



EUROPEAN COMMISSION

**INSTITUTION BUILDING IN THE
FRAMEWORK OF EUROPEAN UNION
POLICIES
A REFERENCE MANUAL ON
'TWINNING' PROJECTS**

REVISION (May 2005)

This Twinning manual provides the most practical and comprehensive information available to those individuals involved in the preparation and execution of Twinning projects.

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GLOSSARY

AWP	Annual Work Plan. Under the MEDA Programme, the annual programming documents containing the budgetary envelopes of the projects to be implemented. AWP's are approved each year, between the MEDA country and the European Commission.
AO	The administrative office (AO) is a body within the administration of the beneficiary country for PHARE (TF), CARDS and TACIS, 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 PAO for MEDA).
BC	Beneficiary Country (beneficiary of PHARE/Transition Facility, CARDS, TACIS or MEDA assistance).
CARDS	CARDS (Community Assistance for Reconstruction, Development and Stabilisation) is the main means of assistance to support the Stabilisation and Association Process countries. CARDS was adopted by Council Regulation (EEC) 2666/2000 of 5 December 2000. For more information, see http://www.europa.eu.int/comm/europeaid/projects/cards/index_en.htm
CFCU	Central Financing and Contracting Unit: Structure within the Beneficiary Country's Ministry of Finance, responsible for contracting and disbursing Community funds. Applicable for decentralised programmes (Except for MEDA)
CC	Candidate Countries. From 1 st May 2004, these countries are Bulgaria, Croatia, Romania, and Turkey .
De-concentration	De-concentration is the transfer of powers and responsibilities to, and the subsequent strengthening of EC Delegations, expressed in the Communication of the European Commission on the Reform of the Management of external assistance as "Anything that can be better managed and decided on the spot, close to what is happening on the ground, should not be managed or decided in Brussels".
De-centralisation	De-centralisation means the transfer of powers and responsibilities to, and the subsequent reinforcement of beneficiary countries' administrations.
EAR	The European Agency for Reconstruction is responsible for the management of the main EU assistance programmes in Serbia and Montenegro (the Republic of Serbia, Kosovo*, and the Republic of Montenegro) and the former Yugoslav Republic of Macedonia.
EDIS	Extended Decentralised Implementation System. As of the date of accession, implementing agencies in the new MS assume management authority for contracting, implementation and payments in the framework of Twinning under PHARE/Transition Facility.
FOCAL POINTS	Each beneficiary ministry of the programme will be responsible for appointing a "Focal Point" that will be in charge of the technical implementation of the programme. Each focal point will be the PAO contact point for the project(s) of its Ministry or public sector institution.
MEDA	Community programme with Mediterranean Third Countries, based on MEDA II Regulation (Nr. 2698/2000), adopted on November 2000, covering different areas of co-operation from the support to economic transition to good governance.

* Under international administration, in line with United Nations Security Council Resolution 1244, of 10 June 1999

	Eligible countries are: Algeria, Egypt, Israel, Jordan, Lebanon, Morocco, The Palestinian Authority, Tunisia and Syria. Cyprus, Malta and Turkey are not eligible countries under the MEDA programme since funds are provided through accession or pre-accession instruments. For more information, see http://europa.eu.int/comm/europeaid/projects/med/index_en.htm
MS	Member State(s) of the European Union. From 1 st May 2004 the European Union consists of 25 MS.
National Country Programmes	TACIS programme. Include Indicative Programmes, valid 3-4 years, which identify priorities and areas of cooperation as well as annual (for Russia and Ukraine) and biannual (for other countries) action programmes setting out the projects to be supported and the funding available, within the guidelines defined by the indicative programme.
NCP	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.
PAO	Programme Administration Office. In the MEDA countries, it is the project management office for the Support programmes for the implementation of Association Agreements (AAA programmes) in general, and for Twinning in particular.
PHARE	Community Programme that provides assistance to countries which strive to become MS of the European Union in enforcing the EU acquis. It is based on Council Regulation (EEC) N° 3906/89 of 18 December 1989 and subsequent amendments. As from 01 May 2004, countries concerned are: Bulgaria and Romania with specific financing arrangements for Turkey. Croatia resorts under PHARE as from 01 January 2005. For more information, see http://europa.eu.int/comm/enlargement/pas/phare/focus.htm#2.1.1%20Twinning
PL	Project Leader: a high-ranking official in MS and BC respectively. Directs the implementation of the Twinning project.
Practical Guide	The Practical Guide to EC External Aid Contract Procedures covers all contracting procedures, which apply to EC external aid contracts. Available on http://europa.eu.int/comm/europeaid/tender/gestion/index_en.htm . (European Commission, Practical Guide to contract procedures financed from the EC general budget in the context of external actions, May 2003).
RTA	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.
SAA	Stabilisation and Association Agreement: agreements between the EU and the SAP countries on a formal association with the EU.
TACIS	Launched by the EC in 1991, the TACIS Programme provides grant-financed technical assistance to 13 countries of Eastern Europe and Central Asia and mainly aims at enhancing the transition process in these countries. A new regulation replaced the former one, which expired on 31 December 1999. This new regulation covers the years 2000-2006. Countries concerned are: Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgystan, Moldova, Mongolia, Russian Federation, Tadjikistan, Turkmenistan, Ukraine and Uzbekistan. For more information, please see : http://europa.eu.int/comm/europeaid/projects/tacis/index_en.htm
Transition Facility	Article 34 of the Act of Accession sets up a Transition Facility. Its aim is to provide continued support for the reinforcement of administrative and judicial capacity in the new MS during the period of 2004-2006. Concerned countries are: Cyprus, Malta, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovenia, Slovakia. A similar Transition facility will be set up for Bulgaria and Romania following their accession . (Art 31 of the Act of Accession)

Twinning Contract	Contractual agreement on the Twinning Project. It includes the work plan and additional standard annexes.
Unified pre-Accession Instrument	There are advanced plans to replace by 2007 the existing financial instruments (PHARE, ISPA, SAPARD e.a.) in the accession and pre-accession framework by one specific instrument to cover Institution building, regional and cross border co-operation, regional development , rural development and human resources .

PREFACE

The present Twinning manual has been drafted by the European Commission services. It aims to provide a co-ordinated, complete and user-friendly guide for implementing Twinning projects.

This manual builds on the experience gained since 1998 through the implementation of over 1000 Twinning projects in the Enlargement countries but aims also to take into account recent developments.

On the one hand, the introduction of Twinning in the CARDS countries in 2002 has been the first step in the dissemination of the Twinning instrument outside its initial remit. Furthermore, the Twinning instrument has been made available to the MEDA and some TACIS* countries in 2004. This process has called for adjustments to take into account the specificities of the respective regions.

On the other hand, the new Financial Regulation and the introduction of the Extended Decentralised Implementation System in the new MS have also prompted alignment of existing Twinning procedures.

In drafting this co-ordinated Twinning manual the European Commission has been striving to maintain as much as possible the existing structure of the previous manuals. It outlines the basic principles governing any Twinning project from inception to conclusion and provides practical guidelines for operational and financial management.

The co-ordinated manual compiles a joint base with common provisions for all 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 Member States' National Contact Points for Twinning 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 gratitude 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.

****Explanatory note concerning TACIS:***

For the time being TACIS is mainly managed in a centralised way, although it is in the process of being decentralised. TACIS programmes (including twinning projects) will gradually fit into this decentralised framework.

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 Candidate Countries (CC) to strengthen their administrative and judicial capacity to implement Community legislation as future Member States (MS) of the European Union. Since 1998 more than 1000 Twinning projects have been implemented in the CC and financed under **PHARE** or other pre-accession instruments. Twinning continues to play a vital role in the context of Institution Building in the new MS under the Transition Facility (TF) and it remains a crucial Institution building instrument in the present CC (Bulgaria, Croatia, Romania and Turkey).

CARDS Twinning started in the summer of 2002 for certain Institution Building programmes, mainly in Justice and Home Affairs. It is now being offered to all countries covered by the **CARDS** programme and available to all Institution Building programmes regardless of the specific sector.

As from the end of 2003, Twinning is available to some of the countries covered by the **TACIS** programme. Concerning **MEDA** countries, 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 (AAAs) are launched. In the context of the Wider Europe approach and as an instrument to implement AAAs, Twinning is introduced as an Institution Building co-operation instrument for the **MEDA** countries (see section 1.2). Twinning projects in **MEDA** countries started in 2004.

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

Firstly, Twinning projects are built around jointly agreed EU policy objectives, such as the preparation of EU enlargement (**PHARE**), further strengthening of the administrative capacity of the new MS (Transition Facility) or enhanced co-operation, as foreseen in the respective **CARDS**, **MEDA** and **TACIS** agreements.

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

- As a rule, the beneficiary countries (BC) choose their Member State (MS) partners;
- Twinning projects must yield a concrete operational result in terms of the BC meeting a requirement in connection with the EU acquis or other EU policies open for co-operation;
- The Twinning partners (the public sector actors involved) commit themselves to achieving the result, and not only to the means to achieve it. At the end of the project a new or adapted system must function under the sole responsibility and means 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 project covering a 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 detailed Twinning work plan, before starting work. It may be adapted in the course of its implementation, but it must fix clear benchmarks to allow for close monitoring of progress towards the final result;
- Twinning projects are implemented to achieve a mandatory result through the transfer of hands-on public sector experience and expertise. The final and sole ownership of this mandatory result lies with the BC.

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 choice of the MS project partner by 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. Twinning projects encompass a series of actions and inputs. Secondments of long-term MS experts to BC administrations form the ‘backbone’ of Twinning projects. These long-term experts are called **“Resident Twinning Advisers”** (RTAs) (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 (Twinning, Twinning 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.

Twinning 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.

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.

The European Court of Auditors has released a special audit report on Twinning, which mainly deals with PHARE Twinning projects started in 1998 and 1999. The report together with the Commission's replies can be found at the following address: http://www.eca.eu.int/EN/RS/2003/rs06_03en.pdf

1.2. Overview of EU Funding for Twinning

PROGRAMME	BENEFICIARY COUNTRIES	REGULATION	AIM
PHARE ¹	BULGARIA , ROMANIA TURKEY ² and CROATIA	Council Regulation (EEC) N° 3906/89 of 18 December 1989 and subsequent amendments. For Turkey special Financing Instrument. Phare is applicable to Croatia as from 01/01/2005	Institution Building assistance to countries which strive to become MS of the European Union in enforcing the EU acquis . Phare is foreseen to be replaced by the unified pre-accession instrument in 2007.
TRANSITION FACILITY	CYPRUS, MALTA, CZECH REPUBLIC, ESTONIA, HUNGARY, LATVIA, LITHUANIA, POLAND, SLOVENIA, SLOVAKIA	Transition Facility – Article 31 of the Act of Accession..	Continued support for the reinforcement of administrative and judicial capacity in the new MS.
CARDS	ALBANIA, BOSNIA AND HERZEGOVINA, FORMER YUGOSLAV REPUBLIC OF MACEDONIA, SERBIA AND MONTENEGRO (REPUBLIC OF SERBIA, KOSOVO ³ , REPUBLIC OF MONTENEGRO)	Council Regulation (EEC) 2666/2000 of 5 December 2000	Main instrument to support the Stabilisation and Association Process . Focus on Institutional/Legal Reform, Sustainable Economic Development, Social Development, Democratic Stabilisation, Refugee Return and Regional Co-operation. € 4.65 billion for period 2000-2006
TACIS	ARMENIA, AZERBAIJAN, BELARUS, GEORGIA, KAZAKHSTAN, KYRGYSTAN, MOLDOVA, MONGOLIA, RUSSIAN FEDERATION, TADJIKISTAN, TURKMENISTAN, UKRAINE, UZBEKISTAN	Council Regulation (EC, EURATOM) 2000 - 20006 No 99/2000 of 29 December 1999	New cooperation instrument with Tacis countries aimed at encouraging institution building by means of partnership co-operation projects between public administrations. These projects should accelerate the process of administrative reform and facilitate the design and implementation of public policies of these countries.
MEDA	TUNISIA, JORDAN, LEBANON, MOROCCO (Countries having signed a Support programme for the implementation of the Association Agreements) Other MEDA countries having signed AAs are eligible for a future AAA programme: ALGERIA, EGYPT, ISRAEL, THE PALESTINIAN AUTHORITY, SYRIA.	Council Regulation (EEC) N° 2698/2000 of 27 November 2000, amending Council Regulation N° 1488/96 of 23 July 1996.	New instrument for Institution Building assistance to MEDA countries, within the framework of the Support programmes for the implementation of the Association Agreements (AAAs), answering to the global objectives of the Euro-Mediterranean partnership. MEDA II Regulation: €5.35 billion for 2000-2006. Areas of co-operation are (annex II Regulation): Support to economic transition and the establishment of a Euro-Med. free trade area; Support for sustainable economic and social development; Regional, sub-regional and cross-border cooperation; Good governance.

1) Some Phare projects are obviously still under implementation in the 10 new MS

2) With some specific arrangements for Turkey

3) Under international administration in line with UNSCR 1244 of 10 June 1999

Section 2: The Components of a Twinning Project

2.1. The Fundamental Principles for 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 strive to help introduce EU wide best practices in connection with Community legislation.

The concept of ‘mandatory results’ is a **key feature of Twinning**. Both project partners commit themselves to work towards a commonly agreed result in a joint project implementation process. The Commission indicated from the outset that Twinning projects should focus on limited and well-defined institutional targets. This ‘mandatory result’ 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 arrive at 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 a mandatory result 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.

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 official commensurate with the requirement for an operational dialogue and backing at political level. The MS Project Leader is not an Adviser, s/he directs the implementation of the project. S/he is always complemented by at least one full-time expert, known as the Resident Twinning Adviser (RTA), from a MS to work on a day-to-day basis with the beneficiary administration in the BC and accompany the implementation of the Twinning project.

In addition, a BC Project Leader is needed in each Twinning project. S/he acts as the counterpart of the MS Project Leader and ensures in close co-operation the overall steering and co-ordination of the project. S/he 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.

2.2.2. The Resident Twinning Adviser

a. Definition

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

RTAs are made available by MS' administrations and 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.

b. Qualification of RTAs

To qualify for secondment, RTAs must have at least three years' experience in the organisation of the practical application of the EU acquis or the Twinning project fiche's relevant field, legislative process or other duties as described in the Twinning project fiche covering their secondment.

RTAs shall have a rank equivalent to university level and should have a good knowledge of the Community working language (English, French or German) widely spoken in the administration of the BC.

c. 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 BC extends such privileges as a matter of courtesy.

d. Duration of secondment

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

RTAs may only take up two successive Twinning assignments, regardless of the programme (PHARE, CARDS, TACIS, and MEDA) that is the source of funds. Thereafter, RTAs must return to their home administration to reacquaint themselves with the latest developments in the relevant sector and, if applicable, the relevant acquis and related administrative practice. A third assignment as RTA will only be possible if it takes place in a geographical area (out of the 4 areas presently open to Twinning, i.e.: (i) Phare and Transition Facility, (ii) Cards, (iii) Meda and (iv) Tacis) which is different from the areas in which the two preceding RTA assignments took place. In other words, a third assignment as RTA will be authorised if : (a) one of the three assignments takes place in a different geographical area than the other two; (b) the RTA must, within the period stretching over the three RTA assignments, at least have returned once to his/her home administration for at least a period of 6 months for re-acquaintance with Community Acquis / European Union Policies. The duration of the secondment is fixed at the outset in the Twinning Contract.

e. 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 generally 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 there from, 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 Project Leader of the MS in respect of the performance of the tasks entrusted to them.

f. 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.

g. 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, in cases where specific expertise can best be provided by private operators, e.g. public information campaigns or software development. See sections 5.11 on private sector subcontracting, and 7.6 for details on tendering, procurement and contracting, or Annex VII to the Twinning Contract.

The various means deployed in pursuit of a given objective together form a Twinning 'work plan'. This includes 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 result, 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 Technical Assistance, 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 to be funded through a Twinning project unless they serve a specific purpose and directly contribute to achieving the mandatory result.

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 result 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 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's 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:

- The central point of communication between the Commission and the BC. Also the central contact point for other BC and MS NCPs;
- Channelling information to BC Ministries and other relevant bodies and coaching them on the process and development of Twinning projects;
- Co-ordination of administration of all Twinning activities in the BC and resolving any horizontal administrative obstacles;
- 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 with their counterparts in the BC.

- MS involved in a Twinning project must contractually commit themselves 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:

- The central point of communication between the Commission and the MS. Also the central contact point for other BC and MS NCPs;
- Channelling information to MS ministries and other relevant administrative bodies and advising them on the process and development of Twinning projects;
- Co-ordination of administration of all Twinning activities in the MS and resolving any common administrative obstacles (e.g. accounting for reimbursements);
- Assistance in case of problems in the negotiation of consortium agreements between MS;
- Filtering and submitting project proposals;
- Attending Commission meetings with other BC and MS NCPs.

2.6. Role of the Commission

2.6.1. General role of the Commission

The Commission acts as a facilitator and guardian of fair, transparent and consistent application of the Twinning rules.

This encompasses:

- Setting the legal, financial, and procedural framework for Twinning projects. This includes establishing central co-ordination of Twinning, liaising with the network of NCPs and co-ordinating the input of all stakeholders.
- Together with the BC, setting priorities and allocating funds to Twinning projects in the programming of the appropriate financing instruments (National Programmes under PHARE and Transition Facility, the National Programmes for CARDS, the National Action Programmes for TACIS and the Annual Work Plans of the related projects for MEDA).

2.6.2. Specific involvement of the Commission

The exact scope of the role of the Commission in the implementation of concrete Twinning projects depends upon the prevailing management system (centralised or decentralised management) in the geographical area of operation: PHARE (including Transition Facility), CARDS, TACIS or MEDA.

2.6.2.1. Involvement of the Commission under PHARE (including Transition Facility)

For Twinning projects under EDIS, this entails that the Commission is no longer involved in the ex-ante control of the procedural, contractual and financial aspects of Twinning projects. Its role will instead focus 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 EDIS, the Administrative Office must ensure that this opinion is complied with in the Twinning Contract.

The present revised Twinning manual reflects those changes and consequently explains the different rules, which apply respectively for those BCs before and after the transition to the EDIS system.

Before EDIS the Commission's role can be summarised as follows:

- *Programming;*
- *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 and management of selection meetings;*
- *Communication of selection results to administration of present MS;*
- *Advising the partners in designing good work plan;*
- *Assessment of proposed Twinning contract in terms of content and finances;*
- *Assessment of the objectives of the Twinning Contracts by the Steering Committee;*
- *Monitoring and evaluation of twinning projects (approval of amendments, examination and approval of all twinning project reports);*
- *General co-ordination of the Twinning manual;*
- *Initial RTA training at the Commission Headquarters;*
- *Evaluation*

In the first instance, Twinning partners should always refer to the EC Delegation. Issues that cannot be dealt with by the Delegation are referred to the Commission Headquarters. Delegations are also responsible for organising meetings between MS administrations, which put forward Twinning proposals, and the relevant beneficiaries.

Twinning Contracts are formally endorsed by the Commission Delegations in the BC following examination by the Commission Steering Committee. The implementation activities are monitored by the Commission. This includes maintaining regular contact with RTAs and receiving and evaluating Twinning reports.

The Commission's role under EDIS can be summarised as follows:

- *Programming;*
- *Circulation of Twinning project 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;*
- *Evaluation.*

In the 10 new MS the Delegations of the European Commission have been transformed into Representation Offices with a different assignment. These Representations no longer comprise Twinning task managers who very often have taken on help desk functions to assist the Twinning project partners. These functions have been taken over by the national authorities in the BCs.

2.6.2.2. Involvement of the Commission under CARDS, TACIS and MEDA

The role of the Commission in the CARDS, TACIS and MEDA programmes depends on the level of decentralisation/devolution of the programme in question.

Currently only few programmes are decentralised in CARDS. The MEDA and the TACIS programmes are decentralised.

Therefore, the Contracting Authority differs from one programme to another. In the case of CARDS, this can be the Commission (for centralised programmes), EAR offices (indirect management), or the CFCU (where the programme is decentralised). For MEDA and TACIS programmes, which are decentralised, the Contracting Authority is the Supervisory Ministry of the MEDA/TACIS country in charge of the programme.

In those SAP¹ countries where the EAR implements the CARDS programme and signs the Twinning contract, due to the special nature of Twinning projects, the EC Delegation must be involved in the preparation and execution of Twinning projects. This means that a representative from the EC Delegation will automatically be invited to all selection and local steering committee meetings for Twinning projects as an observer.

¹ SAP: "Stabilisation and Association Process" countries, see table 1.2 for more details.

In the first instance, Twinning partners should always refer to the Contracting Authority. Where the Contracting Authority is not the Commission, issues that cannot be dealt with by the Contracting Authority are referred to the Commission.

The Contracting Authority will also be responsible for organising meetings between MS administrations, which put forward Twinning proposals, and the relevant beneficiaries.

The Commission's role can be summarised as follows:

<i>Always applicable</i>
<ul style="list-style-type: none"> • <i>General co-ordination, including rules and procedures</i> • <i>Programming/Planning (including the approval of the Annual Work Plan and its possible modifications under MEDA);</i> • <i>Help in the design of project fiches;</i> • <i>Accreditation or cancellation of mandated bodies;</i> • <i>Checking that proposals meet the required standards;</i> • <i>Initial RTA training at Commission Headquarters;</i> • <i>Monitoring and evaluation of Twinning projects;</i> • <i>Advising the partners in designing good work plan;</i> • <i>Assessment of the objectives of the Twinning Contracts;</i>
<i>Role exclusive to centralised programmes (most CARDS programmes)²</i>
<ul style="list-style-type: none"> • <i>Reception of Twinning proposals transmitted by MS</i> • <i>Dispatch of Twinning proposals to beneficiaries</i> • <i>Organisation and management of selection meetings;</i> • <i>Communication of outcome of selection to MS;</i> • <i>May be a voting member of the evaluation committee;</i>
<i>Role exclusive to decentralised programmes</i>
<ul style="list-style-type: none"> • <i>backstopping of Twinning activities;</i> • <i>attends as an observer the selection meetings and the evaluation committee meetings for the selection of MS partners;</i> • <i>endorses the Twinning Contract;</i>

² Where applicable EAR.

- provides, if necessary, the beneficiary with guidance about the procedures governing the exchange of civil servants and the Twinning arrangements in matters not covered by the standard procurement procedures;
- approves interim quarterly reports and final report.

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. The actual scope of its responsibilities varies depending upon the geographical area and the applicable management system.

2.7.1. Role of the AO in PHARE BCs (including Transition Facility)

Before EDIS

There is a Central Financing and Contracting Unit (CFCU) based in the Ministry of Finance within each BC, which is responsible for the tendering, contracting and payments of Twinning projects. Under the supervision of the CFCU, line ministries are responsible for the preparation (drafting of Twinning Contract) and implementation of Twinning projects.

The CFCU is associated in the assessment by the Delegation of the budgetary aspects of draft Twinning Contracts. Furthermore, it signs Twinning Contracts prior to notification by the Delegation and acts as the paying agent for the EU contribution to Twinning projects (see section 7.1).

Under EDIS

Once EDIS applies, the Commission waives the requirement for 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 EC Delegation relating to the financial and administrative management of Twinning projects.

*The increased **role of the AO** can be summarised as follows:*

- *Registration of MS Twinning proposals;*
- *Dispatch of Twinning proposals to 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, attending project steering committees);*
- *Approval of amendments;*
- *Approval of compliance with jointly agreed objectives of the Twinning project;*
- *Approval of final invoice and 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 CARDS, TACIS and MEDA BCs

An AO will only be created for decentralised programmes see 2.6.3 and have the competences below for those programmes.

This overall responsibility of the AO implies that it must ensure adequate 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. The AO also deals with payments 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.

Where CARDS programmes are managed by the EC Delegation, the EC Delegation will also fulfil the function of AO, in addition to the other roles attributed to the EC Delegation.

Where CARDS programmes are managed by the EAR office, the EAR office will also fulfil the function of AO, in addition to the other roles attributed to the EAR office.

*For those CARDS programmes that are decentralised, a **Central Financing and Contracting Unit (CFCU)** based in the Ministry of Finance of the BC will be the AO. The CFCU is associated in the assessment by the Delegation of the budgetary aspects of draft Twinning Contracts. Furthermore, it signs Twinning Contracts after the consultation of the Steering Committee and the endorsement by the Delegation and acts as the paying agent for the EU contribution to Twinning projects (see section 7.1). The CFCU may be asked to be responsible for tendering and contracting of private sector inputs for goods and services if the MS in question cannot arrange the tendering itself (see section 7.6).*

*For MEDA and TACIS, the **Programme Administration Office (PAO)** is the AO for the Support Programmes to the implementation of Association Agreements (AAAs), and therefore for Twinning. The PAO 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 project 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 PAO 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 PAO is set up by the Supervisory Ministry, which is the institution that signs the AAA Financing Agreement, and thus is the Contracting Authority of the Twinning Contract. It is in charge of the implementation of the AAAs in general and of the Twinning projects in particular. The Supervisory Ministry is responsible for the activities of the PAO.

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

The Supervisory's task concerning Twinning are the following:

- *Intervenes in the planning process of the AWP and signs it;*
- *Signs the Twinning Contract;*
- *Is the first responsible in the MEDA country for the good implementation of Twinning projects and respect with EC rules;*
- *Chairs the evaluation committee for the selection of proposals and a representative from BC may be the Chairperson; Communicates the selection results to the Twinning partners;*
- *Approves the activity reports.*

Specifically, the AO's role for all CARDS, TACIS and MEDA programme can be presented as follows:

- *Checks that the detailed proposals meet the required standards;*
- *Is responsible for the organisation and management of selection meetings;*
- *Is responsible for the good financial management of the Twinning project and compliance with EC rules;*
- *Is the Payment Agency (responsible for managing the funds of the Twinning project and making the payments);*
- *Monitors the implementation of the Twinning project, in close collaboration with the beneficiary institutions;*
- *Collects and archives all the documents of the Twinning project, and makes these documents available to the audit and evaluation missions.*
- *Approval of Final invoice and payment*
- *Receipt, examination and approval of all twinning project reports*

And additionally, for the MEDA and TACIS programmes:

- *Circulates the Twinning project fiches to the MS' NCPs;*
- *Receives the Twinning proposals from the MS;*
- *Dispatches Twinning proposals to beneficiaries;*
- *It may be a voting member of the evaluation committee for the selection of partners (ideally the PAO manager for Twinning);*
- *Assesses the proposed Twinning Contract in terms of content and finances;*
- *Acts as the secretariat of the MEDA Steering Committee.*

PART B

PREPARATION OF TWINNING PROJECTS

Section 3: Submission and Selection of Proposals

3.1. Call for Proposals

3.1.1 Call for Proposals

For each geographical area involved, the respective programming exercise identifies the projects suitable for implementation through Twinning.

The Twinning project fiches are circulated simultaneously to MS via the NCPs for Twinning inviting them 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 project 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 the Twinning Manual (template).

As a matter of information the call for Twinning proposals is published on the website of the Directorate General in charge.

3.1.2 Submission of Proposals

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 project fiches, proposals should follow the format in Annex C2 of the Twinning 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 quality not quantity). 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. The proposal must comply with the Twinning rules.

Note that MS that submit 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, prepared to take the lead of the project.

For each Twinning project fiche, MS institutions (administrations or mandated bodies) making a proposal may do so only once, i.e. individually or as participant in a specific consortium.

MS have approximately six to eight weeks (six weeks for a Twinning Light and eight weeks for a Twinning) to prepare their proposals. The respective deadline will be clearly stated in the email message circulating the fiche to the MS.

The deadline for reception 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 should submit proposals by email to the Commission and the BC to meet the indicated deadline. A signed paper copy must be sent afterwards.

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 the 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 (Lead partner) or as participant in a consortium (Junior partner);
- 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;
- If a Twinning project fiche contains different components, please **indicate for which component you are applying**;
- Be explicit and always indicate **which MS/s is/are presenting the proposal**; Clarify already in the introduction if the proposal is submitted by a consortium (see section 3.4);
- If the Twinning proposal foresees the **participation of a mandated body**, please make sure 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/s leading 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 how the project can be implemented with reference to the objectives and mandatory results. The proposal should be detailed enough to respond adequately to the Twinning project fiche including an indicative timetable.
- The proposals must **include the CVs in EU format of the PL and the RTA and the confirmation of their availability.**
- The proposal must be submitted in the form of **one consolidated document in word format including the CVs** of the proposed project leader and RTA (as well as of key short term experts if relevant);
- The **templates** provided in Annex C2 of the Twinning manual have to be used to submit the proposal.

3.2. Specific cases

For MEDA and TACIS:

*Once the **Delegation** considers the Twinning project fiche of good quality the **Delegation** sends the project fiche to Headquarters copying the **PAO**. Headquarters will consult line DGs especially with regard to the *acquis communautaire*.*

*After consultation with line DGs, Headquarters sends suggestions to the **Delegation** copying the **PAO** 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].*

*Once the fiche is ready for distribution and **published on internet**, the PAO notifies MS' National Contact Points for Twinning and sends the Twinning project fiche with copy to the EC Delegation, the EC Headquarters and the MS Embassies. The notification must specify the date of the selection meetings.*

For CARDS:

Twinning Fiches are prepared by the Delegation/EAR in cooperation with the BC. Input from Line DG will be requested. Finalised fiches are reviewed with reference to the Twinning rules by the Twinning Coordination Team at Headquarters. The Twinning Coordination Team sends out the twinning fiches to the NCPs and sets the deadline for reception following appropriate consultations.

3.3 Public Administrations and Mandated Bodies

The general rule is that the MS Twinning partner is headed by a public administration, even if some very specific items may be handled by private subcontractors (see section 5.11). Any MS administration is automatically eligible as a Twinning partner.

The reasoning behind assimilating certain non-administrative 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.

Therefore, a MS may propose that non-administrative bodies be mandated to implement Twinning projects according to the same conditions, as if they were an integral part of the administration. The accuracy and veracity of the information on non-administrative bodies is guaranteed 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 non-administrative 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.

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) or only ever participate in one project. 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.

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.

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 partners 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 result, 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 MS involved. The Contracting Authority (Commission, EAR, PAO or AO) will set a deadline for the final beneficiary administration to make a decision on the choice on the Member State partner.

The BC may ask the proposing MS to join forces and execute a project as a consortium, this 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 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 will make its choice based on objective criteria.

It has to be noted that there is no pre-selection by the Commission. The choice of the Twinning partner is left entirely to the BC. 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 the Project Leader and RTA counterpart;
- 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.

Feedback

The BC administrations should provide feedback for each MS who has submitted a proposal. Information on the reasons that motivate the BC's choice constitutes valuable feedback for MS administrations to plan and adapt a future strategy on submitting proposals. MS are entitled to receive such feedback.

3.5.1. Selection under PHARE, Transition Facility and Cards

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 of proposals received for each Twinning project fiche.

Selection Meetings

In the new MS working under EDIS, the AO will organise and chair meetings between the MS administrations, which have put forward Twinning proposals, and the relevant beneficiary administrations. These meetings take place in the BC concerned. Annex C3 of the Twinning manual offers guidance to MS on key points to cover during their oral presentations (confer to section 3.2 regarding incomplete proposals).

In the CC which have not yet made the transition to EDIS (Bulgaria, Croatia, Romania and Turkey), the Commission will be involved in the organisation of the selection meetings and will at least always be present as an observer.

In the Cards Countries : Once the proposals are received by the Commission Headquarters (Twinning Coordination Team), they will be briefly reviewed and then forwarded to the relevant EC Delegations and the EAR. They will check the eligibility and administrative compliance set by the Cards regulations (nationality of the RTA, etc). An administrative compliance and eligibility grid will be used. All parties involved will be provided with a table with all proposals received for

each twinning fiche. The selection will then be organised in close cooperation between the Commission (Twinning Coordination Team, relevant EC Delegation), the EAR and the Cards BC. The composition of the Selection Committee and procedure will be in line with the Practical Guide. The Commission-EAR will at least always be present as an observer. The Members of the Selection Committee will sign a declaration of confidentiality and impartiality.

A Selection Fact Sheet will be used. 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 will be completed for each MS proposal presented during the selection. A template of the Selection Fact Sheet is provided in Annex C5 of the Twinning manual as an example.

Communication of results

Before EDIS and Cards

The Commission – EAR communicates the final choices of the BC to the MS partners individually, with a copy to the MS NCP and Commission Headquarters or Delegation.

This letter 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 Commission will publish a summary of all final selections of each BC, once the selection process is completed.

Under EDIS

The AO in charge of Twinning will communicate the final choices of the Beneficiary administration to the MS partners individually, with a copy to the MS NCP and DG Enlargement. This letter will spell out rights and responsibilities and it will constitute 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 in tabular form, once the selection process is completed.

3.5.2. Selection under MEDA and TACIS

Registration of proposals

The MS are invited to submit a Twinning proposal through the circulation of the Twinning project fiches via their MS NCPs. MS submit written proposals (which have to include the elements as described under section 3.2.) to the PAO).

Proposals will then be registered and a copy of the received proposals is sent to EC Delegation by the PAO. In any case, a copy will always be sent to Commission Headquarters.

Selection Meetings

The selection and evaluation of the submitted proposals is organised in two steps. The first is the presentation of the proposals by the MS at the BC. An evaluation of the proposals done by an Evaluation Committee will then follow.

Once the relevant authority has received and registered the proposals, it organises selection meetings, with the assistance of the Delegation where appropriate. Apart from representatives of MS and Beneficiary Administrations as explained above, it will invite the following participants to the selection meetings:

- *the relevant officer from the:*
 - *Section/Department for European Integration (when applicable) (programme)*
 - *National Co-ordinating Unit(programme)*
 - *Programme Administration Office*

- *Representative from the European Commission, this representative may be from the Delegation or from Headquarters (role observer)*

Evaluation of proposals

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.

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.

In general, the European Commission designates an observer. Participation of other observers is subject to the agreement of the European Commission. For centralised programmes, the European Commission representative may be invited to be a voting member.

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 C5) will be used for the scoring for the proposals. The grid takes the qualitative aspects, the presentation, the experience of the proposed RTA, the experience of the organisation in co-operation projects, the proposed working methods, etc., into consideration.

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.

Notification of results

The Contracting Authority will be in charge of notifying the results individually to the applicant MSs via their NCP, copied to the applicant.

Where the Commission is not the Contracting Authority, the EC Delegation will always be sent copies of the notification letters. In all cases, copies of the notification letters will be sent to Commission Headquarters, and where applicable, the BC's NCP.

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.

3.5.3 Summary of registration, selection and evaluation procedures:

	Registration of proposals	Selection meetings: organisation and chair	Evaluation Committee: organisation and chair
CARDS	<i>European Commission Headquarters</i>	<i>European Commission³ (Delegation)</i>	<i>European Commission⁴ (Delegation)</i>
MEDA/TACIS	<i>Programme Administration Office</i>	<i>Chair: Contracting Authority (Supervisory Ministry or Director of PAO by delegation of tasks);</i>	<i>Contracting Authority (Supervisory Ministry or Director of PAO by delegation of tasks)</i>
PHARE before EDIS	<i>European Commission Headquarters</i>	<i>European Commission (Delegation)</i>	<i>Not applicable</i>
PHARE+ TF under EDIS	<i>AO</i>	<i>AO</i>	<i>Not applicable</i>

³ Where applicable EAR

⁴ idem

3.6. Summary of Selections

For each BC, the Commission will publish a summary of the selection, once the selection process is completed. Besides publication by the European Commission of the results of each call for proposals, the Commission publishes all selections of each BC at the end of every calendar year.

3.7. Possible Re-circulation

Should a BC find itself unable to select a 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 PHARE and the Transition Facility, the PHARE Management Committee will be informed about this transformation. Under CARDS, TACIS and MEDA, the Commission will be informed about this transformation.

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

Once the choice of the partner(s) has been made by the BC, it is entirely the duty and responsibility of both Twinning partner administrations (MS and BC) to draw up the detailed 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 contract)
- Annex I: Description of the Action - including Work Plan;
- Annex II: General Conditions applicable to EC-financed grant contracts for external Actions;
- Annex III: Budget for the Action (including co-financing part by the Final Recipient of the Action);
- Annex IV: Contract-award procedures;
- Annex V: Standard request for payment and financial identification form;
- Annex VI: Model audit certificate;
- Annex VII: Special Financial Annex;
- Annex VIII: 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 result, rather than being drowned in minute details. Moreover, the Twinning work plan should detail the input and contributions made by each of the Twinning project partners making clear **‘who does what’**.

In brief, the mandatory elements of the detailed Twinning work plan are the mandatory result (e.g. functioning phytosanitary inspection) and a long-term seconded expert (RTA, minimum 12 consecutive 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; short and medium-term expert visits; training, seminars, traineeships in MS, on-site visits, design of software, etc.

The Twinning work plan should detail 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 Twinning Contract and Work Plan under PHARE (TF) and Cards

Before EDIS and Cards

Twining partners shall submit a draft Twinning Contract with Twinning work plan and the other annexes including the budget for assessment to the EC Delegation-EAR within 3 months of notification of the selection.

EC Delegations (or EAR with assistance of the Delegation) are committed to formulating a consolidated substantial and financial feedback within no more than 4 weeks. The Financial Officer-Financial Controller will ensure that the draft twinning Contract complies with the Financial EC rules and procedures. The Delegation-EAR will verify the amended version (taking into account the Delegation’s-EAR’s consolidated comments) and will get back to the Twinning partners within a maximum of 2 weeks.

Provided the comments by the Delegation-EAR are fully addressed, the overall target is to conclude finalisation, consultation of the Steering Committee and notification within a further 6 weeks, so that projects can become operational within 6 months of the selection notification.

Under EDIS

Twining partners shall submit a draft Twinning Contract for assessment to the AO within 3 months of notification of selection.

AOs are committed to formulating a consolidated substantial and financial feedback within no more than 4 weeks. The AO will verify the amended version (taking into account the AO’s consolidated comments) and will get back to the Twinning partners within a maximum of 2 weeks.

The AO will forward the Twinning work plan to the Commission Headquarters for a consultation procedure with the concerned line DGs.

Provided the comments by the AO are fully addressed and the Commission's binding opinion is obtained and integrated into the work plan, the overall target remains that projects can become operational not later than a maximum of 6 months after notification of the selection.

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 Commission Delegation (before EDIS) or to the AO (under EDIS) within three months of the MS partner(s) being informed of their selection, the BC may review its choice of partner and 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 MEDA and TACIS

Twinning partners shall submit a draft Twinning Contract for assessment within a maximum period of 3 months from the notification of the selection to the PAO.

The PAO is committed to formulating a consolidated feedback within no more than four weeks, with assistance from the Delegation, if required. The Financial Officer/Financial Controller will ensure that the draft Twinning Contract applies the relevant EC rules and procedures. The Commission advises the PAO on the draft Twinning Contract further to the consultation of Line DGs by Headquarters.

The PAO will verify the amended version and will get back to the Twinning partners within a maximum of 4 weeks.

The overall target is to conclude finalisation of the Twinning Contract within a further 6 weeks, so that projects can become operational not later than a maximum of 6 months of selection notification.

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 **three months** of the MS partner(s) being informed of their selection, the Selection Committee may review its choice of partner and 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 arising during the preparation of the Twinning Contract.

3.9. Approval of the Twinning Contract

3.9.1. Approval of the Twinning Contract under PHARE/Transition Facility/Cards

Before EDIS and CARDS

Once the partners have agreed on the content of the Twinning Contract and annexes, they initial it and submit it for assessment to the Commission Steering Committee via the EC Delegation in the BC or via the EAR (in some of the Cards countries). Only projects considered mature for examination are submitted to the Commission Steering Committee.

The Delegation-EAR is informed of the Steering Committee's binding opinion in writing, with a copy to the partners, the CFCU 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.

Under EDIS

The Commission will no longer be involved in assessing the contractual and financial aspects of Twinning projects during the preparation of the Twinning Contracts. The role of the Commission's Steering Committee (explained below) will be limited to the issuing of 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 AO will forward the Twinning work plan to the Commission Headquarters for Steering Committees proceeding which will result in a compulsory binding opinion.

The consultation procedure normally takes 10 working days. Compliance with this opinion will be 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 AO will ensure that the requested changes have been made prior to the final signature. A copy of the Twinning Contract, which has been finally signed by the AO and notified to the project partners by the AO will also be sent to the Commission Headquarters.

Overview of Steering Committee proceedings

The Steering Committee is called upon to assess the credibility of the work plan in relation to the targeted mandatory result 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 consulted through electronic means and it meets as often as required, depending on the need for further consultation between the involved departments of the Commission.

The project is sent for consultation before being discussed by the Committee. Opinions issued by the Steering Committee can take the following forms:

- I. recommend to finance the project as presented, either
 - (i) unconditionnaly, or
 - (ii) conditionnaly;

- 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 need not be discussed at a plenary meeting.

If the Twinning work plan is recommended for conditional approval subject to a number of alterations (case I(ii) above), the modifications recommended will be of a technical nature and not fundamental. The Delegation or the AO/EAR 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 Delegation or AO/EAR. The Delegation or AO/EAR 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 Steering Committee consultation procedure.

The Commission will 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 MEDA and TACIS

The main elements of the MEDA and TACIS Twinning project fiches are annexed to:

- *the National Action Programmes (TACIS),*
- *the Annual Work Plans of the SAAPs (MEDA),*

and as such are already part of a Commission decision.

Therefore, no formal approval involving a steering committee or the TACIS/MED Committees is needed for each individual Twinning project fiche and Twinning contract. Rather they are a means to execute projects whose financing has already been agreed upon.

The Contracting Authority will submit for prior formal approval the Twinning Contract to the Commission.

The Delegation forwards a copy of the proposed informal agreement 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.

Further to the Commission's approval, the PAO will proceed with the signatory process of the contract.

3.10 Signature of the Twinning Contract

3.10.1 Signature of the Twinning Contract under PHARE

Signatories of the Twinning Contracts

On behalf of the MS

(1) The official representing a binding commitment of the government (administrative authority)

(2) The person in the administration or mandated body responsible for the implementation of the MS obligations in the Twinning project. The person responsible for the implementation of MS obligations in the project also initials all annexes to the Twinning contract.

Examples of persons who may be able to bind 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 (Land, Département or region), it may sign instead of a central administrative authority, subject to approval by the central authorities (e.g. represented by the NCP).

- **On behalf of the BC**

(1) The CFCU/AO signs the Twinning Contract and initials all annexes, expressing its overall contractual and financial responsibility.

(2) The official(s) responsible for the implementation of the Twinning project in the beneficiary administration sign(s) the work plan (Annex I) and the Budget (Annex III) expressing commitment and ownership of their administration.

Before EDIS

Before EDIS, the EC Delegation will endorse the main body of the Twinning Contract and initial all annexes, signifying ex-ante control of the budget and compliance with the opinion of the Steering Committee (acquis).

Who signs what in Twinning - PHARE before EDIS

	<i>Beneficiary Administration</i>	<i>CFCU</i>	<i>Lead MS</i>	<i>Commission (Delegation)</i>
Twinning Contract (including Work Plan and Budget)		X	X	X (endorsement)
Work Plan and Budget	X		X	

Under EDIS

After conferral of management authority, the AO will assume sole responsibility for all functions previously performed by the EC Delegation. This will include 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 finally signed contract. To express this responsibility as well as its overall contractual and financial responsibility, the AO signs the main body of the contract and initials all annexes. The host administration signs the Twinning work plan (Annex I) and the budget (Annex III) to express its commitment and ownership of the Twinning project.

Who signs what in Twinning - PHARE under EDIS / Transition Facility:

	<i>Beneficiary Administration</i>	<i>Administrative Office</i>	<i>Lead MS</i>
<i>Twinning Contract (including Work Plan and Budget)</i>		X	X
<i>Work Plan and Budget</i>	X		X

Signatories in the case of a MS consortium

Where MS have formed a consortium to implement a Twinning project, the MS signatories of the Twinning Contract will be from the MS which has been designated as Project Leader.

A general mandate is required (see Annex VIII to the Twinning Contract) from the other MS partners to the Project Leader which gives the Leader the power to commit their administrations and take any project implementation decisions on their behalf.

In addition to the general mandate, the MS in the consortium will also need to reach agreement on detailed working and financial arrangements and will define these in an intra-consortium agreement (see section 4.3). This intra-consortium agreement must be signed before the submission of the draft Twinning Contract either to the EC Delegation (before EDIS) or to the AO (under EDIS).

3.10.2 Signature of Twinning Contract under MEDA and TACIS

Signatories of the Twinning Contracts

Twining Contracts will be signed by:

- *on behalf of the Contracting Authority, the authorised officer;*
- *on behalf of the MS, the person in the administration or entitled body responsible for the implementation of the MS's obligations in the Twinning project, and a person representing a binding commitment by the government (administrative authority);*
- *on behalf of the BC, the person responsible for the Twinning project in the beneficiary administration, and a person representing a binding commitment by the government (administrative authority);*
- *on behalf of the Junior Partner (MS) for the work plan and the mandate, the person in the administration or entitled body responsible for the implementation of the MS's obligations in the Twinning project, and a person representing a binding commitment by the government (administrative authority).*
- *N.B : If the Commission is not the contracting Authority, the Commission will endorse the contract.*

In general, CARDS programmes are deconcentrated but not de-centralised, although some programmes are de-centralised. THE EAR is involved for some BC in the indirect management. MEDA and TACIS programmes are deconcentrated and de-centralised.

3.10.3 Signature of the Twinning Contract under CARDS

In the case of CARDS de-centralised programmes, as it is for MEDA and TACIS and PHARE (TF), the BC signs the Special Conditions of the Twinning Contract and the Commission endorses, the Contracting Authority being the administrative office (CFCU) for CARDS programmes and the Supervisory Ministry (the institution having signed the corresponding Financing Agreement as "Beneficiary") for MEDA and TACIS programme.

Who signs what ?

<i>Signs</i>	<i>Lead Member State</i>	<i>Junior Member State</i>	<i>Administrative office (BC): CFCU/ PAO</i>	<i>Beneficiary Administration</i>	<i>Commission/ EAR (where applicable)</i>
<i>Special Conditions (not decentralised)</i>	X				X
<i>Special Conditions (de-concentrated and de-centralised)</i>	X		X	X	<i>Endorsement</i>
<i>Annex I (Work Plan)*and annex III (budget) (not decentralised)</i>	X			X	
<i>Annex VIII Mandate given to lead MS(all cases)</i>		X			

* In the case of de-centralised programmes, the BC and MS sign the Twinning Contract's Special Conditions. In the case of non de-centralised programmes, signature from the BC is required for the Twinning Work Plan (Annex I) as it does not sign the Special Conditions.

Signatories in the case of a MS consortium

Where MS have formed a consortium to implement a Twinning project, the MS signatories to the Agreement will be from the MS which has been designated as Project Leader.

- The Commission will require a general mandate (see Annex VIII to the Twinning Contract) from the other MS partners to the Project Leader which gives the Leader the power to commit their administrations and take any project implementation decisions on their behalf.

In addition to the general mandate, the 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, EAR or Headquarters), to the PAO or AO.

3.11 Notification of the Twinning Contract

3.11.1 *Notification of the Twinning Contract under PHARE (Transition Facility)*

Before EDIS

Once the Twinning Contract has obtained full approval of the Commission, the EC Delegation is in charge of legally notifying the partners. In cases where Twinning Contracts examined by the Steering Committee were not yet fully signed (only initialled) partners are requested to fully sign the Twinning Contract. Five originals of the fully signed project Twinning Contract (one each for the partners, one for the CFCU, one for the Delegation and one for the Commission Headquarters) are required.

The Head of Delegation or statutory Commission staff designated by him/her signs the Twinning Contract to signify Commission endorsement. The Delegation then transmits the Twinning Contract to the CFCU and requests it to sign the Twinning Contract.

The Delegation then notifies the partners of signature and endorsement, attaching the appropriate originals, and sends a copy of the signed, endorsed and notified Twinning Contract to Commission Headquarters.

The date of this notification by the Delegation signifies the legal starting date of the legal duration as well as the first possible starting date for the implementation of the work plan of the project or reimbursement for presence of the RTA in the BC. No costs incurred before that date may be covered out of project funds, except those related to costs incurred for its drafting, subject to the provisions under section 5.2 and Annex VII to the Twinning Contract.

Under EDIS

Once the Commission Headquarters has issued its binding opinion on the relevance of the Twinning work plan with respect to the EU acquis and has transmitted it to the AO, the AO must verify that the project partners have duly integrated the Commission's comments on the work plan, if any. The AO must also ensure that the beneficiary administration has signed the work plan and budget.

Following this two-fold verification, the Twinning Contract is ready for signature by the AO and the project can be launched.

Four originals of the signed Twinning Contract (one for each of the administrative partners, one for the AO and one for the Commission Headquarters) are required. The AO then notifies the partners of signature attaching the appropriate originals and also sends a copy of the signed and notified Twinning Contract to Commission Headquarters.

The date of this notification by the AO signifies 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 presence in the BC of the RTA. No costs incurred before that date may 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 VII to the Twinning Contract.

3.11.2 Notification of the Twinning Contract under CARDS, MEDA and TACIS

Once the Twinning Contract is signed by all parties, the Contracting Authority is in charge of legally notifying partners. In the cases in which the Contracting Authority is not the Commission, a copy of the notification will be sent to the EC Delegation/EAR and Commission HQ.

One original copy of the Twinning contract is required for each signatory and the Commission in case it endorses it. A copy of the signed, endorsed and notified Twinning Contract will be sent by the EC Delegation/EAR or the relevant Contracting Authority to Commission Headquarters.

*The date of this notification signifies 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 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 VII to the Twinning Contract.***

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 result.

Twining 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 result being achieved.

The mandatory result required will have already been set out in the Twinning project fiche. However, in developing the Twinning work plan, the mandatory result 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.

- The mandatory result must be well defined, focused and achievable;
- The mandatory result must make a specific and direct contribution to Institution Building in the BC;
- The mandatory result must be concrete, clearly measurable for control purposes.

Given the size and complexity of Twinning projects, it is always necessary to break the project down into different components with specific outcomes (benchmarks), which contribute to the achievement of the overall mandatory result.

The Twinning work plan must clearly identify these components and the steps needed to achieve them. This includes all components, which are necessary to meet the overall project objective and therefore includes components, which are the sole responsibility of the BC. 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 overall mandatory result;
- Components must be directly linked to an identifiable element/section in the budget (see section 5).

A template for the work plan is provided in Annex I to the Twinning Contract.

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 result and in general good project management. Achievement of benchmarks will also be an important part of the regular monitoring 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.

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.

- 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 minimum of one month for the installation and orientation of the RTA, before scheduling short term activities.

Duration

The implementation period of the Twinning project (i.e. legal duration of the twinning contract) must be longer than the duration of the Twinning work plan. The legal starting date of projects is determined by the date of notification of endorsement or signature of the contract by the contracting authority.

In the vast majority of cases, the RTA will not arrive in the BC immediately and the Twinning work plan will only kick in, once s/he has been in place for a few weeks. **It is therefore recommended to add approximately 2-3 months to the duration of the Twinning work plan to define the total duration of the Twinning Contract.**

The end of the project must comply with the requirements of the deadline for implementation of the relevant Financing Instrument, 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. 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 useful instrument for ensuring good co-ordination is a Project Steering Committee. The more actors are involved (MS consortia and/or different BC ministries), the more such a mechanism is likely to be useful and necessary and should be foreseen in the Twinning work plan.

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 is to be financed through the proceeds of the 'twinning management costs' compensation.

The RTA(s) will report 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. 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.

- 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).
- The Commission requires a general mandate (see Annex VIII 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's 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's day of arrival.

- All infrastructure requirements should be specified in the Twinning Contract, Twinning work plan and budget;
- Only a provision limited to **5.000€** for miscellaneous supplies is eligible for EU funding (see section 5.10). This will only be available in very restricted cases, subject to evidence of the BC's 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's 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 input are:

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 a minimum of 3 days per month including one visit every 3 months (more for complex projects) is allocated.
RTA(s) ⁵	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	Officials or assimilated staff with specialist knowledge working on specific project components. Includes specialist support services e.g. providing BC with access to databases.	Varies. Specified by number of 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 official 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; s/he directs the implementation of the project.

There will normally be a trade-off between seniority and the time available for the project. The Project Leader may not be able to devote a significant amount of time due to other obligations.

A minimum has been recommended as **3 days per month with an on-site visit at least every 3 months**; more complex projects will require more attention.

⁵ It is advisable for the work plan to foresee a period of 2 to 4 weeks at the beginning, during which the RTA is given a chance to acquaint himself with his/her new working environment and sort out his/her practical living arrangements.

4.5.3. The Resident Twinning Adviser (RTA)

The RTA requires 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.

A balance will have to be struck – 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 an 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 the MS 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.

4.5.5 Staff Origin

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.

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

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 contractor (public or private)

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.

4.7. Translation and Interpretation

4.7.1 Language/project assistant for the RTA

To facilitate the work of the RTA, experience has shown that **a full time assistant (BC national), who deals with both translation, interpretation and other general project issues on a daily basis is essential.** Provisions must be made in the budget for this cost. Recruitment must take place in accordance with standard rules for subcontracting, as outlined in section 7.6. Please note that project assistant remunerated by the Twinning project budget may not have or recently (past 6 months) have had any contractual relationship with the final Beneficiary Administration.

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.

4.7.2. Translation

In designing a Twinning project, the justified need for translation should be foreseen. Provision may be made in the project budget (see section 5.9) for translation work. Regarding the translation of the EU acquis, it should be carefully checked, whether this translation is not yet available.

4.7.3 Interpretation

Justified provision should also be made for the need for interpretation for seminars, key meetings or other project activities (see section 5.9 for general language issues). It is recommended that local resources should be used for cost reasons. If the volume of interpretation is considerable, the option of concluding a framework agreement should be considered.

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. 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 reserved for a small number of BC specialists and limited in time (3-5 months). 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 result'. 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 5.10).

4.10 Summary project presentation

<p>Project substance</p>	<ul style="list-style-type: none"> • Statement of the relevant acquis or policy objective; • The mandatory result must be well defined and the project reference code should be clearly stated; • 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; • Responsibilities must be clearly distributed between the MS and the BC.
<p>Supporting documents (Annex A of the Twinning manual sets the correct order and format for the presentation of a complete Twinning project)</p>	<ul style="list-style-type: none"> • CVs of the RTA, both Project Leaders and other <u>main</u> experts must be attached; in EU format; • RTA's basic salary should be attached; • Mandate from partner MS to the lead MS.
<p>Practical/technical points</p>	<ul style="list-style-type: none"> • The Twinning Contract must be signed by both the BC and MS; • 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); • The Twinning Contract must contain <u>full and updated</u> contact details of the individuals directly involved; • The pages of the Twinning Contract including the annexes must be numbered and dated.

Section 5: The Twinning Project Budget

5.1. The Project Budget

(Annex III to the Twinning Contract)

5.1.1. Content of the budget

All Twinning Contracts comprise a Twinning work plan, accompanied by a detailed budget, respectively Annexes I and III to the Twinning Contract. The Twinning budget is presented in the format of an activity based budget. 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.

5.1.2. Eligible costs

The following is a non-exhaustive list of costs, which may be funded by the envelope allocated for the implementation of Twinning projects as foreseen in the twinning contract. They are eligible for funding and may be charged against EU funds earmarked for that Twinning project. Each category will be described in more detail in the following chapters of this section.

- Costs arising during the preparation of the Twinning Contract (and annexes), subject to ceiling and conditions (from the date of notification of selection until the signature of the Twinning Contract);
- Resident Twinning Advisers: full-time secondments for long periods to the BC of MS Resident Twinning Advisers (at least one per project);
- Project Leader and short- and medium term experts: Project Leader who has overall responsibility for the project; tasks requiring the assistance of highly specialised experts will be accomplished by carefully scheduled one-off or repeated missions of short or medium duration;

- Supplies and services: Twinning projects may sometimes need intangible supplies (such as computer software) vital to the working of the new system, and services (translation, data exchange, access to networks, etc.) or in exceptional and duly justified cases the input of private sector experts.
- Travel expenses: MS staff travel will be reimbursed and they are entitled to per diem allowances. The budget should include a provision to cover changes in prices and per diem rates.
- 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 professional or other organisations to which MS have delegated institutional functions. In most cases, training for trainers should have first priority.
- Preparatory and follow-up work outside the BC, management and accounting: costs incurred by MS in managing the project will be financed through the proceeds of the 'twinning management costs' allowance explained under section 5.8.
- Translation and interpretation costs;
- Audit costs
- Provision to cover changes in prices (see sections 5.6.3 and 7.7).

5.1.3. Structure of the budget

Apart from the expenditure incurred for the RTA (salary, non-wage labour benefits, and all other allowances) and apart from other general budget items (for example, provision for changes in prices-see below), the basic building blocks of the budget are:

a) **Activities** (e.g. an expert visit, a seminar), listed as distinct budget lines and more generally

b) **Components** linked to a Mandatory result (e.g. law drafted, organisation chart designed, staff trained)

Each activity is defined in terms of the specific precise result it is expected to produce. It must be assigned a separate number and include all the different cost components needed for implementation and nothing else.

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 line. There must be a precise, legitimate reason for including a number of activities in a single budget line. 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 section 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 section.

Similarly, short-term visits by experts usually have one budget section 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 section.

Although it may be possible to enter a cost in any one of a number of budget sections, 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 an applicant country, three to help set up a computer system and one for a training seminar. The latter will be indicated in the budget section for 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's 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's 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's permanent assistant is shown in the permanent assistant's own individual section, even though s/he occasionally helps with the interpreting for a seminar. Even if the seminar is cancelled, the RTA's permanent assistant is still paid full time despite the cancellation.

Please note a careful distinction between the individual budget lines (linked to the different twinning project activities) and the more general budget components (linked to the different mandatory results). This distinction is very important in view of the rules governing changes to the twinning budget.

Indeed, within one budget component (linked to one mandatory result) budgetary changes (involving the budget lines/activities) within that same budget component can be made through side letters. However, Budgetary changes between different budget components require an addendum. For more details see section 6.6.

A template for the budget is provided in Annex III to the Twinning Contract.

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

5.2.1. Drafting the Twinning Contract and Twinning Work plan

Only costs incurred by the designated main and junior partner MS Project Leaders and/or RTA (no other experts authorised) **can be reimbursed in so far as they relate to a period of maximum six months starting as from the date of the official notification of selection issued to the selected Member State partners. Moreover, this reimbursement of preparatory costs** can only take place if the finalised twinning contract is subsequently signed before the end of this 6 month's period and if the aforementioned six months' period falls within the validity of the relevant Financing Decision for the relevant EU Programme.

The Commission reserves the right to shorten the aforementioned period of 6 months in view of specific circumstances.

Rates according to the staff category are chargeable, subject to the following ceilings:

For Twinning Contracts up to and including 1 M€

- 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 1 M€

- 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

Actual payment is subject to notification of endorsement/signature of final approval of the Twinning Contract by the Commission/administrative office. 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 two-day 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 III 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 notification of endorsement/signature of final approval of the Twinning Contract by the Commission/Administrative Office.

5.3. Resident Twinning Advisers

5.3.1. General principles

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 s/he would have received had s/he 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 III to the Twinning Contract).

In addition to his normal salary, the RTA will:

- receive a subsistence allowance set by the Commission for the entire duration of the secondment without revision.

In addition, the following items will be reimbursed (against proof of payment) according to a scale applying to all MS

- Rental fees for accommodation. RTAs are expected to find housing and register with the authorities without assistance from the Commission. In practice, however, it is likely that RTAs will be able to obtain advice from their own Embassies, Commission Delegations/Representations and the BC administrations for which they 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 with family, limited if single);
- 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 VII 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 mission (per diem and travel costs) without any additional expert fees. 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's 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.

Expenditure on the provision of working facilities (offices, furniture, computer, telephone, fax, etc.) for the RTA will be the responsibility of the host administration in the BC (see section 5.12).

By contrast, the BC Project Leader will continue to be paid by his/her employer without an EC contribution.

5.3.2. 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 5.3.1 and 5.4).
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 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.

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** (maximum two years ago) 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 for their salary 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.

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

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.

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.

The financial contribution of the EU programme to the staff costs of short and medium-term missions is **250€day** for **civil servants or acting civil servants**.

MISSIONS OF STAFF FROM MANDATED BODIES: Definition of three expert categories and their respective rates of reimbursement

- **Class 1 expert: Rate of reimbursement per day worked in BC: 250€**

Personal experience in the implementation of institutional aspects targeted by the Twinning project: minimum 3 years, preferably 5 to 8 years

- **Class 2 senior expert: Rate of reimbursement per day worked in BC: 350€**

Personal experience in the implementation of institutional aspects targeted by the Twinning project: minimum 8 years, preferably up to 15 years.

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 Community languages widely spoken in the administration of the BC.

- **Class 3 special counsellor: Rate of reimbursement per day worked in BC: 450€**

Personal experience in the implementation of institutional aspects targeted by the Twinning project: minimum 15 years, preferably up to 20 years.

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).

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 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 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's 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.

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 per diems, on the other hand, will correspond to the number of nights spent in situ 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.

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 'project management costs' compensation detailed under section 5.8..

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 5.9).

5.6. Travel & Per Diem

5.6.1. Travel

- 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 0.25 Euro/km, regardless of whether the car used is private or rented or a taxi. Where several experts jointly make use of a car, the reimbursement will be made only once.
- Travel costs are always considered to be reimbursable costs, estimated in the budget and invoiced at the actually incurred rate;
- The only exception is the monthly travel ticket allowance paid to RTAs under certain circumstances (see Annex VII 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 CARDS, TACIS and MEDA. The same applies to travel by BC staff within a MS, unless these costs fall under the per diem allowance.

Under PHARE and the Transition Facility only costs for travel by BC officials within a MS may be eligible for reimbursement.

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 current rate published by the Europe Aid Co-operation Office on their website (http://europe.eu.int/comm/europeaid/index_en.htm) at the time of the mission applies. **The rate can therefore vary over the lifetime of the project, depending on the moment when the mission takes place.**

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

BC staff travelling to a MS in the framework of a Twinning project are 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 time of the signature of the Twinning Contract 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 will be 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 will be carrying out various tasks in the BC, one of which might be to speak at a seminar. S/he will not be entitled to additional fees or per diems, in excess of what has already been budgeted, for doing so. Other costs might relate to provision of:

- training documentation;
- interpretation (see section 5.9);
- transport for on-site visits, etc.;
- infrastructure facilities – in normal circumstances, it is expected that the BC will bear the costs for providing a suitable venue/equipment for training in the BC. In exceptional circumstances, where this is impossible, the respective EU programme will provide funding to cover fully justified expenses. A thorough, written justification by the BC Project Leader will be required.

If any part of the training is sub-contracted to the private sector, the respective MS/administrative office, will apply the relevant procurement procedures (see section 7.6). If the training takes place in the BC, the BC will cover 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.

Some of these principles can be listed as follows :

- 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 those 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 between the respective administrations involved in the Twinning project.

The BC covers the transport costs for staff from BC to MS for the purpose of participating in study visits and/or trainee/internships. For CARDS, TACIS and MEDA, those may be covered by the project budget. Daily allowances for BC trainees are eligible for funding through the project.

They are intended to cover costs for food, overnight accommodation and local (in-town) transportation. For traineeships of more than 2 months the daily 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 expert fees of MS experts accompanying ad hoc practical traineeships 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. Other reimbursable costs incurred by the MS host administration must be detailed in the budget according to the same principles as for other training activities. Small incidental costs may be charged to the budget with a lump sum (maximum 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 III (Budget) to the Twinning Contract may not include expert fees or other any fees 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 seminar 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.

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 will retain a proportion ranging from 10-20% 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 will be entitled ‘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. Translation and Interpretation

The RTA should have a full time project assistant for the purposes of translation, interpretation on a daily basis and general project duties at his/her disposal. 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 may **not** 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.

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.

In the case of translation of legislation, Project Leaders must check with the relevant Translation Co-ordination Unit, whether the EU has already funded a translation.

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.

5.10. 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.

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

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

Office Equipment and supplies

From the day of the RTA's 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 5000€ may be procured to ensure that the implementation of the project can proceed smoothly. The Contracting Authority/Administrative Office 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.

5.11. 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 administrative office or by the Member State 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.

- 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.
- The MS Project Leader must ensure that all supporting documents for invoices are kept for audit purposes.

5.12. 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. Under PHARE and the Transition Facility travel costs for BC staff travelling to a MS or between MS are not eligible for funding by the project budget. Under CARDS, TACIS and MEDA, the costs referred to section 5.6 are eligible for funding by the EU Programme.
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 5.10). 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,
 - secretarial support,
 - access to information.
4. Costs for indirect taxes (VAT) cannot be covered by Community funds. 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.

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.

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.

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 will last 7-10 months in total.

The RTA will be expected to be in place within three months following notification of signature / endorsement 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 the 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 result. 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 Commission/administrative office of the **2nd interim quarterly report** (see section 6.4), a review will **systematically** be undertaken. The review will be conducted by

- the Commission (in the case of PHARE countries before EDIS), or by the Commission/EAR/CFCU (CARDS)
- the administrative office (in the case of PHARE countries under EDIS, and MEDA/TACIS).

The review will be conducted in consultation with the partners. It may lead to reorientation of the project or, in extreme cases, withdrawal of financing, i.e. termination of the project.

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

- the BC, the MS and the Commission Delegation (PHARE before EDIS); or the BC, the MS and the Commission Delegation/EAR (CARDS)
- the BC, the MS and the AO (PHARE under EDIS and MEDA/TACIS).

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

- The Project Leader of the MS will be required to submit formal reports and the Project Leader of the BC will be fully involved in this process (see section 6.4);
- The proper implementation of Twinning projects may be assessed in the framework of 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 project implementation, to properly evaluate the results and ensure high quality for the current and future projects.

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. S/he 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>PHARE before EDIS</i>	<i>PHARE under EDIS</i>	<i>CARDS</i>	<i>MEDA/TACIS</i>
<i>COMMISSION</i>	<i>X</i>		<i>X</i>	<i>X_I</i>
<i>ADMINISTRATIVE OFFICE</i>	<i>X</i> <i>(CFCU)</i>	<i>X⁶</i>	<i>X</i>	<i>X_I</i>

- Reports must contain, as a minimum, the information detailed below. 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 one copy should be sent at the same moment to the Commission.

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' 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 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.
5. Provide recommendations.

The financial part of the interim reports, must document the actual expenditure in relation to budgeted expenditure.

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 as defined in article 2 of the General Conditions 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;
- Achievement of mandatory results: 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, 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 audit certificate from a recognised, independent auditor, following the template in Annex VI 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 II of the Twinning Contract) and recover the not substantiated amounts already paid.

6.5. Evaluation

The Commission will, at regular intervals, contract independent experts 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

6.6.1. Changes to a Twinning Contract

The work plan of a Twinning project needs to be prepared and agreed in detail before the twinning project is launched, 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. **There should be no change to the mandatory results defined in the work plan but the means of achieving these may be adapted to circumstances, with the activities initially planned being adjusted or replaced by others.**

Twinning contract modifications can only be made within the period of implementation of the Contract. The modifications will only apply to subsequent implementation and **cannot apply retroactively**.

Referring to the budgetary changes, please note that the breakdown of costs in a Twinning budget (Annex III) follows the logic of the work plan (Annex I) (RTA, delivery of a seminar, expert mission on a particular topic, elaboration of training material, etc.). Each activity must be clearly identifiable and numbered as an individual budget line. 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 Budgetary changes cannot affect the structure – definition of the budget, only its implementation.

In Twinning, the following **principles**, generally valid for all grants, must always apply:

- A twinning contract grant beneficiary's request for grant contract modifications should not be automatically accepted by the Contracting Authority. Such requests must be properly substantiated. The Contracting Authority must examine the reasons given, and reject requests which have little or no substantiation.
- The modifications must not have the purpose or the effect of making such changes to the contract as would call into question the contract grant award decision or be contrary to the equal treatment of applicants.
- **Twinning Grant contracts can only be modified within the lifetime of the contract; modifications cannot be made retroactively.**
- The maximum amount of the contract grant cannot be increased.
- Any modification extending the performance period of the contract must be such that implementation and final payments can be completed before the expiry of the financing decision, and as the case may be of the execution period of the financing agreement under which the initial grant contract was financed.

Requests for contract modifications to grant contracts must be made (by one contracting party to the other) allowing at least 30 days for the addendum to be signed before the modifications are intended to enter into force.

Concerning budgetary changes the following principles apply:

- 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; redeployment of the budget may not have the purpose of increasing the fixed fees and rates.
- Each Twinning project must include a full-time Resident Twinning Advisor, 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. The budget should officially be reallocated before the new activity can be implemented. Activities implemented before being officially entered into the budget will not be financed. The notifications must be made by a secure means of communication, so that dispatch can be proven in the event of dispute.

Changes to the Twinning Contract can be made through two procedures:

- **Addendum**
- **Side letter (Administrative order)**

6.6.2. Addenda

The following changes to a Twinning contract require an addendum:

- **For Phare:** the Acquis Communautaire related to the project / **For Cards, Tacis and Meda:** the relevant field of co-operation with the EU. (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
- Legal duration (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 most of the MS' short term experts present in the BC an addendum is not needed).
- Identity of the MS and BC Project Leaders, the RTA and the principal MS short-term experts (Article 6 of the Work plan)
- Interruption or termination of the Twinning contract before completion
- Suspending the funding or lifting the suspension of funding for a twinning project.

In Phare, including Transition Facility and CARDS, the binding opinion of the Steering Committee at Headquarters shall be requested on the above mentioned proposed changes.

Specific budgetary changes through addenda:

For Phare (TF) and Cards:

The budgetary changes are summed up after each side letter. Once the total amount of modifications via side letters reaches of 10% of the total budget, any further modification (independent of its size) to the breakdown of costs (budget) should be done via an addendum to the Twinning Contract, including full approval of the two Project Leaders plus the AO (post EDIS) or CFCU and EC Delegation/EAR (prior to EDIS).

For Meda and Tacis :

Reallocation of appropriations by the Project Leaders within the same budget heading or a transfer between budget headings beyond an amount of 15% of the amount originally entered under each relevant heading.

Region	Signatures of the Addenda	Addenda to be submitted to:	Who decides what?	Approval of the addendum
PHARE before EDIS	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. MS PL can delegate RTA to sign side letters on his/her behalf	The Addendum is submitted to the EC Delegation and the CFCU	The EC Delegation is entitled to agree or refuse endorsement of addenda on behalf of the Commission. It must request a binding opinion from Commission Headquarters before agreeing addenda concerning: <input type="checkbox"/> interrupting or ending a Twinning Contract before completion. <input type="checkbox"/> Suspending the funding or lifting suspense of funding for a project <input type="checkbox"/> changing the mandatory result targeted by the Twinning Contract, <input type="checkbox"/> replacing the MS administration or mandated body initially responsible for the Twinning Contract, <input type="checkbox"/> removing or adding partner MS, <input type="checkbox"/> replacing the MS Project Leader, <input type="checkbox"/> replacing an RTA., <input type="checkbox"/> changing legal duration.	If the Commission agrees, the Delegation requests the written approval of the CFCU / signature and notifies both Project Leaders with the text of their addendum bearing the signed acceptance of the CFCU and the Delegation. The addenda are drawn up in four copies: One for each administrative partner, one for the Commission and one for the CFCU. The addendum is considered as valid on the date of this notification.
PHARE under EDIS	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. MS PL can delegate RTA to sign side letters on his/her behalf	The Addendum is submitted to the Administrative Office	The Administrative Office is entitled to agree or refuse endorsement of addenda. It must request the binding opinion of the Commission Headquarters before agreeing addenda concerning: <input type="checkbox"/> interrupting or ending a Twinning Contract before completion. <input type="checkbox"/> Suspending the funding or lifting suspense of funding for a project <input type="checkbox"/> changing the mandatory result targeted by the Twinning Contract, <input type="checkbox"/> replacing the MS administration or mandated body initially responsible for the Twinning Contract, <input type="checkbox"/> removing or adding partner MS, <input type="checkbox"/> replacing the MS Project Leader, <input type="checkbox"/> replacing an RTA, <input type="checkbox"/> changing legal duration.	The Administrative Office sends to both Project Leaders the text of their request bearing the signed acceptance of the Administrative Office. The addendum is considered as valid on the date of this notification
CARDS	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. MS PL can delegate RTA to sign side letters on his/her behalf	The Addendum is submitted to the Commission EC Delegation /EAR Office and the CFCU (where applicable)	The EC Delegation/EAR Office is entitled to agree endorsement of addenda. It must request a binding opinion from Commission Headquarters before agreeing addenda concerning: <input type="checkbox"/> interrupting or ending a Twinning Contract before completion <input type="checkbox"/> Suspending the funding or lifting suspense of funding for a project <input type="checkbox"/> changing the mandatory result targeted by the Twinning Contract, <input type="checkbox"/> replacing the MS administration or mandated body initially responsible for the Twinning Contract, <input type="checkbox"/> removing or adding partner MS, <input type="checkbox"/> replacing the MS Project Leader, <input type="checkbox"/> replacing an RTA, <input type="checkbox"/> changing legal duration.	The Delegation/EAR Office approves and signs the addendum and notifies both Project Leaders. For decentralised programmes, the Delegation/EAR Office requests the written approval of the CFCU / signature and notifies both Project Leaders with the text of their addendum bearing the signed acceptance of the CFCU and the Delegation/EAR Office. Addenda are drawn up in four copies: One for each administrative partner, one for the Delegation/EAR Office and one for the CFCU (if applicable). Commission Headquarters will always be sent a copy of the addendum. The addendum is considered as valid on the date of this notification.
MEDA and TACIS	The addendum is drafted and signed by the signatories of the Twinning Contract, and has to be approved and endorsed by the Commission : 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 to the PAO , and a copy to the Commission, at least one month before the date on which the amendment should enter into force.	The PAO 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 approved, signed and endorsed, the PAO notifies both Project Leaders with the text of their addendum bearing the signed acceptance of the PAO and the Commission. Addenda are drawn up in four copies: One for each administrative partner, one for the PAO and one for the Commission. Commission Headquarters will always be sent a copy of the addendum. The addendum is considered as valid on the date of this notification.

6.6.3. Side letters (Administrative orders)

If the change sought does not concern one of the points listed in section 6.6.2, side letters (administrative orders) to contracts suffice where

- The change does not affect the basic purpose of the project
- Reallocation of appropriations are made within budget components
- **For Phare and Cards :** Reallocations of appropriations are made inside a budget component or between budget components for a cumulated amount under 10% of the total budget for the Twinning project. The budgetary changes are summed up after each side letter, as explained under Section 6.6.2.
- **Meda and Tacis:** Reallocations of appropriations are made within the same heading or between budget headings for an amount of up to 15% of the amount originally entered under each relevant heading.

The two Project Leaders (MS and BC) can autonomously and jointly decide on a side letter (administrative order), 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 (administrative order) to the Twinning Contract, which lays down the change. MS PL can delegate RTA to sign side letters on his/her behalf.

<i>Side Letters (Administrative Order)s to be notified to:</i>	<i>PHARE before EDIS</i>	<i>PHARE under EDIS</i>	<i>CARDS (EAR where applicable)</i>	<i>MEDA</i>
COMMISSION - DELEGATION	X		X	<i>copy</i>
ADMINISTRATIVE OFFICE	X	X	X (decentralised programmes)	X

The Twinning Contract is considered to have been changed on the date of the latest 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.

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 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 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's secondment terminates at the end of the project.

6.7.2. Termination of the Twinning project

Article 12 of the General Conditions (Annex II) 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 administrative office 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 (PHARE before EDIS, CARDS,) or the administrative office after agreement with the Commission (PHARE under EDIS, MEDA, TACIS) may also halt funding of the project by giving three months' notice in writing to the BC and 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 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, s/he should report at least quarterly on the financial situation to the Project Leader. The Project Leader should integrate the RTA report into the project financial statement sent quarterly to the administrative office. 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 5000 € for equipment and a ceiling of 5.000 € per process for services), reimbursement will be made in the framework of the overall settlement of accounts. For all other private sector inputs above this threshold, the administrative office is the contracting authority. However, the parties may agree to assign all private sector contracting to the administrative office, subject to prior approval of the respective EC Delegation, where applicable.
- All payments are subject to presentation of either a request for pre-financing or an invoice.
- Requests for pre-financing and invoices must bear the original signature of the Member State 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 (www.europa.eu.int/comm/budget/inforeuro/files.htm), **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:**

PROGRAMME	PAYMENTS
PHARE AND TRANSITION FACILITY	→ BEFORE EDIS: CENTRAL CONTRACTING AND FINANCE UNIT → UNDER EDIS: ADMINISTRATIVE OFFICE
CARDS	→ EAR MANAGED: EAR → DECENTRALISED (BC MANAGED): CENTRAL CONTRACTING AND FINANCE UNIT → DECONCENTRATED (DELEGATION MANAGED): EC DELEGATION
MEDA/TACIS	→ SUPERVISORY MINISTRY

7.2. Payment Procedure

Article 15 of the General Conditions (Annex II) 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 implementation period mentioned in article 2 of the Special Conditions as financed by Community funds, within 45 days of receipt of:
 - the Twinning Contract signed by both parties,
 - a request for payment conforming to the model attached as Annex V to the Twinning Contract.

The budget (excluding private sector services contracted by the administrative office/PAO **and excluding the provision for changes in prices**) 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 445.000 Euro for a period of nineteen months can request a pre-financing of $\underline{445.000 \times 12/19 \times 80\% = 224.842 \text{ €}}$.

- **Follow-up pre-financing (2nd, 3rd, 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 have been consumed, a subsequent pre-financing payment equivalent to the amount mentioned in article 4 of the Special Conditions may be requested. 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 result has been achieved, the MS Twinning partner may submit its final invoice, together with the final global financial report accompanied by the audit certificate.
- 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 AO's or PAO's recording a request for final payment, conforming to the model attached as Annex V 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.

As regarding any interest or equivalent benefits accruing from pre-financing paid by the Contracting Authority to the Beneficiary shall be mentioned in the interim and final reports and refunded to the Contracting Authority at its request, in accordance with Article 18 of the General Conditions (Annex II to the Twinning contract). They are not taken into account when calculating the sum total of pre-financing under the Contract.

The MS body responsible for the implementation of the Twinning project is also liable for reimbursement of any unused pre-financing to RTAs according to invoices/detailed financial report accepted by the Payment Agency (see section 7.1).

7.3. The audit certificate

The final financial report must be accompanied by an Audit certificate 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 audit certificate can be provided by a national institution for independent external auditing for instance the Court of Auditors.

If the MS implementing organisation cannot itself provide an audit certificate in support of the final invoice, an audit 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 audit certificate 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 Audit certificate is provided in Annex VI to the Twinning Contract. The provisions for external audit, as stated under Article 15.6 of the General conditions apply.

7.4. 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 European 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 European Court of Auditors is independent from the Commission. It is responsible for checking expenditure by the Community regarding compliance with relevant legal provisions and principles, the soundness of financial management and the achievement of objectives. The European Anti-Fraud Office (OLAF) is a Commission service, which has the objective of fighting fraud, corruption and any other irregular activity, including misconduct within the European Institutions.

OLAF achieves its mission by conducting, in full independence, internal and external investigations.

The BC and the MS will allow the European Commission, OLAF and the European 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.

7.5. Services Rendered and Documentation in Support of Invoices

7.5.1. Endorsement by the Beneficiary of Services Rendered

On the basis of detailed invoices in accordance with the breakdown of costs as detailed in the budget (Annex III to the Twinning Contract), 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.

When it comes to payments for PHARE and the Transition Facility, there is NO DIFFERENCE between ‘before’ and ‘after’ EDIS. The beneficiary administration will provide the ‘certified correct’ visa based on the quarterly project reports, whereas the CFCU/AO will provide the ‘pass for payment’ visa after verification that all costs invoiced are eligible and supported by an audit certificate, documentary evidence in case of a random check.

7.5.2. Documentation in Support of Invoices

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/timesheets, 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 European Court of Auditors, 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.

7.6. Private Sector Inputs: tendering, procurement and contracting

Twinning projects are in general based on the transfer of public sector expertise and know-how to the beneficiary administration with a view to achieving a mandatory result. 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 €5.000 in the case of equipment and to €5000 per process in case of services (see section 5.10). Twinning projects are in other words self-contained projects centred around public sector co-operation.

- Private sector inputs are in principle tendered by the MS partner, which applies the provisions of Annex IV (Contract Award procedures) to the Twinning contract.
- MS project leaders may request the assistance of the AO to contract inputs. This may be appropriate, especially where the purchase entails VAT Charges.

- In the case of PHARE, if the AO of a BC is asked to manage private sector inputs on behalf of the MS partner, it will use the rules of the Practical Guide, or the respective procurement rules of the BC, in case these comply with European Community public procurement directives.
- In the case of countries under the CARDS, MEDA and TACIS programme, for contracts which are part of the general project but outside Twinning contracts or for contracts tendered by the AO, the Practical Guide will always be applied.
- When contracting private sector services, especially for translation and interpretation, MS Project Leaders are requested to seek value for money.
- If the RTA is asked to advice or participate in the preparation or implementation of a tender procedure, he/she shall, in general terms, work under the effective supervision of the AO, indicate any potential conflict of interest and shall, for instance, not be involved in both the preparation of the terms of reference and the proceedings of the evaluation committee.

7.7. Provision for changes in prices

Expert fees are subject to the ceilings laid down in the Twinning manual and indicated in the breakdown of costs of the Twinning Contract. 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 invoices 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.

Drawing on the provision as described above does not require an addendum of the budget or prior approval.

Quarterly invoices must be presented according to the budget lines in the breakdown of costs of the twinning. If the real cost for a item (other than fees) legitimately exceeds the estimate, the difference is debited to the provision. For example, if €1000 – was foreseen for a plane ticket in budget line 23 (seminar Y), but actually cost €1015 – the invoice will be presented as follow :

“Plane tickets @ €1015, where of €1000 – is debited to line 23 (seminar Y) and € 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 or to the provision.

7.8. Principles of taxation

The Resident Twinning Adviser 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.

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. ‘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 result.

‘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 broaden 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 **€250.000** and their maximum duration limited to **6 months**; in exceptional cases this can be extended to 8 months.

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

- The **absence of a Resident Twinning Advisor**.
- **In the absence of a RTA**, there is indeed no need for additional run-in time for his/her mobilisation;
- 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 result will remain essential;
- **No Consortia of MS partners** allowed;
- **No purchase of equipment or private sector services** 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.

The detailed ‘Twinning light’ project fiche will form an annex to the ‘Twinning light’ contract together with the 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 project fiches for standard twinning.

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 result/s 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

8.3. The mandatory result

The same rules apply for ‘Twinning Light’ projects as for standard Twinning projects. They must target a concrete, operational jointly agreed result (the mandatory result/s) (please refer to section 4.1. of this Manual). The complexity and scope of the mandatory result 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 lead 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.

8.4.3. Selection procedure

8.4.3.1. Selection procedure under PHARE (before and after EDIS)

Before EDIS

*Before EDIS, proposals will be sent to the **Delegation**, which will forward them to the beneficiary institution and the CFCU. Both the beneficiary administration and the 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 Delegation for endorsement, signifying that the Delegation takes note of the selection committee's decision. If no proposal has been received or the only proposal is considered inadequate, the 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 Delegation 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.

Under EDIS

Under EDIS, proposals will be sent to the AO, which will forward 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 CARDS, MEDA and TACIS

The Selection Procedure for standard Twinning will apply for “Twinning Light” (see section 3.5.2)

MS will generally not be requested to present their proposal at Selection Meetings. However, in some cases, MS may be invited to do so, in this case expenses incurred will not be reimbursed. Proposals will therefore have to be detailed, comprehensive and self-explanatory. MS may also be required to furnish more details at the request of the evaluation committee.

After award of project to a MS a short inception phase is planned for the fine-tuning of the project fiche with the proposal of the awarded MS. During this inception phase no visit is required to the BC.

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 if it endorses.

Copies of the contract will be drawn up for: the MS partner, the beneficiary administration, the AO, the Commission, and the Junior MS if applicable.

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). As the possibility of forming consortia is ruled out in “Twinning Light”, there will further be no Annex VIII.

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.

8.5.3. Contracting Authority, signatories of contract, order of signature

8.5.3.1. Under PHARE

Before EDIS, the 'Twinning light' contract is signed by the CFCU and the MS partner. The beneficiary administration and the EC Delegation endorse the contract.

The most common order of signature is as follows: (1) endorsement by the EC Delegation (before EDIS); (2) endorsement by the final beneficiary; (3) signature by the MS partner; (4) signature by the CFCU.

Upon signature, the CFCU notifies the other parties that the process has been completed and that the contract will enter into effect on the following day.

Under EDIS, 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.

The most common order of signature is as follows: (1) endorsement by the final beneficiary; (2) signature by the MS partner; (3) signature by the AO.

8.5.3.2. Under CARDS, MEDA and TACIS

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

The same procedure as for standard Twinning applies. See section 7.2. of this Manual.

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 invoice by the MS within no more than one month after the end of the project.

8.5.6. Audit Certificate

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. See detailed procedures under section 6.6 of this Manual.

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 EC Delegations (Phare), EC Delegations / European Agency for Reconstruction (CARDS), Administrative Offices (Transition Facility), Project Administrative Offices (MEDA/TACIS) 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. A template will be distributed.

Section 9: Other Issues

9.1. Languages

Language is a basic but important issue:

For 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 Community 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.

If the translation or interpretation requirements throughout the project are significant, the conclusion of framework agreements with reliable and tested interpreters/translators is a cost-effective solution. In return for a guarantee of a significant number of days of work over a specific period, a favourable unit price can be negotiated. Individual service orders can then be issued as the need arises.

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 is a facility for short term technical assistance on approximation/ implementation and enforcement, including the necessary administrative infrastructures, of the EU Acquis. Currently all new MS, CC and CARDS countries have benefited or may still benefit from TAIEX assistance. For more information, see www.taiex.be

Language training for BC staff is not eligible for funding under Twinning projects, subject to derogation for exceptional and very technical purposes.

9.2. 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 administrative office, then the Project Leaders should contact the administrative office and/or the Twinning co-ordination team.

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 result has 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;
- there is no increase in the financial contribution from the EU funding source.

9.3. Acknowledgement of Funding Source

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's 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 EC Delegation in the country is available and Commission Headquarters has 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 (3.000€ for projects up to 1 M€, 5.000€ for projects over 1M€) may be allocated in the projects to meet these requirements.

More information and templates can be found on the following Internet site:

http://www.europa.eu.int/comm/europeaid/visibility/index_en.htm