Project Leaders to sign any addenda on their behalf. Please note: MS PL can delegate RTA to sign side letters on his/her behalf, but not Addenda, nor operative side letters	The Addendum is submitted to the EU Delegation and the CFCE	The EU Delegation is entitled to agree or refuse endorsement of addenda on behalf of the Commission. It must request a binding opinion from Commission Headquarters (Steering Committee) before agreeing addenda concerning: Changing the mandatory results targeted by the Twinning Contract, replacing the MS administration or mandated body initially responsible for the Twinning Contract, removing or adding partner MS, replacing the MS Project Leader, replacing an RTA., changing legal duration. Addenda drawn up to effect budgetary changes once the 15% budgetary threshold is reached, are approved or refused by the EU Delegation without referral to the Steering Committee at Headquarters.	Following a positive opinion from the Commission Headquarters (Steering Committee), the EU Delegation requests the written approval of the Addendum by the CFCE and then notifies it to the parties. Addenda are drawn up in four copies: one for each administrative partner, one for the Commission and one for the CFCE. <b>The addendum is considered as valid on the date of this notification.</b>
<b>IPA decentralised without ex ante control</b>	<b>The addendum is drafted and signed by the signatories of the Twinning Contract:</b> the signatories of the Twinning Contract can delegate authority to the Project Leaders to sign any addenda on their behalf. MS PL can delegate RTA to sign side letters on his/her behalf, except operative side letters	The Addendum is submitted to the <b>Administrative Office</b>	The <b>Administrative Office</b> is entitled to agree or refuse endorsement of addenda. It must request the binding opinion of the Commission Headquarters (Steering Committee) before agreeing addenda concerning: Changing the mandatory results targeted by the Twinning Contract, replacing the MS administration or mandated body initially responsible for the Twinning Contract, removing or adding partner MS, replacing the MS Project Leader, replacing an RTA, changing legal duration.  Addenda drawn up to effect budgetary changes once the 15% budgetary threshold is reached, are approved or refused by the AO, without referral to the Steering Committee at Commission Headquarters.	<b>The Administrative Office</b> sends to both Project Leaders the text of their request bearing the signed acceptance of the Administrative Office. <b>The addendum is considered as valid on the date of this notification</b>
<b>ENPI</b>	<b>The addendum is drafted and signed by the signatories of the Twinning Contract</b> the signatories of the Twinning Contract can delegate authority to the Project Leaders to sign any addenda on their behalf. MS PL can delegate RTA to sign side letters on his/her behalf	The Addendum is submitted for approval to the Contracting Authority with a copy to the EU Delegation (decentralized) or to the AO (centralized).	The Contracting Authority is entitled to agree or refuse signature of the addendum. The Commission is entitled to agree or refuse endorsement of the addendum.	Once the addendum is signed (ENPI in centralised management) or endorsed (ENPI in decentralised management), the Contracting Authority notifies both Project Leaders with the text of their addendum bearing the signed acceptance of the AO or the Commission. Addenda are drawn up in four copies: One for each administrative partner, one for the AO and one for the Commission. Commission Headquarters will always be sent a copy of the addendum. The addendum is considered valid on the date of this notification.

## 6.7. Termination

### 6.7.1. Termination of RTA secondment

If the RTA does not comply with the obligations laid down in section 2.2 of the present manual, or for any duly substantiated reason, the BC and the MS may by mutual accord terminate a long-term secondment at any time. The termination of a secondment, whether or not there is a substitute for the RTA in question, may give rise to a review of the EU funding for the entire or a part of the Twinning Contract (which would require therefore an addendum to the Twinning Contract).

If an RTA is not fulfilling his/her obligations according to section 2.2 of the present manual to satisfaction, or for any other duly substantiated reason, the Commission and/or the administrative office may, at their own initiative or at the initiative of the BC or the MS alone, propose a review of the funding of the Twinning Contract. In such cases the Commission and/or the administrative office propose to the signatories a review of the Twinning Contract as a condition for the continuation of all or part of its funding.

In all other cases, the RTA secondment terminates at the end of the implementation period of the project.

### 6.7.2. Termination of the Twinning project

Article 12 of the General Conditions (Annex A2) of the Twinning Contract applies.

Either party (BC or MS) may terminate the Twinning Contract at any time by giving three months notice in writing to the other party (as specified in article 7.2 of the Special Conditions), after having informed the Commission and the AO thereof. Failure of a party to fulfil any of its obligations under the Twinning Contract entitles the other party to terminate the Twinning Contract stating the grounds.

If such a failure occurs, or for any other duly substantiated external reason, the Commission (IPA before conferral of management power without ex ante control and ENPI centralised) or the AO after agreement with the Commission (IPA after conferral of management power without ex ante control, ENPI decentralised) may also halt funding of the project by giving three months' notice in writing to the BC and the lead MS.

Should the Twinning Contract be terminated for any reason, no payments shall be due to the MS except for costs actually incurred or irrevocably committed (including staff contract obligations) up to and including the date of termination.

## Section 7: Financial Management and Control

### 7.1. General Principles

- All eligible costs incurred by the MS partner and its staff (salary for the RTA, allowances and reimbursement of costs to the RTA) and all other project costs detailed in the breakdown of costs are reimbursed to the lead MS under the relevant EU Programme.
- The RTA is responsible for the day-to-day financial management of his personal allowances and record of expenditure. However, he/she should report at least quarterly on his/her financial situation to the Project Leader. The Project Leader should integrate the RTA report into the project financial statement sent quarterly to the Contracting Authority. The Project Leader should establish from the beginning the format of the report and instruct the RTA accordingly, so that reports are delivered in a form compatible with the project financial statement.
- For private sector inputs the appropriate contracting authority will make the payments. If the contracting authority is the MS body responsible for the implementation of the project (subject to an overall ceiling of EUR 5 000 for equipment and a ceiling of EUR 10 000 per item for services), reimbursement will be made in the framework of the overall settlement of accounts. Parties may agree to assign all private sector contracting above that threshold to the AO, subject to prior approval of the respective EU Delegation, where applicable.
- All payments are subject to presentation of requests for payment.
- Requests for payment must bear the original signature of the MS Project Leader.
- Payments funded by EU programmes are made in Euro. Costs incurred in other currencies must be converted at the rate published by the Directorate General of the European Commission for Budget, at InforEuro <http://ec.europa.eu/budget/inforeuro/index.cfm>, **for the month in which the expenditure is incurred.** There will be no compensation for exchange rate fluctuations, which may arise between the date when the costs were incurred and their payment by the payment agent. The payment agent covers the costs of its own banking charges and the recipient bears the costs of its respective banking charges.
- Unless otherwise provided, payments shall be made within 45 days of receipt of the request for payment. Payment may be deferred, if the services covered by the payment are contested. The 45-day payment period does not include any delays occurring as a result of banking procedures.

- **The payment agent for Twinning projects for each respective EU programme is:**

<b>PROGRAMME</b>	<b>PAYMENTS</b>
<b>IPA</b>	⇐ <b>CENTRALISED:</b> EU DELEGATION ⇐ <b>DECENTRALISED WITH EX ANTE CONTROL:</b> CENTRAL CONTRACTING AND FINANCE ENTITY ⇐ <b>DECENTRALISED WITHOUT EX-ANTE CONTROL:</b> ADMINISTRATIVE OFFICE
<b>ENPI</b>	⇐ <b>DECENTRALISED WITH EX-ANTE CONTROL OF THE DELEGATION:</b> SUPERVISORY MINISTRY OR DELEGATION ⇐ <b>CENTRALISED/ DEVOLVED:</b> EU DELEGATION

## 7.2. Payment Procedure

Article 15 of the General Conditions (Annex A2) of the Twinning Contract applies.

The Payment Agency will make payments to the MS in the following manner:

**A pre-financing of 80%** of the budget of the Twinning Contract corresponding to first 12 months of the execution period mentioned in article 2 of the Special Conditions as financed by EU funds, within 45 days of receipt of the Twinning Contract signed by both parties.

The budget (excluding private sector services if contracted by the Contracting Authority) will be divided by the number of months of the Twinning project, and then multiplied by twelve. The amount thus obtained will be reduced to 80%. For example, a project with a budget of EUR 445 000 for a period of nineteen months can request a pre-financing of  $445\,000 \times 12/19 \times 80\% = \text{EUR } 224\,842$ .

- **Further pre-financing (2<sup>nd</sup>, 3<sup>rd</sup>, etc. pre-financing):** Every three months from the date of notification of endorsement/signature, the MS Project Leader submits to the Payment Agency an interim quarterly report with a financial section detailing all budgeted costs incurred during the past three months (see section 6.4). If the MS Twinning partner can demonstrate that more than 70% of the cumulated pre-financing has been consumed, a subsequent pre-financing payment equivalent to the amount mentioned in article 4 of the Special Conditions may be requested, using the model attached as Annex A5 to the Twinning Contract. Payment should take place within 45 days of receipt of the request further to the endorsement by the Beneficiary of services rendered.

**Prior to final payment/settlement, the accumulated payment of the initial pre-financing and the successive pre-financing payments may not exceed 90% of the total budget of the Twinning Contract.**

- **Final payment:** Upon completion of the Twinning project, and subject to approval of the final project report demonstrating that the mandatory results have been achieved, the MS Twinning partner may submit its request for final payment,

together with the final global financial report accompanied by the expenditure verification report.

- The balance between all pre-financing payments and the maximum total Twinning budget mentioned in the Special Conditions will be paid within 45 days of the Contracting Authority recording a request for final payment, conforming to the model attached as Annex A5 to the Twinning Contract and accompanied by the final report, subject to approval of that report in accordance with section 6.4. of this manual and article 15 of the General Conditions.

If the project duration is 12 months or less, the payments will be done in two operations: a pre-financing and a final payment.

### 7.3. The expenditure verification report

The final financial report must be accompanied by an expenditure verification report from a recognised, independent auditor. The auditor must certify that all transactions invoiced by the MS Twinning partner were duly justified in accordance with the established rules and arose solely as a result of the Twinning Contract. Veracity as well as eligibility of the transactions must be audited.

The expenditure verification report can be provided by a national institution for independent external auditing for instance by the Court of Auditors.

The expenditure verification report shall be forwarded no later than three months after the duration of the work plan. This means that the expenditure verification report has to be submitted at the latest during the final month before the end of the legal duration.

If the MS implementing organisation cannot provide an expenditure verification report in support of the request for final payment, an expenditure verification report valid under the law of the MS shall be commissioned and its costs included in the actual costs invoiced and mentioned in the budget.

The expenditure verification report dispenses MS implementing bodies from submitting original documentary evidence to the contracting authority when requesting payment. In case the contracting authority or the Commission decides nevertheless to conduct a random check of payments and accounts of a Twinning project, original documentary evidence shall be made available.

A template of the expenditure verification report is provided in Annex A6 to the Twinning Contract. The provisions for expenditure verification report as stated under Article 15.6 of the General conditions apply.



## 7.4. Services Rendered and Documentation in Support of Requests for Payment

### 7.4.1. Endorsement by the Beneficiary of Services Rendered

On the basis of detailed supporting documents in accordance with the breakdown of costs as detailed in the budget (Annex A3 to the Twinning Contract and operative side letters under IPA), the MS Project Leader is responsible for soliciting an endorsement of services rendered, corresponding to the period invoiced, from the beneficiary. For the sake of expediency, the RTA may request this endorsement.

The beneficiary administration will provide the ‘certified correct’ visa based on the quarterly project reports, whereas in the case of decentralised management the CFCE/AO will provide the ‘pass for payment’ visa after verification that all costs invoiced are eligible and supported by an expenditure verification report or, documentary evidence in case of a random check.

Under ENPI, the beneficiary administration will provide the ‘certified correct’ visa based on the quarterly project reports, whereas the AO (decentralised) or the EU Delegation (centralised) will provide the ‘pass for payment’ visa after verification that all costs invoiced are eligible and supported by an expenditure verification report or, documentary evidence in case of a random check.

### 7.4.2. Documentation in Support of Requests for Payment

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

Such records must be kept by the BC and the MS for a 7-year period after the last payment made under the Twinning Contract. These documents comprise any documentation concerning income and expenditure, as well as any inventory, necessary for the checking of supporting documents, in particular mission certificates (see Annex C10), transport tickets, pay slips for experts and other invoices. Failure to maintain such records constitutes a breach of obligations and will result in the termination of EU funding or request for refund of part or all funds to the Commission.

Without prejudice to the rights and obligations of the Court of Auditors (CoA), the European Anti-Fraud Office (OLAF), the other Commission services, representatives of the administrative office or other authorised institutions of the BC shall be permitted to inspect or audit, at any reasonable time, the records and accounts relating to the implementation of the Twinning Contract and to make copies thereof both during and after its implementation.

In case of technical and financial checks, by examining the documents or by means of on-the-spot checks, the staff of the European Commission, the OLAF, the CoA or outside persons authorised by the Commission must always have the appropriate right of access to the information (either on paper or in electronic format). The key idea

within this obligation is the accessibility to the document during the stipulated period (i.e.: seven years), regardless of the format (i.e.: printed, electronic) of the document itself.

## 7.5. Audit

In the course of the implementation of Twinning projects, both the projects themselves and their management may be subject to various audits:

- ad hoc audits called by the Commission, the European Anti-Fraud Office (OLAF) and other Commission services;
- ad hoc audits by the Court of Auditors.

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

The Court of Auditors 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. The 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, in full independence, internal and external investigations.

The BC and the MS will allow the European Commission, OLAF and the Court of Auditors to verify, by examining documents or by means of on-the-spot checks, the implementation of the project and 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 7 years after the payment of the balance. Article 16.2 of the General Conditions of the Twinning Contract applies.

## 7.6. Private Sector Inputs: tendering, procurement and contracting

In principle, Twinning projects are exclusively based on the transfer of **public sector expertise** and know-how to the beneficiary administration with a view to achieving mandatory results. This entails that private sector input in the format of equipment or private sector services will only be required **in exceptional cases**, subject to due justification, and limited to the overall ceiling of EUR 5 000 in the case of equipment and to EUR 10 000 per budget item in case of services (see sections 5.10, 5.11 and 5.12).

**Twinning projects are in other words self-contained projects centred around public sector co-operation.**

In line with the provisions of Section 6.8 of the Practical Guide to Contract procedures for EC external actions (subcontracting in grants), the exceptionally required private sector inputs are in principle tendered **by the MS partner**, which applies the provisions included in Annex A4 to each Twinning contract .

An overview of the applicable rules:

### **A. Supply of goods**

**A.1. up to EUR 5 000 per Twinning project:** MS Project Leader responsible for procurement and contracting

Procedure: Direct award allowed following the MS own tendering procedures (single tender), invoice included in the framework of quarterly financial report.

Examples: small equipment to ensure smooth implementation of the project (e.g. laboratory consumables or small measuring equipment)

**A.2. over EUR 5 000 per Twinning project:**

Such investment **CANNOT** be financed by the Twinning budget. It can be mentioned *pro memoria* in the breakdown of cost only to signify the commitment of the BC that the relevant equipment will be available at that time of the work programme for the project.

Examples: equipment to measure air quality control, veterinary control materials.

### **B. Supply of services**

**B.1. up to EUR 10 000 per budget item:** MS Project Leader responsible for procurement and contracting.

Procedure: Direct award allowed following the MS own tendering procedures (single tender)

Examples: supply of travel services, translation and interpretation services, software, training material, expert private sector inputs to training.

**B.2. above EUR 10 000 per budget item:** MS Project Leader responsible for procurement and contracting.

Procedure: Contracting by Member State Partner subject to the provisions of Annex A4 of the contract.

Given (1) the fact that in some instances the MS Twinning partner is a public sector body not allowed to engage in commercial contracts and (2) the exceptional nature of private sector inputs, the Member State partner may ask the **contracting authority to manage the exceptionally requested private sector inputs (services above EUR 10 000) on its behalf**. This may be appropriate especially where the contracting entails VAT charges which cannot be handled by the MS partner.

Examples of possible subcontracting: translation and interpretation services, software, training material, expert private sector inputs to training, RTA Assistants.

If the MS partner avails itself of such assistance, amounts for private sector inputs above the ceiling of EUR 10 000 for supply of services will be contracted separately by the contracting authority and will be included in the budget (Annex A3) of the Twinning Contract with an annotation making clear that they will be contracted by the Contracting Authority.

In this case, payments due to the MS partner will obviously not include the private sector sub contracts entered into by the contracting authority. See Section 7.2 for the payment procedure.

In any case, both the MS project leaders and, if applicable, the contracting authority will apply the Practical Guide to govern the private sector sub-contracting.

## 7.7. Provision for changes in prices

Expert fees are subject to the ceilings laid down in this Manual and indicated in the breakdown of costs of the Twinning Contract or operative side letters (under IPA). Most other costs indicated in the breakdown of costs, such as travel costs, rental of facilities for training, rental of accommodation for the RTA, are based on estimates. Payment for such costs is subject to actual expenditure invoiced in the framework of quarterly financial reports and substantiated by documentary evidence held by the MS implementing body.

Where the amount indicated in the breakdown of costs is insufficient to cover actually incurred costs, the difference may be charged against the 'provision for changes in prices', for which up to 2.5% of the overall budget is allocated in every Twinning project. This applies also to increases in the salary, non-wage labour costs and statutory reimbursements of the RTA (not his/her per diem allowances which are stable during the secondment).

Drawing on the provision as described above does not require an addendum to the budget with prior approval by the Contracting Authority. See derogation to article 14.3 of the General Conditions in art.7 of the Twinning contract.

Quarterly financial reports must be presented according to the budget lines in the breakdown of costs of the Twinning Contract or operative side letters (under IPA). If the real cost for an item (other than fees) legitimately exceeds the estimate, the difference is debited to the provision.

For example, if EUR 1 000 – was foreseen for a plane ticket in budget line 23 (seminar Y), but actually cost EUR 1 015 – the invoice will be presented as follow:

"Plane tickets @ EUR 1 015, where of EUR 1 000 – is debited to line 23 (seminar Y) and EUR 15 to line 57."

If the final cost of an item falls below the estimate, the difference remains available in the budget line for additional costs related to the same activity. Once the activity is completed, the remaining funds may be transferred to other lines according to the procedure foreseen under 6.6.

## 7.8. Principles of taxation

The RTA must observe the national tax legislation of his/her home country with regard to income earned during the period of secondment in the beneficiary host country.

The possible exemptions from customs duties, import duties, taxes and other fiscal charges for the RTA are governed by the Financing Agreement for the project in question signed between the Commission and the BC.

Costs for indirect taxes (VAT) cannot be recovered from EU funds unless it is impossible for the MS Twinning Partner to otherwise reclaim it and the applicable regulation authorises such coverage.

## Section 8: Specific Procedures for ‘Twinning Light’

### 8.1. Definition of ‘Twinning Light’

‘Twinning Light’ can be used to tackle any self-contained institutional issues provided the subject addressed is of a more limited scope than for standard Twinning, i.e. the structures needed are not complex or the existing ones need little adjustment. The likeliest scenario would be implementation of a specific measure - creation of an Insurance Supervisory Authority or Roads Inspectorate, for instance - rather than reform of the general or legal framework. The programming of Twinning light projects should therefore be accurate and timely. ‘Twinning Light’ projects should not be used to supplement full Twinning projects, which are self-contained and involve the obligation to deliver their own mandatory results.

‘Twinning Light’ consists of the provision by a MS of well-defined public sector expertise, generally involving the delivery of short or medium term expertise by officials (civil servants), and/or, less frequently, civil servant experts staying for longer periods. Given their limited scope and duration, “Twinning Light” projects fall short of building longer term structural links between public administrations, which is indeed one of the broader objectives of standard Twinning.

The ‘Twinning light’ package may, where necessary, include additional inputs such as:

- appraisal of regulatory texts and the supply of documentation;
- workshops, seminars and visits;
- interpretation and translation related to the preceding items.

The financial ceiling for ‘Twinning Light’ projects has been set at **EUR 250 000** and their maximum duration (time span for Twinning activities) limited to **6 months**; in exceptional cases this can be extended to 8 months. This duration is supplemented by the standard 3 months period foreseen for inception and reporting (see Article 2 of the general Conditions for Grants, Annex A2 to the Twinning contract).

Apart from these ceilings, there are three main differences between standard Twinning and ‘Twinning light’:

- The **absence of a Resident Twinning Adviser**.
- The **absence of a jointly designed work plan**. This enables the project to be approved in shorter delays. However, **the project fiche has to very precisely define** the requested input and cooperation. To achieve the set objectives and mandatory results will remain essential. This implies **the absence of reimbursement of preparatory costs**;
- No **Consortia of MS partners** allowed;
- No purchase of equipment or private sector services subcontracting allowed except for translation and interpretation where necessary.

All of these distinguishing factors underscore that ‘Twinning light’ project must allow for a quick mobilisation of targeted public sector assistance.

## 8.2. The detailed ‘Twinning light’ Project fiche

The quick mobilisation of the requested public sector expertise requires a detailed and precisely drafted ‘Twinning light’ project fiche. The detailed ‘Twinning light’ project fiche must cover the background, the ongoing reform process, the longer-term and immediate objectives and the outputs/results requiring assistance so as to allow interested MS to prepare a detailed proposal.

Twinning light projects do not require a work plan which is previously and jointly defined by the MS Project partner and the beneficiary administration. This explains why the “Twinning light” project fiche has to be even more detailed than the Twinning fiches for standard Twinning. The detailed ‘Twinning light’ project fiche will form an annex to the ‘Twinning light Contract’ together with the selected MS Twinning proposal.

The beneficiary administration should therefore complete a ‘Twinning light’ project fiche containing:

- a detailed description of the beneficiary institution;
- the context in the BC;
- the proposed methodology for implementing the intended reform;
- the nature of the activities;
- the mandatory results it wishes to target, including benchmarks;
- profile of the experts required;
- its own strategy for achieving it and the means it intends to deploy;
- a clearly identified BC Project Leader with all references(phone, fax, email). Where appropriate, additional counterpart personnel responsible for individual components must be nominated;
- the precisely defined inputs it is seeking from a MS and the amount of funds it wishes to use for that purpose;
- Working language ;
- Total budget available

See template Annex C1 to this Manual for Twinning project fiches. This template includes specific points for Twinning light projects.

## 8.3. The mandatory results

The same rules apply for ‘Twinning Light’ projects as for standard Twinning projects. They must target concrete, operational results (the mandatory results) (please refer to section 4.1. of this Manual). The complexity and scope of the mandatory results will, however, be more modest, commensurate with the ability of the beneficiary to conceive, drive and implement the necessary reform itself, with limited and precisely-defined inputs from the MS.

## 8.4. Selection of MS administration

### 8.4.1. Circulation of projects

The detailed ‘Twinning light’ project fiche will be circulated to the MSs’ NCPs, calling for detailed written proposals from the relevant home administrations. The deadline for presenting proposals will be 6 weeks, unless special circumstances justify an extension or a shorter deadline

### 8.4.2. Minimum criteria for proposals from MS

The detailed project fiches describe all the activities to be carried out and the contribution expected from the MS, which will make a proposal for provision of the public sector assistance requested within the available budget. The proposal will contain:

- the name of a designated Project Leader responsible for the co-ordination of MS inputs (this can be one of the experts designated to work in the BC);
- CVs of proposed officials, matched to the requirements defined in the project fiche under which they will work;
- budget for fees (units and rates) and reimbursable costs, subject to compliance with Twinning rules.

In keeping with the streamlined ‘Twinning Light’ concept each proposal will come from a single MS, though it may include experts from others, who will work under the MS Project Leader’s authority and responsibility. Consortia will not be allowed. Only proposals that cover the full range of the inputs requested will be considered.

The selected MS proposal will also form an annex to the ‘Twinning light’ contract.

See template C2 of this manual for a model Twinning proposal. This template includes specific provisions for Twinning light.



### 8.4.3. Selection procedure

It is recommended that the Contracting Authority communicates its choice of the selected MS partner within two weeks following the meeting of the Selection/Evaluation Committee.

Furthermore, the Delegation will at least once a year, inform all MS NCPs on the selections made.

#### 8.4.3.1. Selection procedure under IPA (before and after conferral of management power)

- **Centralised and decentralised management with ex ante control**

*Proposals are sent to the EU Delegation, which will forward them to the beneficiary institution and the CFCE when appropriate. Both the beneficiary administration and the EU Delegation must be represented on the selection committee, the latter as an observer. The beneficiary institution itself will be responsible for the actual selection of a MS partner on the basis of the written proposals. MS will generally not be requested to present their proposal at Selection Meetings. However, in some cases, MS may be invited to do so. Expenses thus incurred will not be reimbursed. It may call for additional information, request clarifications or modifications in the MS proposals, provided that all MS are given the same opportunities. The requests for clarification / correction will be made in writing and the MS will be given a maximum of 5 working days to provide a reply.*

*The minutes of the selection committee meeting will be sent to the EU Delegation for endorsement, signifying that the EU Delegation takes note of the selection committee's decision. If no proposal has been received or the only proposal is considered inadequate, the EU Delegation and the beneficiary, may cancel the procedure and either recirculate the 'Twinning light' project fiche in duly justified cases or convert it into a commercial tender for Technical Assistance.*

*The EU Delegation will notify all MS, (which have submitted proposals) involved of the beneficiary institution's final decision within maximum 6 weeks of the deadline for submission of proposals. A Selection Fact Sheet will be completed for each 'Twinning light' proposal. The beneficiary administrations are strongly encouraged to provide all participating MS with information on the reasons, which motivate their final decision. MS are entitled to receive such feedback in view of future proposals from their administrations.*

- **Decentralised management without ex-ante control**

*After conferral of management power to the AO, proposals are sent to the latter, which forwards them to the beneficiary institution. The AO will set up a small selection committee and ensure that all relevant procedures are followed, but it will not have a vote in the selection process. MS will generally not be requested to present their proposal at Selection Meetings. However, in some cases, MS may be invited to do so. Expenses thus incurred will not be reimbursed. The minutes of the selection committee will be kept by the AO. If no proposal has been received or the only proposal is considered inadequate, the AO and the beneficiary, may cancel the procedure and either recirculate the 'Twinning light' project fiche in duly justified cases or convert it into a commercial tender for Technical Assistance.*

*The AO will notify all MS which have submitted proposals of the beneficiary institution's final decision within maximum 6 weeks of the deadline for submission of proposals. A Selection Fact Sheet will be completed for each 'Twinning light' proposal.*

*The beneficiary administrations are strongly encouraged to provide all participating MS with information on the reasons, which motivate their final decision. MS are entitled to receive such feedback in view of future proposals from their administrations.*

#### **8.4.3.2. Selection procedure under ENPI**

*MS will generally not be requested to present their proposal at Selection Meetings. Proposals will therefore have to be detailed, comprehensive and self-explanatory.*

*However, if MS are invited to present their proposal at Selection Meetings, in this case expenses incurred will not be reimbursed. MS may also be required to provide more details at the request of the Evaluation Committee.*

*The selection and evaluation of the submitted proposals is therefore mainly organised in two steps. The first is the administrative conformity of the proposals, the second one is the Evaluation of the proposals.*

##### **(1) Receipt, registration and administrative check of the proposals**

*MS via their NCPs submit written proposals (which have to include the elements as described under section 3.2.) to the Contracting Authority.*

*After registration, a copy of the received proposals is sent to the EU Delegation by the AO or to the AO by the EU Delegation. In any case, a copy will always be sent to Commission Headquarters.*

*The relevant Contracting Authority sends an e-mail to all NCPs informing them which MS has submitted a proposal.*

*Proposals shall then be subject to an administrative check which will assess whether they satisfy all the applicable eligibility criteria mentioned in the checklist (Annex C6 of this Manual). Ineligible proposals will be disqualified from the evaluation process.*

*The relevant Contracting Authority sends an e-mail to all MS Administrations which have sent an eligible proposal inviting them to participate in the selection meetings.*

##### **(2) Evaluation Meetings**

*Once the relevant authority has received and registered the proposals, it organises an Evaluation Committee, with the assistance of the Delegation where appropriate.*

*Following the provisions of the Practical Guide, an evaluation committee will be composed of at least three voting members and always be composed of an uneven number of voting members. (See details above).*

*The composition of the evaluation committee will be designated individually by the Contracting Authority and, where it is not the Commission, with approval of the European Commission.*

*The members of the evaluation committee will sign a declaration of impartiality and confidentiality.*

*The evaluation committee will make its choice based on objective criteria. An evaluation grid (Annex C8) will be used for the scoring of the proposals. The grid takes into consideration the qualitative aspects, the presentation, the experience of the organisation in co-operation projects, the proposed working methods, etc.*

*The entire evaluation procedure is recorded in an evaluation report and submitted for approval to the Contracting Authority.*

*Where the Commission is not the Contracting Authority, the Contracting Authority will submit the results of the evaluation process for approval of the Commission before notifying the results to the applicants.*

*Participants to these evaluation meetings are:*

#### ***DECENTRALISED MANAGEMENT***

- *Contracting Authority (AO): Chairman, secretary and at least 1 voting member, possible observer/s*
- *Beneficiary Administration: at least 2 voting members*
- *Observers: representative from the EU Delegation and /or from Headquarters*

#### ***CENTRALISED MANAGEMENT***

- *Contracting Authority (EU Delegation): Chairman, secretary, at least 2 voting members*
- *Beneficiary Administration: at least 1 voting member*
- *Observers: representative, from Headquarters or from the AO.*

*In each case, the Chairperson and the Secretary are non-voting members.*

## **8.5. Contract and Implementation**

### **8.5.1. Structure of the contract**

There will be one original copy of the Twinning Contract per signatory and one for the Commission or AO (before or after conferral of management power and ENPI).

Copies of the contract will be drawn up for: the final beneficiary administration and for the Commission.

The Twinning Light contract will be in line with the standard Twinning contract.

The complete contract will consist of the same annexes of the standard Twinning Contract (see section 3.8). The template for the Twinning Contract attached to this Manual identifies the specific provisions for Twinning light.

As the possibility of forming consortia is ruled out in “Twinning Light”, there will further be no Annex A8.

*Twinning Lights contracts are not submitted to the Steering Committee proceedings at headquarters for review and opinion.*

### **8.5.2. Costs eligible for financing**

The financial rules applicable to ‘Twinning Light’ are the same as those for standard Twinning, except that:

- a) medium-term experts (those staying in the BC for a month or longer) will be treated in the same way as short-term experts (fees and expenses) but may be offered a monthly special economically fare return fare, subject to presentation of travel documents;
- b) Equipment and private sector services (other than translation and interpretation where necessary) are not eligible for funding;
- c) Preparatory costs are not eligible for funding;
- d) Project assistants are not eligible for funding.

The Beneficiary Administration should provide the necessary office space and equipment at the disposal of the MS twinning expert free of any charge. This is part of the co-financing in kind to be provided by the beneficiary.

### **8.5.3. Contracting Authority, signatories of contract, order of signature**

#### **8.5.3.1. Under IPA**

*Under centralised and decentralised management with ex ante control, the ‘Twinning light’ contract is signed either by the EU Delegation or by the CFCE (contracting authority) and the MS partner. The endorsement by the final beneficiary administration expresses its commitment to ensure proper implementation and ownership of the twinning project.*

*Upon signature, the EU Delegation or the CFCE notifies the other parties that the process has been completed and that the contract can enter into effect.*

*Under decentralised management without ex-ante control by, the ‘Twinning light’ contract is signed by the AO and the MS partner. It is endorsed by the beneficiary administration so as to express its commitment to ensure proper implementation and ownership.*

#### **8.5.3.2. Under ENPI**

*The signatories of the ‘Twinning light’ contract and the (order of signature) are the same as those for a standard Twinning Contract, and are described in section 3.10 of this manual.*

#### **8.5.4. Reporting**

There will be a start-up report covering the first two months of the contract (submitted during the third month), plus a final report (Templates as for standard Twinning.) They must be endorsed and countersigned by the beneficiary, who may make additional comments.

Reports will be sent as stated under section 6.4. of this manual.

#### **8.5.5. Payments**

Payments will be done in two operations: a pre-financing and a final payment.

The contractor may request 80% of the budgeted costs as a pre-financing on signing the Twinning Contract. The remainder will be paid in accordance with the standard procedure (see section 7.2) once the contract is complete, upon presentation of the final report and request for final payment by the MS within no more than one month after the end of the project.

#### **8.5.6. Expenditure Verification Report**

The same procedure as for standard Twinning applies. See section 7.3. of this Manual.

### **8.6. Monitoring and assessment**

‘Twinning light’ projects are subject to the same monitoring and assessment procedures as standard Twinning (see section 6.3 and 6.5).

### **8.7. Changes to the ‘Twinning light’ contract**

The same procedures as for standard Twinning applies, except with regard to the quarterly updates through operative side letters (under IPA). See detailed procedures under section 6.6 of this Manual.

*Please remember that there is not Steering Committee and therefore headquarters are not called upon to review any changes to Twinning light contracts.*

### **8.8. Issues of overall Coordination**

In view of the central role of the respective Commission services in Brussels in co-ordinating the twinning instrument, and in order to allow the respective twinning co-ordination teams to follow twinning light projects, the EU Delegations or the AO are requested to send to the respective Commission twinning co-ordination teams a quarterly synthetic overview of developments regarding twinning light projects.

The reports should include in a table format for every twinning light project (identified by project number and title), the date each project fiche was circulated, the deadline for proposals, the Member State partner(s) selected, the start date of the project budget, Project leader and beneficiary administration, the completion date of the project and if the final project report was received and approved.

## Section 9: Other Issues

### 9.1. Languages

Language is a basic but important issue:

When drafting a Twinning Contract, the Twinning partners should:

- have identified translation and interpretation needs and made appropriate provision;
- have agreed upon common working languages and the language skills required of the RTA for carrying out day-to-day duties;
- have agreed upon English, German or French as the language to be used for reporting purposes.

The work plan will specify which elements will be carried out using a European Union working language and specific services to be provided in the language of the BC (i.e. brochures, publications for dissemination of information etc.).

To facilitate the work of the RTA, experience has shown that a full time assistant (BC national), who deals with both translation and interpretation issues (and other project management tasks) on a daily basis is essential. Provisions must be made in the work plan and budget for this cost, unless the BC administration can make available an assistant, or the RTA is fluent in the host BC language.

While costs for translations are eligible for funding under Twinning projects, this possibility should be used only under very exceptional circumstances taking into account that a great deal of translation work has already been completed with the assistance of the Technical Assistance Information Exchange Office (TAIEX). TAIEX is a facility for short term technical assistance on approximation/ implementation and enforcement, including the necessary administrative infrastructures, of the EU Acquis. Currently all IPA and ENPI countries benefit from TAIEX assistance. For more information, see <http://ec.europa.eu/enlargement/taieux/>.

Language training for BC staff is not eligible for funding under Twinning projects, subject to derogation for exceptional and very technical purposes.

### 9.2. Sustainability and Twinning Review Missions

#### 9.2.1 Sustainability

In the course of the implementation of the jointly agreed Twinning work-plan, the MS Twinning partners ensure the transfer of the public sector expertise necessary to achieve the mandatory results in the beneficiary administration.

Once the Twinning work plan is fully implemented and the mandatory results achieved, these achievements should be preserved and developed further by the beneficiary administration. It is indeed part of the commitment of the beneficiary administration to ensure the long term impact of the Twinning project.

This presupposes in general that the beneficiary administrations pay adequate attention to the further improvement of the general public administration framework (Public administrative reform agenda) so that the Twinning results are not undermined by systematic failings in the beneficiary administration. This means, by the same token, that twinning projects can only be effective if the capacity of the civil service in the beneficiary country is sufficiently developed to absorb effectively the Twinning improvements.

Apart from this requirement regarding the overall standing of the beneficiary administration and the political commitment to general administrative reform in a European context, the Twinning partners should lay the necessary groundwork for the sustainability of their joint twinning achievements at the concrete level of project implementation:

1. During the project, the twinning partners should pay attention to the fact that training material is of a sufficient quality. It should be professionally developed and easily accessible for later use (It can for instance be published on the beneficiary administration's website);
2. During the twinning project, the officials of the beneficiary administration benefiting from training by Member State twinning 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 follow up through, for instance, simulation exercises, evaluation forms to be filled in, etc ;
3. In order to ensure effective dissemination of results, Twinning partners should organise a well structured wrapping- up seminar at the end of the implementation of the Twinning work plan which capitalises and presents the concrete results with practical implications for further follow up by the beneficiary administration and its officials;
4. The beneficiary administration should find appropriate ways and means (including *inter alia* salary gratifications, various incentives, written agreements with staff benefiting from training, preparation of manuals, creation of networks) to avoid excessive staff turnover and loss of know-how acquired in the beneficiary administration during the Twinning project;
5. In the final report, Twinning partners should include concrete recommendations and strategies for safeguarding the achievement of the mandatory results in the beneficiary administration (Sustainability plan).

But even beyond the Twinning project itself, the Twinning partners and more especially the beneficiary administration may look out for appropriate follow-up institution building assistance to consolidate and magnify the Twinning results (for instance through TAIEX, SIGMA, or further bilateral projects with the initial or other MS).



## 9.2.2 Twinning Review Missions.

Each Twinning project is in principle followed, 6 to 12 months after its finalisation, by a Twinning Review Mission (TRM). This mission aims at reporting whether sustainable impacts or spin offs have been observed after Twinning project finalisation.

The overall objective of a TRM is to assess if the achievements of the Twinning project are still present and if they produced a standing impact, in particular in terms of sustainability. Normally, a TRM should also identify lessons learned and recommend improvements for the managing of Twinning projects in the given country and/or sector.

A TRM shall analyse the situation in the area/sector covered by the Twinning project concerned, comparing it to the situation prevailing when the project's implementation ended and taking into account the initial situation that the project was called to correct. The scope of the analysis shall be determined by the mandatory results of the Twinning project.

A TRM shall focus on the developments intervened after the end of the Twinning project concerned with particular regard to the legal and institutional level (legislative progress and administrative adaptation), to capacity and skills building (further training of staff and spreading of know-how) and to the structural changes introduced (irreversibility of the new framework).

The Team charged with the performance of the TRM is led by the Twinning Review Expert (TRE), a public sector (or mandated body) expert from a different MS than the Lead or Junior MS partners of the project concerned, who did not participate in the Twinning project in question. In principle and when possible the TRE is a former RTA of a similar project.

The TRE is selected by the Institution Building Unit (IBU) of the Commission, in consultation with MS National Contact Points (NCP) and other stakeholders. He/She is directly invited by the IBU to perform the TRM.

The TRE is responsible for preparing the Reporting Form. The Reporting Form, which the TRE timely distributes to all members of the TRM Team, mentions the project's deliveries and the final report's recommendations

The TRE drafts the review report.

For all or part of the TRM the TRE can be assisted and accompanied by a team of persons who were involved in the project concerned:

- the MS RTA;
- the BC RTA counterpart;
- the MS Project Leader (when appropriate and if available);
- the BC Project Leader (or the official who might have replaced him/her in the same position);
- the task manager from the pertinent EU Delegation who followed the project or the sector involved (or the official who might have replaced him/her in the same position).

If the MS RTA and/or the BC RTA counterpart are not available, the selection of a replacement is decided on a case by case basis by the IBU in close consultation with the pertinent stakeholders.

A more detailed set of guidelines and the template of the Reporting Form are available on the Twinning web-page: [http://ec.europa.eu/enlargement/how-does-it-work/technical-assistance/twinning\\_en.htm](http://ec.europa.eu/enlargement/how-does-it-work/technical-assistance/twinning_en.htm).

TRM are organised as TAIEX events whose cost is covered by the TAIEX budget. The request to launch a TRM is initiated by the relevant EU Delegation.

The final reports produced by TRM will be included in a database of Twinning assessments accessible to all those involved.

### 9.3. Troubleshooting

In practice, all Twinning projects will face unforeseen difficulties. Some of these may be small logistical problems, whilst others may impact on the overall success of the project.

In the first instance, the MS and BC Project Leaders should attempt to resolve any problems between themselves. If there is a more significant problem or a need to inform the Commission or the AO, then the Project Leaders should contact the AO and/or the Commission Headquarters.

The respective NCPs should also be seen as a source of experience and counsel.

In the most difficult situations, Commission Headquarters may be called upon.

The Commission will reserve the right to suspend or cancel funding for the Twinning project in the worst case scenario.

If, at the end of the time period fixed by the Twinning Contract, the mandatory results have not been achieved, the Twinning partners may ask the relevant services for a time extension to complete the project on the condition that

- the need for extension can be duly justified;
- the extension falls within the overall time limit set out in the Financing Memorandum/ Financing Agreement;
- there is no increase in the financial contribution from the EU funding source.

### 9.4. Acknowledgement of Funding Source and Project Visibility

Implementing partners whose project benefits, in whole or in part, from European Commission funding, are obliged to publicise the funding source with the appropriate logo. It has been decided that the EU logo – the blue flag and stars - must be the only one used. No matter what the size of the project, the materials it produces have to carry the EU identity.

In order to comply with this obligation, the Information Officer at the EU Delegation in the country is available and Commission Headquarters have published 'Visibility Guidelines'. Delegations carry a stock of flags, stickers, posters and other promotional material that can be obtained. Simple solutions for producing everyday materials, Master originals, given as a series of computer templates, have been developed, so that materials can be produced from standard office computers at minimum cost.

A small amount of funds (EUR 5 000 for projects up to EUR 1 million, EUR 10 000 for projects over EUR 1 million) may be allocated in the projects to meet these requirements.

More information and templates can be found on the following Internet site:

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

To ensure adequate Project visibility, a kick-off and a closure meeting should be foreseen as project activities and as such included in the work plan. Considering that these two events are meant to draw the attention of all pertinent stakeholders as well as of the media on the project and that they should ideally be attended by high ranking officials, it is important to ensure that they are organised with propriety and decency. In case the BC cannot provide proper co-financing for the kick-off and the closure meetings, the costs of small catering can exceptionally be considered eligible, within a ceiling of 500€/event. Similarly, if an adequate meeting room is not available in the premises of the beneficiary administration or in those of the EU Delegation, the cost for renting an appropriate venue can be charged to the budget of the project.

## 9.5. Data Protection and Privacy Statement

The Commission is in charge of the overall co-ordination and promotion of the twinning instrument (Please see Section 2.6 of this Manual).

In this capacity the Commission is informed about the professional contact details (identity, professional position held, professional contact details and curriculum vitae) of all twinning experts, namely:

1. Resident Twinning Advisers as well as twinning Short Term Experts proposed and appointed by the participating MS administrations for the transfer of peer public sector expertise and
2. National Contact Points for twinning respectively appointed by each of the 27 providing MS administrations and by each of the beneficiary countries.

These data are also collected and published on the twinning website or on other publicly available supports (CD-Roms, published material, etc.) for the promotion and development of this Institution Building instrument, notably with potential beneficiary countries.

These data are stored and processed in accordance with Regulation (EC) No 45/2001 of the European parliament and of the Council of 18 December 2000, on the protection of

individuals with regard to the processing of personal data by the EU institutions and bodies on the free transfer of such data.

Further to the requirements of this regulation a specific *Privacy statement* is publicly available for consultation on the twinning website:

[http://ec.europa.eu/enlargement/tenders/twinning/index\\_en.htm](http://ec.europa.eu/enlargement/tenders/twinning/index_en.htm)

Please see article 7.2.10 of the Special Conditions of each Twinning Contract which also refers to the Privacy Statement.