

OTHER COSTS IN BC

- *Fees of short-term experts*
- *Management costs (150% of fees)*
- *Per diems for STEs (per night, no halves)*
- *Airfare (**economy**)*
- *Local travel (max. €50)**
- *Translation (for instance €15 - €45 per page)*
- *Interpretation (for instance max. €300/ day)*
- *Interpretation away (for instance max. €400/day)*

* *Urban travel is excluded with the exception of taxi in case of flight arrivals or departures before 7 or after 22 hours.*

COSTS COVERED BY BENEFICIARY

- *Office space for RTA and assistant*
- *Telecommunications (phone, fax)*
- *Computer, including e-mail access, printer*
- *Office supplies*
- *Secretarial assistance*
- *Meeting and seminar venues*
- *Small catering*
- *International travel for BC staff*
- *BC experts*

ELIGIBLE COSTS IN STUDY VISITS

- *Per diems for BC participants*
- *Interpretation (for instance max. €300 per day)*
- *Incidental fee 10€ per BC participant*

*NB: Hiring a **BC interpreter or to be accompanied by the RTA assistant/or interpreter/translator of the project (when applicable)** is recommended if the cost, including travel and per diem, is lower than the cost of hiring an interpreter in the MS*

SHORT TERM EXPERTS FEES

PUBLIC ADMINISTRATION

Civil servants € 250

MANDATED BODY

Class 1 expert € 250
(Minimum 3 years of relevant experience)

Class 2 expert € 350
(Minimum 8 years of experience, work in non-EU countries)

Class 3 expert € 450
(Minimum 15 years of experience, high-level staff)

PRIVATE SECTOR INPUTS

- *Supply of Goods: Limited to € 5000 for each TW project*
- *Supply of Services: Limited to € 10000 per budget item (per activity)*
- *In both cases a single tender procedure is managed by the MS PL*
- ***In special cases, the tender can be managed by the CA***

REPORTING REQUIREMENTS

- *Interim Quarterly Reports*
- *Final Report*

REPORTING REQUIREMENTS

- Reports shall consist of a *content* section and a *financial* section
- *The MS PL* is responsible for *submitting* them to the concerned authority (TWManual 6.4.1)
- *The BC Project Leader* is fully *involved* in this process and should be given adequate time to put forward comments. S/he must also *co-sign*₇ each report

INTERIM QUARTERLY REPORTS

- *Describe progress in the implementation making direct reference to the timetables and benchmarks*
- *Update on the general environment, assumption and risks*
- ***Make an overall evaluation of the progress achieved***
- *document the actual expenditure in relation to budgeted expenditure*
- ***Provide recommendations***

FINAL REPORT

- *Executive summary of the project*
- *Background information*
- *Listing of objectives, purpose and mandatory results*
- *Implementation process*
- *Achievement of mandatory results*

FINAL REPORT

- *Analysis of the long-term impact of the project, its sustainable results and identification of potential relevant follow-up actions*
- *Information on visibility of EU financing*
- *Conclusions, recommendations, including lessons learned for future Twinning projects*

FINAL REPORT

- *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*
- *Template to be used in **ANNEX C5***
- ***Expenditure verification** report from a recognized, independent auditor*



CHANGES TO TWINNING CONTRACTS



CHANGES TO TWINNING CONTRACTS

*Changes can only be made **within the execution period** of the contract (legal duration)*

*Changes **cannot be retroactive***

*There should be **no changes to the mandatory results** defined in the work plan; the means of achieving these (benchmarks) may be adapted to circumstances*

CHANGES TO TWINNING CONTRACTS

Addendum

Substantial changes to the Twinning Contract formalized in a formal written addendum to the contract signed by both MS administration and BC administration require prior approval

Side letter

Minor changes are notified to the CA through a side letter signed by both PLs. MS PL can delegate the RTA. Notification must be made by a secure means of communication, so that dispatch can be proven in the event of dispute

ADDENDUM (1)

- *Acquis* related to the project (Article 2 of the Work plan)
- Definition of the *mandatory results* and the *benchmarks* to be achieved (Articles 3 and 4 of the Work plan)
- *MS administration* involved in the Twinning project (Article 5 of the Contract)
- The *period of execution or implementation* (Art 2 of the Contract)



ADDENDUM (2)

- *Identity of the MS and BC Project Leaders, the RTA and the key MS experts (Article 6 of the Work plan)*
- *Major reallocations beyond 25% of the total Budget*
- *Template to be used in ANNEX C12*



Exception

No addendum needed for *Interruption* or *termination* of project before completion

6.7.2 Termination of the Twinning project

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

SIDE LETTER

- *Changes not affecting basic purpose (means used for implementation, time schedule and dates, identity of non-key MS' short term experts)*
- *Reallocations below 25% of the total Twinning budget*
- *Template to be used in ANNEX C13*
- *Changes effective 48h (two working days) after notification.*



BUDGET CHANGES

- *The overall budget of a project cannot be increased*
- *The unit costs (fees, daily allowances, etc.) must respect the rates set in the manual*
- *Introduction of a new activity must be justified by showing that it will be of real use in achieving the mandatory results: **mere availability of funds is not sufficient to justify the financing of new activities.***
- ***Costs generated by changes notified or approved after their implementation cannot be reimbursed***
- ***2,5% contingencies cannot be refilled***

PAYMENT PROCEDURE

- *Further pre-financing*: when the MS Twinning partner can demonstrate that more than 70% of the cumulated pre-financing has been consumed, a subsequent pre-financing payment may be requested
- Payment should take place within 60 days of receipt of the request further to the *endorsement* by the Beneficiary *of services rendered*

PAYMENT PROCEDURE

- *Prior to final payment/settlement, the accumulated payment of the initial prefinancing and the successive pre-financing payments may not exceed 90% of the total budget.*
- *Final payment: Upon completion of the Twinning project, and subject to approval of the final project report demonstrating that the mandatory results have been achieved, the MS Twinning partner may submit its request for final payment together with the final global financial report accompanied by the expenditure verification report*

EXPENDITURE VERIFICATION REPORT

- *An auditor must certify that all transactions invoiced by the MS Twinning partner were **duly justified in accordance with the established rules** and arose solely as a result of the Twinning Contract. Veracity as well as eligibility of the transactions must be audited.*
- *The expenditure verification report dispenses MS implementing bodies from submitting **original documentary evidence** to the contracting authority when requesting payment.*



DOCUMENTATION IN SUPPORT OF INVOICES

- *The MS is obliged to keep full accurate and systematic **record and accounts** of the activities implemented*
- *Records must be kept for a **7-year period** after the last payment made by the BC and the MS*
- *These documents comprise **any documentation** concerning income and expenditure, inventory necessary for the checking of supporting documents, mission/timesheets, transport tickets, pay slips for experts and other invoices*

ARTICLE 9 Twinning Review Missions

- *Each project is in principle followed, **6 to 12 months after** its finalisation, by a Twinning Review Mission*
- *This mission aims at reporting whether **sustainable impacts** or spin offs have been observed after the Twinning project finalisation.*

Twinning Review Missions (Article 9 – Annex A1)

- ▶ Triggered by EU Delegation
- ▶ *Final Report to be provided*
- ▶ *2 experts (RTA + former RTA)*
- ▶ *3-5 days*
- ▶ *Obligation to provide report.*
- ▶ *Twinning Review Missions are **organized and financed by TAIEX***

*Notwithstanding
all this...*



*...Twinning is
much easier
than it looks!*



Thank you for your attention

Twinning Coordination Team

Paolo Gozzi

Christophe Casillas

Lucia Santucciono

Birgit Persson

Raluca Haralambiade



NEAR Twinning Mail: NEAR-TWINNING@ec.europa.eu

Twinning website: http://ec.europa.eu/enlargement/index_en.htm