



*International trainings* 

# Twinning Contract

Skopje

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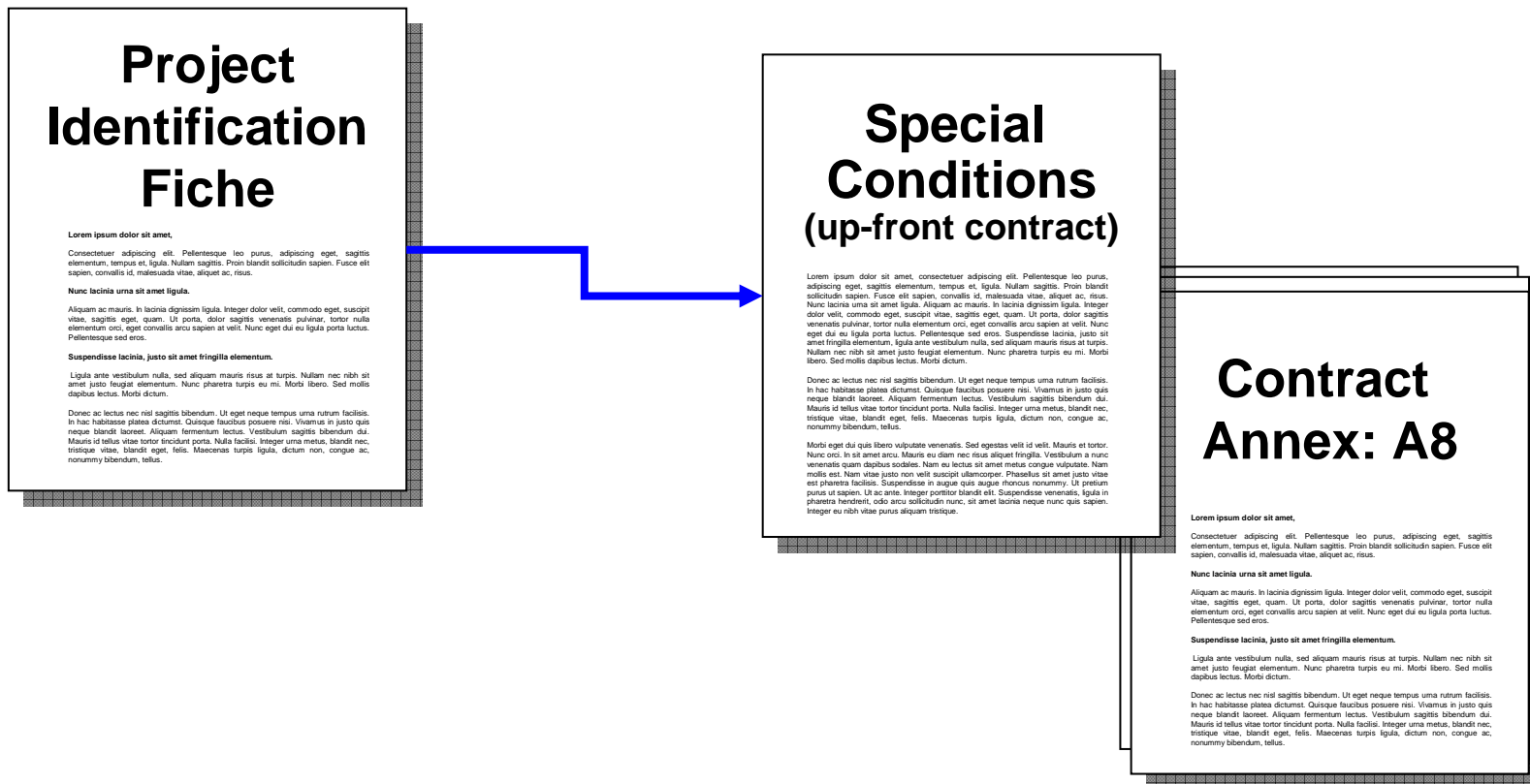
# Scope of the presentation

- Twinning Contract elements
- Special Conditions
- Annexes
- Timing of the TW Contract preparation
- Approval of the Twinning contract



# Twinning contract elements

- Joint responsibility of both – BC and MS



# Twinning contract elements II

- **Special Conditions**
- **TW Contract Annexes:**
  - Annex A1: Description of the Action ( Work plan)
  - Annex A2: General Conditions applicable to European Community- financed grant contracts for external actions
  - Annex A3: Budget for the Action ( including co-financing part by the Final Recipient of the Action)
  - Annex A4: Contract award procedures



# Twinning contract elements III

- Annex A5: Standard request for payment and financial identification form
- Annex A6: Expenditure verification report
- Annex A7: Special Financial Annex
- Annex A8: Mandates (if MS have formed a consortium)
- Annex A9: CVs



# Special Conditions I

- » **TWINNING LIGHT CONTRACT**
- » **BG/2007/IB/AG/10/UE/TWL**

- **The Republic of Bulgaria, Ministry of Finance – Central Finance and Contracts Unit/CFCU** (102, Rakovsky St, Sofia, 1040, Bulgaria) ("the Contracting Authority")
- of the one part,
- 
- and
- 
- The administration of **National Paying Agency under the Ministry of Agriculture** with its office at Blindžių str. 17, 08111 Vilnius, Lithuania ("the Member State Partner" - MSP)
- of the other part,
- 
- have agreed as follows:
- 
- 

## Special Conditions

- 
- 
- **Article 1 - Purpose**
- 
- 1.1 The purpose of this contract is the award of a grant, consisting of reimbursement of expenditures, by the Contracting Authority for the implementation of the Action entitled:
- **Strengthening the administrative capacity of the Milk Sector of the Paying Agency of Bulgaria for efficient implementation of the Milk Quota Trading System** ("the Action").



# Special Conditions II

- Article 1- Purpose (Title and Beneficiary)
- Article 2- Execution and Implementation period of the Action
- Article 3- Financing of the Action
- Article 4- Technical and financial reporting and payment arrangements



# Special Conditions III

- Article 5- Contact addresses
- Article 6- List of Annexes
- Article 7- Other specific conditions applying to the Action (supplements and derogations)





# Annex A1: Description of Action

## Annex I TWINNING WORKPLAN

*The Administration of Lithuania (hereinafter referred to as the Beneficiary Country)  
represented by Mr Vytautas Pinkus, Project Leader,  
of the one part,*

*And the Administration of France (hereinafter referred to as the Member State)  
represented by Mr Patric Lerosh, Project Leader,  
of the other part*

**HAVE AGREED THE FOLLOWING WORK PLAN WHICH THEY  
UNDERTAKE TO IMPLEMENT JOINTLY:**



# Annex A1: Description of Action II

Twinning work plan:

- Reflects the clear strategy linked to benchmarks
- Contains detailed contribution made by each partner. Who does what?
- Describes mandatory results



# Annex A1: Description of Action III

Other elements of the Work Plan:

- Project Leader of both sides
- Resident Twinning Adviser
- Role of RTA counterpart
- Short and medium- term expert visits
- Training, seminars, traineeships in MS, on site visits



# Annex A2 : General Conditions

General Conditions applicable to European Community-financed grant contracts for external actions:

- General and Administrative provisions  
Articles 1- 13
- Financial provisions  
Articles 14- 18



# General and Administrative provisions

- General obligations
- Obligation to provide information and financial and narrative reports
- Liability
- Conflict of interests
- Confidentiality
- Visibility
- Ownership/use of results and equipment



# General and Administrative provisions II

- Evaluation/monitoring of the Action
- Amendment of the Contract
- Assignment
- Implementation period of the Action, extension, suspension, force majeure and end date
- Termination of the Contract
- Applicable law and dispute settlement



# Financial Provisions

- Eligible costs
- Payment and interest on the late payment
- Accounts and technical and financial checks
- Final amount of financing by the Contracting Authority
- Recovery





# Annex A3: Budget





# Annex A3: Budget II

- Budget corresponds to the Work Plan
- All activities foreseen in the Twinning project should be listed in the Budget
- Beneficiary activities included also



# Annex A3: Budget III

Actions to be undertaken under the Twinning project			Cost		
	BC	MS	No of units	Unit cost	Total MS cost
<b>Component 1: Development of a risk assessment methodology</b>					
<b>Activity 1.1. Audit of the existing situation</b>					
<b>Mr. STE 1</b>					
Expert fees		X	1	250,00	250,00
‘Project Management Costs’		X			375,00
Per diems		X	2	183,00	366,00
Air tickets		X	1	630,00	630,00
<b>Mrs. STE 2</b>					
Expert fees		X	1	350,00	350,00
‘Project Management Costs’		X			525,00
Per diems		X	2	183,00	366,00
Air tickets		X	1	800,00	800,00



# Annex A3: Budget IV

## Annex III Budget

*The Administration of Lithuania (hereinafter referred to as the Beneficiary Country)*

*represented by Mr Vytautas Pinkus, Project Leader,  
of the one part,*

*And the Administration of France (hereinafter referred to as the Member State)*

*represented by Mr Patric Lerosh, Project Leader,  
of the other part*

***HAVE AGREED ON THE FOLLOWING BUDGET:***



# Eligible Costs

- Expenses incurred to prepare Twinning Contract
- Resident Twinning Advisers costs
- Project Leader and Short Term Experts
- Supplies and services
- Travel expenses
- Training



# Eligible Costs

- Preparatory and follow-up work outside the BC, management and accounting
- Translation and interpretation
- Costs of the Expenditure Verification Report
- Provision to cover changes in prices



# Annex A4: Contract award procedures

- To contract private sector input
- Supply of goods:
  - up to 5.000 EUR (single tender by MS Project Leader)
  - over 5000 EUR investment is not available



# Annex A4: Contract award procedures II

- Supply of services (translation, training material, software):
  - Up to 10.000 EUR per budget item: single tender by Member state Project Leader
  - Above 10.000 EUR per budget item: contracted separately by Contracting Authority



# **Annex A4: Contract award procedures**

1. General principles
2. Eligibility for contracts
3. Rules common to all tender procedures
4. Rules applicable to service contracts
5. Rules applicable to supply contracts
6. Rules applicable to works contracts
7. Use of the negotiated procedure
8. Special cases





# Annex A5: Request for payment

## ANNEX V REQUEST FOR PAYMENT FOR TWINNING CONTRACT EUROPEAN COMMUNITY EXTERNAL ACTIONS

[Date of the request for payment]

[address of the Contracting Authority]

[Financial unit indicated in the Contract]

Reference number of the Twinning Contract: ...

Title of the Twinning Contract: ...

Name and address of the Beneficiary: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request [a pre-financing payment/a further pre-financing payment/payment of the balance] under the Twinning Contract mentioned above.

The amount requested is [as indicated in Article 4(2) of the Special Conditions of the Contract/the following: ...].

Please find attached the following supporting documents:

- signed Twinning Contract (for the first pre-financing payment)
- audit report if required by Article 15.6 of the General Conditions of the Contract
- financial guarantee if required by Article 15.7 of the General Conditions of the Contract
- technical and financial interim report (for further pre-financing payments)
- final implementation report (for payment of the balance).

The amount certified by the audit report to be deducted from the sum total of pre-financing under the Twinning contract is the following: ...

The payment should be made to the following bank account: ..

Yours faithfully,

[ signature ]



# Annex A5: Request for payment II

## FINANCIAL IDENTIFICATION

ACCOUNT HOLDER	
NAME	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
VAT NUMBER	<input type="text"/>
CONTACT PERSON	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>

BANK	
BANK NAME	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN	<input type="text"/>

REMARKS :

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE  
(Both Obligatory)

DATE + SIGNATURE of ACCOUNT HOLDER :  
(Obligatory)



# Annex A6: Expenditure Verification

- The verification to be done at the end of the project
- The verification has to be done by the recognized independent auditor
- The verification report to be presented with final payment and final report



# Annex A6: Expenditure Verification II

- Eligibility of costs
- Eligibility of Direct Costs
- Provisions for changes in prices
- Twinning Management Costs
- Contribution in kind
- Non-eligible costs
- Revenues of the Action



# Annex A7:Special Financial Annex

- Eligible costs
  - Preparatory costs
  - Reimbursement of Staff
  - Training and Seminars
  - Twinning Management Costs
  - Intangible supplies and provision of services
  - Translation and Interpretation
  - Equipment
  - Private sector inputs



# **Annex A7:Special Financial Annex II**

- Twinning Costs not covered by the EU
- Reporting requirements
- Changes to the Twinning Contract (Side letter, Addendum);



# Annex A8: Mandate (If MS have formed a consortium)

The following text is indicative only. MS are free to use their own text to mandate responsibility to the lead MS, provided that the same result is achieved.

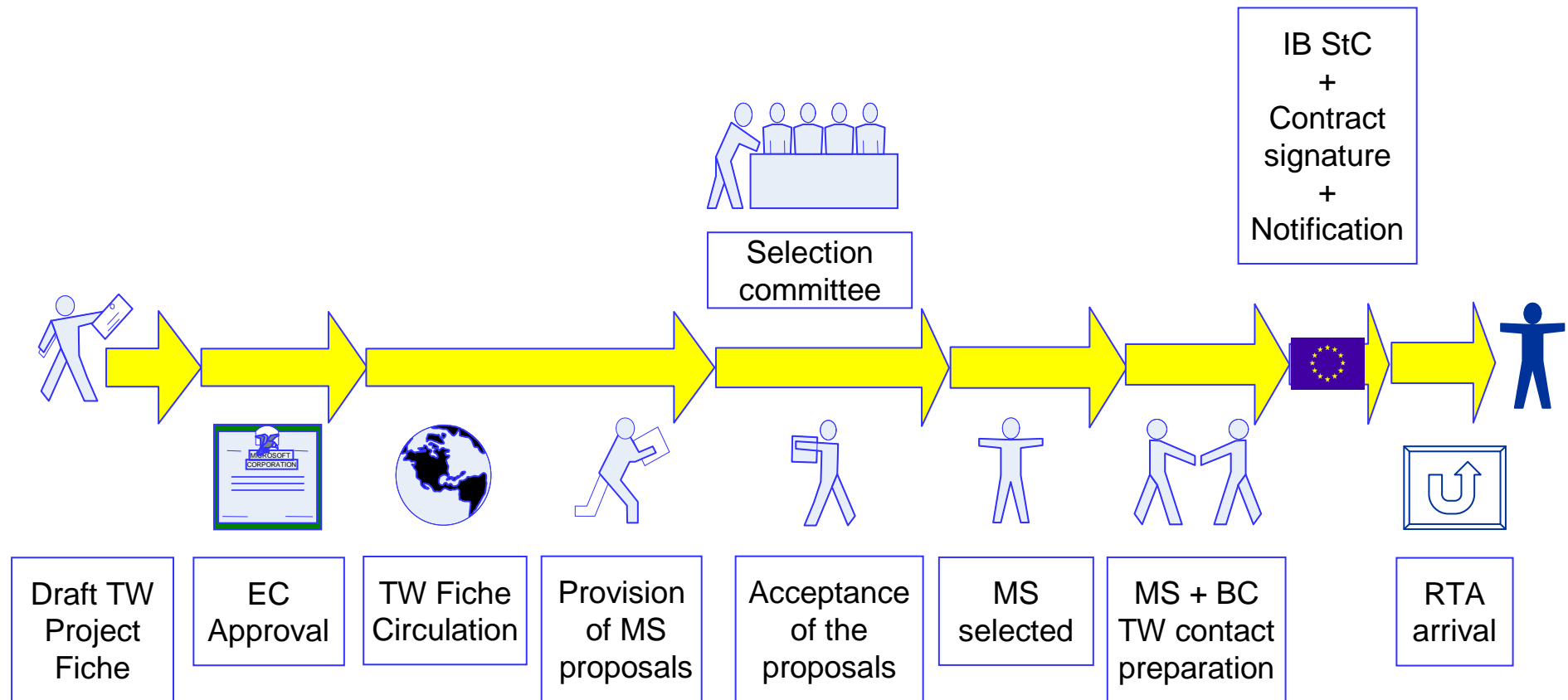
The undersigned, on behalf of the administration of the Junior MS partner agrees to implement the actions assigned to him/his organisation in the Twinning Contract. He mandates Mr. X , project leader, to take full responsibility for the implementation of the said Contract, to make all commitments and take all decisions on his behalf in the interests of the successful conclusion of the entire project, and with due respect to the consortium agreement concluded by its members

Signed by a representative of the administration of the Junior MS partner:

Endorsed by a representative of the administration of the lead MS partner:



# Drafting the Twinning Contract





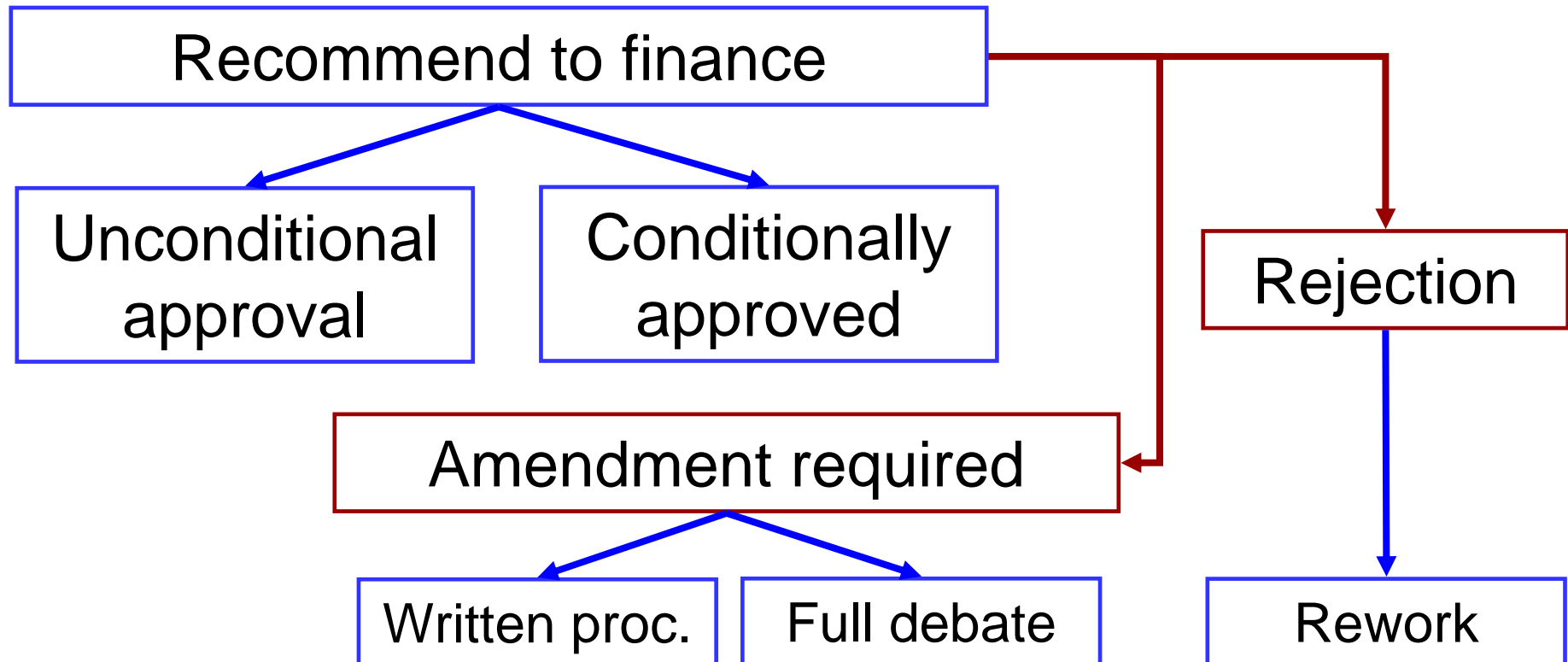
# Drafting the Twinning Contract II

- Twinning Partners shall submit a draft TW contract with annexes to CFCD and EC Delegation within 3 months of notification of the selection
- The CFCD and ECD shall formulate the feedback within 4 weeks
- The MS partner has 4 weeks to amend the Twinning contract
- CFCD and ECD will verify the amended version in 2 weeks
- Steering Committee consultation and Notification in 6 weeks



# Twinning Contract Approval

- **IB Steering Committee opinion**



# Signature of the Twinning Contract

<i>Signs</i>	<i>Lead Member State</i>	<i>Administrative office (BC): CFCU</i>	<i>Beneficiary Administration</i>	<i>Commission (where applicable)</i>
<i>Special Conditions (centralised or de-concentrated)</i>	<i>X + initials</i>			<i>X + initials</i>
<i>Special Conditions (de-centralised)</i>	<i>X + initials</i>	<i>X + initials</i>		<i>X</i> <i>Acknowledgement of ex-ante control</i>
<i>Special Conditions (decentralised without ex-ante control (EDIS))</i>	<i>X + initials</i>	<i>X</i>		
<i>Annex A1 (Work Plan)*and annex A3 (budget) in all management modes</i>	<i>X + initials</i>	<i>initials if CA</i>	<i>X + initials</i>	<i>initials if CA</i>



# Twinning Contract will be signed

- on behalf of the Contracting Authority, by the authorising 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 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, who is representing a binding commitment by the government (administrative authority).
- If the Commission is not the contracting Authority, the Commission will endorse the contract.



# Notification of the Twinning Contract II

The original copy of the signed TW contract is required for :

- Lead Member State
- AO or CFCU/CFCD
- Beneficiary Administration
- Commission Delegation or Headquarters



# Notification of the Twinning Contract

- Once the contract is signed by all parties, the CA is sending notification
- Signature of the TW contract is not equivalent to notification



# Coffee break

